

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

BOARD OF ALDERMEN  
MEETING AGENDA  
MAY 18, 2016  
7:00 p.m.

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CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Zucker  
Alderman Klingerman  
Alderman Nay  
Alderman Gotway  
Alderman Koch  
Alderman Wandling  
Alderman Santos

PRESENTATION

OPEN FORUM

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.
2. A Conditional Use Permit Application for an approximate 6.25 acres of land more or less of the approximate 15.79 acres of land commonly known as 1575 Bryan Road bounded by Feise Road on the south by Bryan Road on the east and by the “West Branch Tributary B” creek on the north and west, and more particularly described in the Conditional Use Permit Application received by the City on March 7, 2016 from Applicant BFA, Inc., Engineer for Contractor Purchaser/Developer Wal-Mart Stores, Inc. and from the Property Owner Cora Bopp Family Limited Partnership.
3. Amendments, supplements and changes to Section 405.430 of the Municipal Code of the City of Dardenne Prairie, Missouri, pertaining to the regulation of temporary uses and fireworks stands and tents.

## NEW BUSINESS

1. **Bill #16-15**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF THE FIRST AMENDED P.U.D. FINAL PLAN FOR PINECREST APARTMENTS IN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID FINAL PLAN

2. **Bill #16-16**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SUBSECTION 7 OF SECTION 405.430 OF THE MUNICIPAL CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SUBSECTION 7 OF SECTION 405.430; PROVIDING REGULATIONS FOR THE LOCATION OF FIREWORKS STANDS AND TENTS; AND OTHER MATTERS RELATED THERETO

3. **Bill #16-17**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CITY CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY AND BYRNE & JONES CONSTRUCTION FOR THE TRAIL AND DRAINAGE IMPROVEMENTS & ASPHALT REPAIR, REPLACEMENT AND SEALING PROJECT NO. 970155

4. **Bill #16-18**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN ATHLETIC FIELD IMPROVEMENT AND RESERVATION AGREEMENT WITH AMERICAN CRICKET ACADEMY & CLUB FOR THE IMPROVEMENT AND RESERVATION OF ATHLETIC FIELDS AT BARATHAVEN PARK

5. **Resolution #266**

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A ROAD BOARD FUNDING APPLICATION FOR FUNDS TO IMPROVE THE PORTION OF HANLEY ROAD THAT IS NORTH OF FEISE ROAD

6. **Resolution #267**

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A ROAD BOARD FUNDING APPLICATION FOR FUNDS TO IMPROVE THE PORTION OF WELDON SPRING ROAD FROM ITS SOUTHERN INTERSECTION WITH TECHNOLOGY DRIVE TO ITS WESTERN INTERSECTION WITH TECHNOLOGY DRIVE

## 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 KNOWN AS "CORA MARIE'S MARKETPLACE, PUD AREA PLAN

## CONSENT AGENDA

1. Board of Aldermen Minutes 5-4-16
2. Workshop Summary 5-4-16
3. Expenditures for Approval 5-18-16
4. Treasurer's Report – As of April 30, 2016
5. Temporary Use Permit – ICD – Parish Picnic/Carnival – June 3, 4 & 5
6. Liquor License – ICD – Temporary permit by drink – June 3, 4 & 5
7. Temporary Use Permit – Fireworks – Dad's Fireworks – 7712 Highway N
8. Temporary Use Permit – Fireworks – Fireworks City – 7938 Highway N
9. Temporary Use Permit – Fireworks – Fireworks City – 7407 South Outer 364

## ITEMS REMOVED FROM CONSENT AGENDA

### 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

**BILL NO. 16-15**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF THE FIRST AMENDED P.U.D. FINAL PLAN FOR PINECREST APARTMENTS IN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND AUTHORIZING THE CITY CLERK TO ATTEST AND CERTIFY APPROVAL OF SAID FINAL PLAN**

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, adopted Ordinance No. 1666 on February 20, 2013, approving the original P.U.D. Final Plan for Pinecrest Apartments; and

**WHEREAS**, Pinecrest Rental Properties, LLC, submitted a P.U.D. Request – Final Plan to the Board of Aldermen seeking approval of a 1st Amended P.U.D. Final Plan for Pinecrest Apartments (the “Amended Final Plan”); and

**WHEREAS**, the Board of Aldermen referred the Amended Final Plan to the City’s Planning and Zoning Commission; and

**WHEREAS**, the Planning and Zoning Commission considered the Amended Final Plan and recommended approval to the Board of Aldermen;

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

**SECTION 1. Amended Final Plan Approval.** That upon review, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, the Board of Aldermen does hereby approve the First Amended P.U.D. Final Plan for Pinecrest Apartments, submitted by Pinecrest Rental Properties, LLC, prepared by Bax Engineering Co., dated 1-17-13, revised as of 4-21-16, and referencing Project Number 00-10988B, subject to the developer’s compliance with all conditions reflected on the approved Amended Final Plan, which Amended Final Plan is on file in the office of the City Clerk and incorporated by reference herein.

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

**SECTION 3. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SUBSECTION 7 OF SECTION 405.430 OF THE MUNICIPAL CODE BY DELETING IT IN ITS ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SUBSECTION 7 OF SECTION 405.430; PROVIDING REGULATIONS FOR THE LOCATION OF FIREWORKS STANDS AND TENTS; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, pursuant to Section 320.121, RSMo., the City has the authority to regulate or prohibit fireworks within its corporate limits of the City and to regulate and prohibit the sale of fireworks to consumers within the corporate limits of the City; and

**WHEREAS**, the Board of Aldermen desires to amend the provisions of the ordinances of the City of Dardenne Prairie, Missouri, pertaining to the location of fireworks stands and tents within the City; and

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie, Missouri, referred the proposed amendment to the City's Planning and Zoning Commission; and

**WHEREAS**, said Planning and Zoning Commission of the City considered the amendment and made a recommendation to the Board of Aldermen; and

**WHEREAS**, the Board of Aldermen and the Planning and Zoning Commission held Public Hearings on this proposed amendment; and

**WHEREAS**, at this Public Hearing interested persons and residents were given an opportunity to be heard on this proposed amendment.

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

**SECTION 1.** That Subsection 7 of Section 405.430 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby deleted in its entirety and replaced, in lieu thereof, with a new Subsection 7 of Section 405.430, which shall read as follows:

**SECTION 405.430. TEMPORARY USES.**

7. Fireworks stands or tents. Fireworks stands or tents shall be permitted as a temporary use on all parcels zoned "C-1", "C-2" or "I-1" and having a valid non-conforming commercial use and being located either:

- i. north of and not more than one thousand six hundred (1,600) feet from the northern most right-of-way line of Missouri State Highway 40/Interstate 64;
- ii. south of and not more than one thousand six hundred (1,600) feet from the southern right-of-way line of that portion of Missouri Route N between Missouri State Highway 40/Interstate 64 to Post Road; or
- iii. north of and not more than five hundred fifty (550) feet from the northern right-of-way line of that portion of South Outer 364 between Winghaven Boulevard/Bryan Road and Bates Road.

Any such fireworks stands or tents shall also be subject to the following conditions:

a. Applications may be obtained from the City Clerk. Applications for temporary use permits for fireworks stands or tents must be accompanied by the following:

(1) A site plan drawn to scale showing all structures on the property, both permanent and temporary, parking areas, storage areas, etc. The site plan must indicate the dimensions of the property and the exact location of all structures, including distances from property lines and between structures.

(2) A letter from the owner of the property on which the stand or tent is located, authorizing the operation of a fireworks stand or tent on the property, dated and notarized not earlier than sixty (60) days prior to the date of the application.

(3) A minimum of five (5) off-street parking spaces must be provided. These parking areas shall not be on vegetated areas that could present a fire hazard, i.e., dried grasses, weeds, etc.

b. One (1) or more signs reading "Fireworks — No Smoking" shall be displayed at all places where fireworks are stored or sold, in lettering not less than four (4) inches in height. Additionally, sufficient exits shall be provided and so indicated with "EXIT" signs.

c. One (1) fire extinguisher shall be provided within every fifty (50) feet of walking distance. The minimum weight for each fire extinguisher must be ten (10) pounds, and each fire extinguisher must have certification that it has been recharged within the preceding twelve (12) months. All fire extinguishers must be clearly visible. A minimum of two (2) fire extinguishers must be provided inside the stand or tent and at least one (1) fire extinguisher must be provided at each entrance and exit. All fire extinguishers must be rated Class A, B, and C. All employees shall be adequately trained in the use of fire extinguishers. Water barrels and buckets may be used in addition to the required number of fire extinguishers.

d. Fireworks stands or tents must be located a minimum of two hundred (200) feet from gasoline storage tanks, gasoline pumps, or any structures or areas that contain flammable materials. No fireworks to be discharged within two hundred (200) feet of tent or stand.

e. All building setback requirements of the zoning district in which a stand or tent is located must be observed. All tractor-trailers, trucks, vans, or other temporary

vehicles used for storage purposes shall be located a minimum of fifty (50) feet from the stand or tent unless, due to the size of the parcel or lot, this is not possible. In that event, the storage facilities must be located as far as possible from the stand or tent.

f. Flashing lights of any type are prohibited. All lighting shall be non-intermittent.

g. There shall be not more than one (1) sign or banner located on or attached to the fireworks stand or tent. In addition, one (1) ground sign shall be permitted for each stand or tent, located on the same property as the stand or tent. In addition, one (1) sign or advertisement shall be permitted attached to or painted on a tractor-trailer or similar large vehicle parked at the location. The total area of these signs shall not exceed four hundred (400) square feet each. All on-premises signs must meet the City's sign ordinance requirements. All off-premises signs advertising fireworks stands or tents shall comply with all rules and regulations governing signs of the zoning district in which the signs are located.

h. Each fireworks stand or tent must be kept in a clean and orderly manner and have trash removal service. Also, each stand or tent must have on site a metal refuse bin of not less than one and one-half (1½) cubic yards capacity that conforms to Federal Consumer Product Safety Commission, Part 1301 — Ban of Unstable Refuse Bins. All solid waste generated by the fireworks stand or tent must be placed in the metal refuse bin with the frequency of pickups being dictated by the size of said bin.

i. Each fireworks stand or tent must provide a portable restroom if there are not restrooms available on the site. The portable restroom must be placed out of sight and as far away from the main roadway as possible.

j. No person will be allowed within any street right-of-way flagging or directing traffic. No interference with the flow of traffic near the site of the fireworks stand or tent will be permitted. Fireworks stand or tent employees may direct customers to parking spaces only within the boundaries of the stand or tent's parking lot and driveways on private property.

k. Wholesalers may only sell to someone with a sales tax identification number. Buyers with a sales tax identification number must purchase a minimum of one hundred dollars (\$100.00) of fireworks in bulk quantity.

l. The following fees have been established: Three thousand dollars (\$3,000.00) for a temporary use permit per stand or tent regardless of the square footage of said stand or tent. All fees must be paid by cashier's check to the City of Dardenne Prairie. Such fee must accompany the application. A full refund will be made in the event a permit is not granted. If a permit is granted, no fees or portion thereof will be refunded.

(1) Anything contained in Section 405.430(B)(7) to the contrary notwithstanding, any non-profit or not-for-profit organization that operates a fireworks stand in the City of Dardenne Prairie, Missouri, on property owned by that organization, which is also its principal place of business, shall be required to pay a fee of one hundred dollars (\$100.00) provided

that no less than ninety percent (90%) of the profits the organization derived from the operation of the fireworks stand is donated to an organization or organizations which qualify under 26 U.S.C. Section 501(c)(3) as charitable organizations. It shall be the duty of every person engaged in the business of establishing, maintaining or conducting any fireworks stand pursuant to Section 405.430(B)(7)(I) to file with the City Clerk, on or before the thirtieth (30th) day following the end of the fireworks season for that calendar year for which the permit is issued, a sworn statement of the gross receipts from such fireworks stand and a receipt from the charitable organization(s) to which said profits were donated. The City Clerk or his/her duly authorized representative may investigate the correctness and accuracy of the statement required and for that purpose shall have access to the books, documents, papers and records of such fireworks stand at all reasonable times to ascertain the accuracy thereof.

m. A certificate of insurance showing specific coverage levels and showing the City of Dardenne Prairie as additionally insured shall be provided by the applicant at the time fees are paid and shall be as follows:

Injury Including Death	\$1,000,000.00 one person
	\$2,000,000.00 more than one person
Property Damage	\$1,000,000.00 each occurrence
	\$1,000,000.00 aggregate

n. Retail sales of fireworks are permitted from fifteen (15) days prior through five (5) days after July fourth (4th) of every year. All temporary use permits issued for fireworks stands or tents shall expire on the eighth (8th) day following July fourth (4th) of every year.

o. Fireworks stand or tent owners must contact the fire protection districts or volunteer Fire Department in which the stand or tent is located regarding payment of any local fees and/or regulations so applicable.

p. If any fireworks stand or tent operator is cited for violating any of these regulations and fails to correct said violations within forty-eight (48) hours, the operator will have to close said stand or tent until the violations are corrected.

q. The following are some of the more common building and electrical code violations regarding fireworks stands or tents. Please note:

(1) All overhead electrical wires must be supported by a steel cable one-eighth ( $\frac{1}{8}$ ) inch minimum diameter and fastened to the cable every fifty-four (54) inches.

(2) The overhead wire shall be a minimum of fifteen (15) feet from ground level.

(3) All electrical panels, receptacle boxes or any other type of exterior devices must be weatherproof and in acceptable condition to meet Electrical Codes.

(4) The only approved extension cords must have "built-in" fuse breakers.

(5) All electrical work must comply with the currently adopted National Electrical Code.

r. Field inspections. The Mayor or his/her designee, which may include the City Engineer, will inspect permitted fireworks stands and tents for compliance with the above regulations. This inspection will be made prior to the stand or tent being open for sales. It is the responsibility of the stand or tent owner to notify the City that the stand or tent is ready for inspection or re-inspection prior to being open for sales.

s. Temporary dwelling structures. No temporary building, structure, tent or stand may be constructed, raised, installed or occupied until all valid building permits have been issued pursuant to the applicable provisions of the Building Code of the City of Dardenne Prairie, Missouri.

t. Permits. All permits must be placed in plain view of the public.

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE TO FOLLOW].

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

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

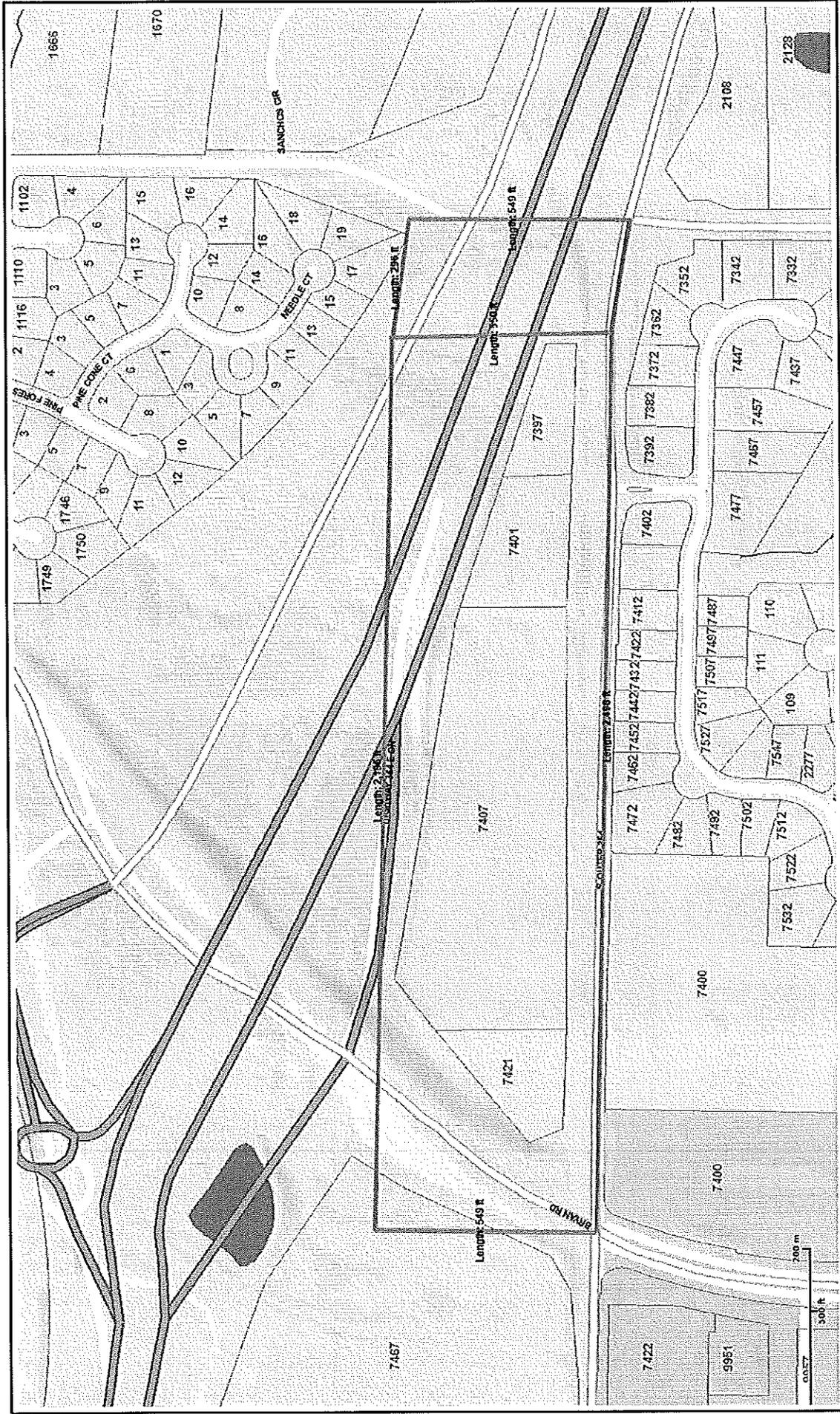
\_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest:

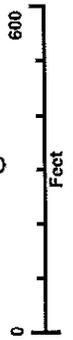
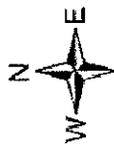
\_\_\_\_\_  
City Clerk



# St. Charles County Map Service

This is My Map

Printed: Apr 08, 2016



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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CITY CONTRACTOR AGREEMENT BY AND BETWEEN THE CITY AND BYRNE & JONES CONSTRUCTION FOR THE TRAIL AND DRAINAGE IMPROVEMENTS & ASPHALT REPAIR, REPLACEMENT AND SEALING PROJECT NO. 970155**

**WHEREAS**, on November 4, 2015, pursuant to Ordinance No. 1781, the Board of Alderman authorized the Mayor to execute a City-Contractor Agreement (the “Agreement”) for the Trail Relocation Contract with Byrne & Jones Construction for the Trail and Drainage Improvements & Asphalt Repair, Replacement and Sealing Project No. 970155(the “Project”); and

**WHEREAS**, the City desires to expand the scope of the Project; and

**WHEREAS**, the Board of Aldermen finds and determines that it is necessary to approve and agree to Change Order No. 1 to the Agreement.

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

**SECTION 1.** That the form, terms, and provisions of Change Order No. 1 to 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 Change Order No. 1 in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to Change Order No. 1 and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of Change Order No. 1 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 Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the

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

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

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"

**CHANGE ORDER**

**SHEET NO. 1 OF 1**      **Engineer:** Kehoe Engineering Company, Inc.      **Change Order No. 1**      **05/17/2016**  
 2920 Sandtrap Drive  
 Dardenne Prairie, Missouri 63368  
**To:** City of Dardenne Prairie, Missouri      **Contractor:** Byrne & Jones Construction  
 2032 Hanley Road      11745 R. Lackland Road  
 Dardenne Prairie, MO 63368      St. Louis, Missouri 63146

1. Description and Reason for Change:  
*DCZ*      *one*      *DCZ*  
 Relocation of trail due to proposed cricket pitches. Construction of ~~two (2)~~ *one (1)* cricket pitches ~~and one (1) multi-lane practice cricket pitch.~~

2. Estimate of Cost of Work Affected by this Change Order:

Estimate Line No.	Contract Item No.	Item Description	Units	Units Previously Provided for	Units to be Constructed	Units Under, Over or Contingency	Contract or Agreed Unit Price	Amount of Overrun	Amount of Underrun
1	N/A	Installation of 10'-Wide Paved Trail	SY	1212.05	1277.92	65.86			
2	N/A	10" HDPE Culvert	LF	70.00	35.00	(35.00)		5,850.00	(2,500.00)
3	N/A	18" HDPE Culvert	LF	0.00	40.00	40.00		4,200.00	
4	N/A	Existing pavement removal	SY	153.30	412.00	258.70		6,025.00	
5	N/A	Grading Excavation	CY	302.00	640.00	338.00		5,050.00	
6	N/A	Grading Compacted Embankment	CY	122.00	400.00	278.00		2,250.00	
7	N/A	Cricket Pitches Pavement (4" Reinforced PCC on 4" AGG Base)	SY	0.00	105.56	105.56		9,000.00	
							<b>TOTALS:</b>	<b>32,375.00</b>	<b>(2,500.00)</b>

- 3. Settlement for Cost of the above change to be made on lump sum basis. (Yes)
- 4. Contract time for this change order will be increased by: 5 work days.
- 5. Contract time per various delays will be increased by: 0 work days.

1. Contract Amount	\$	158,345.00
2. Overrun(Underrun) this Change Order	\$	29,875.00
3. Overrun(Underrun) previous Change Orders	\$	-
4. Total Overrun(Underrun) to Date	\$	29,875.00
5. Total Contract Amount	\$	188,220.00

SUBMITTED \_\_\_\_\_ RESIDENT ENGINEER      DATE \_\_\_\_\_  
 \_\_\_\_\_ BYrne & Jones Construction      DATE \_\_\_\_\_  
 CONTRACTOR      SIGNATURE

APPROVED \_\_\_\_\_ MAYOR      DATE \_\_\_\_\_





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN ATHLETIC FIELD IMPROVEMENT AND RESERVATION AGREEMENT WITH AMERICAN CRICKET ACADEMY & CLUB FOR THE IMPROVEMENT AND RESERVATION OF ATHLETIC FIELDS AT BARATHAVEN PARK**

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

**WHEREAS**, the City is the lessee of certain real property commonly known as Barathaven Park and owned by the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District (“GRG”) pursuant to an Operating Agreement and Lease by and between City and GRG dated as of May 23, 2007; and

**WHEREAS**, the City operates and uses the Premises as a public park, which includes three athletic fields; and

**WHEREAS**, American Cricket Academy and Club (“ACA&C”) and the City desire to cooperate in the improvement of the athletic fields in Barathaven Park to accommodate the use such athletic fields for the game of cricket; and

**WHEREAS**, ACA&C desires to enter into a contractual arrangement with City regarding ACA&C’s funding of the cost of certain improvements such athletic fields to accommodate the use of such athletic fields for the game of cricket, and to reserve two of the three athletic fields to operate a nonprofit, amateur cricket academy and club; and

**WHEREAS**, the Board of Aldermen finds and determines that it is in the best interests of the City to enter into an Athletic Field Improvement and Reservation Agreement with ACA&C.

**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 Athletic Field Improvement and Reservation Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are in all respects approved, and the Mayor is hereby authorized, empowered and directed to accept, execute, acknowledge, deliver and administer on behalf of the

City such Athletic Field Improvement and Reservation Agreement in substantially the form attached hereto.

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

Read two times and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

## ATHLETIC FIELD IMPROVEMENT AND RESERVATION AGREEMENT

This Athletic Field Improvement and Reservation Agreement (the "Agreement") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date"), by and between CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri, (hereinafter "City"), and AMERICAN CRICKET ACADEMY AND CLUB, a Missouri nonprofit corporation (hereinafter "ACA&C").

### BACKGROUND AND STATEMENT OF PURPOSE

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

B. City is the lessee of certain real property owned by the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District ("GRG") pursuant to an Operating Agreement and Lease by and between City and GRG dated as of May 23, 2007 generally depicted and identified as "Barathaven Park" on **Exhibit A**, attached hereto and incorporated by reference herein (the "Premises").

C. City operates and uses the Premises as a public park, which includes three athletic fields more particularly depicted on **Exhibit B**, attached hereto and incorporated by reference herein (the "Athletic Fields").

D. ACA&C and City desire to cooperate in the improvement of the Athletic Fields to accommodate the use of the Athletic Fields for the game of cricket.

E. ACA&C desires to enter into a contractual arrangement with City regarding ACA&C's funding of the cost of certain improvements to the Athletic Fields to accommodate the use of the Athletic Fields for the game of cricket, such improvements being more particularly depicted on **Exhibit B**, attached hereto and incorporated by reference herein (the "Improvements"), and to reserve the Cricket Field (hereinafter defined) to operate a nonprofit, amateur cricket academy and club.

F. It is the Parties' intent that the cost of the Improvements will be reimbursed to the City by ACA&C. In exchange, the City will waive reservation fees for three years and will offer a discounted reservation fee for the 4th and 5th year of this Agreement. The value of the Improvements is expected to be \$26,887.35. The reservation fees waived in the years 1-3 are deemed to be \$6,448 per year, totaling \$19,344. The discounted fees in years 4 and 5 are deemed to be \$6448 per year compared to \$9920 per year undiscounted. The discounted value for 2 years totals \$6,944. The deemed value of waived fees and discounted fees totals \$26,288. The

calculation of annual fees is based on reservation of 2 soccer fields for 31 days or 62 field days times 8 hours at \$13.00 per hour (62 X 8 X \$13 = \$6448). See Section 5, below.

G. The parties desire to set forth herein the terms and conditions for the Improvements and reservation of the Cricket Pitch.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. CRICKET FIELD. The parties designate the following real property as the Cricket Field subject to this Agreement, to wit:

That portion of the Athletic Fields comprising the cricket pitch and cricket playing field depicted on **Exhibit B** and identified as Field 1 and Field 2 (the "Cricket Field").

SECTION 2. IMPROVEMENTS TO CRICKET FIELD. Subject to payment by ACA&C to City as set forth in Section 3 of this Agreement, City shall bear the entire cost for construction, installation, and maintenance of the Improvements. The City shall retain all right, title and ownership to the Premises, the Athletic Fields, the Cricket Field and any and all improvements thereon, including, but not limited to, the Improvements.

SECTION 3. IMPROVEMENT COSTS. ACA&C agrees to pay to the City an amount equal to Twenty-six Thousand Eight Hundred Eighty-seven and 35/100 Dollars (\$26,887.35) for the costs of installing and constructing the Improvements (the "Improvement Costs"). The Improvement Costs shall be made to the City in installments, as follows:

1. On or before the Effective Date of this Agreement, ACA&C shall pay to the City, in immediately available funds, an amount equal to Ten Thousand Dollars (\$10,000.00); and
2. On or before October 1, 2016, ACA&C shall pay to the City, in immediately available funds, an amount equal to Eight Thousand Four Hundred Forty-three and 67/100 Dollars (\$8,443.67).
3. On or before December 1, 2016, ACA&C shall pay to the City, in immediately available funds, an amount equal to Eight Thousand Four Hundred Forty-three and 67/100 Dollars (\$8,443.67).

Nothing contained herein shall vest in ACA&C any ownership right or title to the Premises, the Athletic Fields, the Cricket Field or any improvements thereon, including, but not limited to, the Improvements.

SECTION 4. RESERVATION OF CRICKET FIELD AND IMPROVEMENTS. Subject to all laws, ordinances, regulations and policies of the City regarding the use of the Athletic Fields not inconsistent with the terms of this Agreement, copies of such laws, ordinances, regulations and policies being on file in the office of the City Clerk and incorporated by reference herein, ACA&C shall have the exclusive right to reserve the Cricket Field for the following dates and times:

- A. City agrees to reserve the Cricket Field for use by ACA&C for purposes of operating a nonprofit amateur cricket academy and club during the following periods of time:
1. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from the Effective Date of this Agreement to November 30, 2016 (the "2016 Reservation Period");
  2. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2017 to November 30, 2017 (the "2017 Reservation Period"); and
  3. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2018 to November 30, 2018 (the "2018 Reservation Period").
- B. ACA&C shall, upon submitting to City no later than sixty (60) days prior to the first date of the reservation period a completed Parks & Recreation Services Athletic Field Reservation form, a copy of which is attached hereto as **Exhibit C** (the "Reservation Form"), and the Additional Reservation Fee required pursuant to Section 5(B) of this Agreement, have the exclusive right, but not the obligation, to reserve the Cricket Field for the following dates and times:
1. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2019 to November 30, 2019 (the "2019 Reservation Period"); and
  2. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2020 to November 30, 2020 (the "2020 Reservation Period") (the 2019 Reservation Period and the 2020 Reservation Period being hereinafter referred to, individually and generically, as a "Additional Reservation Period," and, collectively, as the "Additional Reservation Periods").

Should ACA&C fail to reserve the Cricket Field by the time set forth above for either the 2019 Reservation Period or the 2020 Reservation Period, the City may permit other third parties to reserve the Cricket Field, or part thereof, consistent with the laws, ordinances, policies and regulations of the City then in place.

- C. For Reservation Periods beyond 2020 the ACA&C will have an opportunity to preregister for further Annual Reservation Periods at the reservation rate then in effect for Dardenne Prairie Residents.

ACA&C's right to reserve the Cricket Field for the 2016 Reservation Period is expressly conditioned upon City's receipt of payment from ACA&C pursuant to Section 3(A) of this Agreement. ACA&C's right to reserve the Cricket Field for the 2016 Reservation Period and the Additional Reservation Periods (hereinafter defined) is expressly conditioned upon City's receipt of the payment from ACA&C pursuant to Section 3(B) of this Agreement.

The reservations authorized pursuant to this Section give ACA&C, its employees, agents, and invitees, a revocable license to enter onto the Cricket Field for purposes of operating a nonprofit amateur cricket academy and club subject to all laws, ordinances, regulations and policies of the City now in effect or hereinafter promulgated by the City regarding the use of the Athletic Fields. ACA&C further acknowledges and agrees that this license is a mere privilege to go upon the Cricket Field for a particular purpose, and that it does not operate to convey any interest, estate or easement in such Cricket Field. ACA&C further acknowledges and agrees that this license is not coupled with an interest, that this license is not supported by valuable consideration, that it is not necessary to ACA&C's possession or enjoyment of any right or privilege as a result of this license, or any other agreement between City and ACA&C.

#### SECTION 5. RESERVATION FEES.

- A. City agrees to waive any and all fees of the City now or hereinafter required by the City for reservation of the Athletic Fields for ACA&C's reservation of the Cricket Field during the dates and times set forth in Section 4(A) of this Agreement.
- B. ACA&C agrees to pay to the City for each Additional Reservation Period, Six Thousand Four Hundred Forty-eight Dollars (\$6,448.00) (the "Additional Reservation Fee").

#### SECTION 6. PARKING.

- A. ACA&C confirms and acknowledges that use of the parking lot adjacent to the Athletic Fields is allowed as an informal accommodation to the City by the current owners of the property upon which the parking lot is located. The City has no right to require the owners of said parking lot to permit ACA&C to use said parking lot, nor is any right conferred upon ACA&C pursuant to the terms of this Agreement. ACA&C further confirms and acknowledges that the property upon which the parking lot is located is listed for sale by the owners thereof, and the current and any subsequent owner may discontinue allowing public access to or use of the parking lot at any time. City is under no obligation to provide ACA&C access to parking facilities. The ACA&C acknowledges that the City may and most likely will prohibit athletic field visitors from parking vehicles on streets in the adjacent Barathaven Subdivision.
- B. In the event that the current or future owner of the parking lot adjacent to the Athletic Fields prohibit the use of the parking lot by users of the Athletic Fields, the City will have no obligation to refund any money to ACA&C previously paid to the City pursuant to this Agreement.

SECTION 7. ASSIGNMENT. No part of this Agreement shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever; and, any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

SECTION 8. INDEMNITY AND RELEASE. In consideration of the use of the Cricket Field, and other good and valuable consideration, the receipt and sufficiency of which is hereby

acknowledged, ACA&C does hereby release, and agree to indemnify, defend and hold harmless City, its officers, agents, public officials, servants, and employees from and of any and all liability, including, but not limited to damages, or claims for damages arising from, or as a result of, the actions or omission, whether negligent or not, of ACA&C, its agents, contractors, volunteers, employees or invitees in connection with and during the use of the Cricket Field. The provisions of this Section 5 shall survive the termination of this Agreement.

SECTION 9. INSURANCE. ACA&C covenants and agrees that during any reservation period set forth in Section 4 of this Agreement, ACA&C will carry and maintain, at its sole cost and expense, the following types of insurance, naming City as an additional insured therein and in the amounts specified and in the form hereinafter provided for:

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

2. Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in Missouri. Executed copies of such policies of insurance or certificates thereof, showing City as an additional insured, shall be delivered to City on or before the Effective Date of this Agreement, and thereafter evidence of renewal shall be furnished City during the term of this Agreement. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by ACA&C in like manner and to like extent.

SECTION 10. MISCELLANEOUS PROVISIONS.

A. Amendment. The provisions of the Agreement may be amended, but only with the written consent of the parties.

B. 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 of 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.

C. Governing Law. It is agreed by the parties that the construction, enforcement and effect of this Agreement shall be governed by the laws of the State of Missouri.

D. Severability. It is understood and agreed by the parties that if any term, part or provision of this Agreement is held to be illegal or unenforceable, then the remaining parts, terms, provision or portions of the same shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held invalid.

E. Authorization and Capacity. ACA&C and City 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 ACA&C and City, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other copies of such corporate resolutions, certificates and agreements as the other shall reasonably require in order to confirm such authority and capacity of ACA&C and City and of the persons who are to execute documents in connection herewith.

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

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

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

If to ACA&C: AMERICAN CRICKET ACADEMY AND CLUB  
Attn: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or to such other person or address as ACA&C shall designate to City in writing, and shall be deemed given when so mailed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



**AMERICAN CRICKET ACADEMY AND CLUB,**  
a Missouri nonprofit corporation

By: \_\_\_\_\_  
(Name)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of American Cricket Academy & Club, a Missouri nonprofit corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said \_\_\_\_\_ acknowledged said instrument to be the free act and deed of said corporation.

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

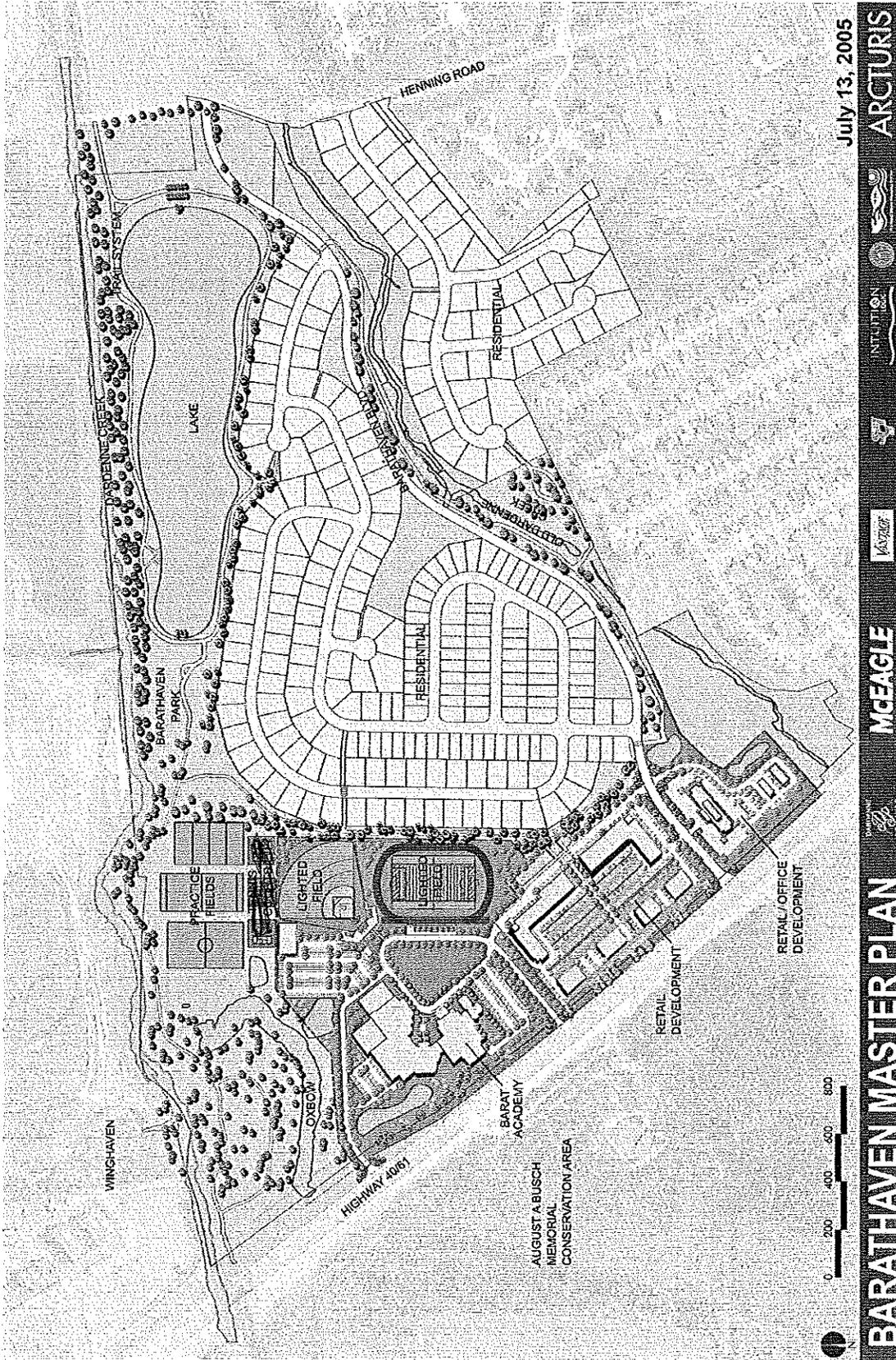
\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**

**GENERAL DEPICTION OF THE LEASED AREA**

# EXHIBIT A



July 13, 2005

ARCTURIS



MCEAGLE

BARATHAVEN MASTER PLAN



**EXHIBIT B**

**DEPICTION OF ATHLETIC FIELDS AND IMPROVEMENTS**



**EXHIBIT C**  
**RESERVATION FORM**



City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Parks & Recreation Services Athletic Field Reservations-2016

APPLICANT NAME: TEAM NAME: # of PARTICIPANTS:
APPLICANT ADDRESS: CITY/STATE/ZIP:
APPLICANT PHONE (CELL): (CELL PROVIDER):
ALTERNATE PHONE: EMAIL:
SPONSORING ORGANIZATION (if applicable): TEAM NAME:

Scheduling Guidelines

Registration for athletic fields will begin on January 11, 2016, at 9am at the Dardenne Prairie City Hall. Completed applications will be left with City staff and processed in the order received.

- 1. Each team is allowed to reserve 1 practice session per field per week.
2. Practice sessions are reserved for 1 1/2, or 2 hour sessions.
3. Each team is allowed to reserve 12 practice sessions (12 weeks) per permit.
4. A resident reservation fee of \$20.00/hr will be collected prior to issuance of permit. Non-resident fee is \$30.00/hr.
5. A field light usage fee of \$10.00 per hour will also be collected if the lights are needed. (DAA fields only)
6. Reservations for athletic fields must be made in person, Phone calls to check field availability will be accepted.
7. Changes to reservations must be made in advance and in person at City Hall.
8. Changes will not be made unless the original permit is surrendered.
9. There are no refunds for rainouts or unused scheduled time.
10. A current certificate of insurance naming the City of Dardenne Prairie as "ADDITIONALLY INSURED" is required.

- Barathaven Athletic Fields Bluebird Meadows Dardenne Athletic Fields\*\*
Soccer Football Lacrosse Softball Baseball

Table with 4 columns: Date, Start Time/Finish Time, Lights Needed? (Dardenne Athletic Fields), Estimated # of Attendees. Rows 1-6.

General Park Rules (violation of park rules may result in revocation of permit)

- All recreational facilities shall be used in compliance with the Municipal Code of the City of Dardenne Prairie, Missouri, and the rules and regulations promulgated pursuant thereto.
Parks and athletic fields are open from sunrise to sunset unless otherwise specified on usage permit.
Use of wet athletic fields is prohibited.
Applicants and their officers, agents, guests and invitees are expected to use sportsman like conduct at all times.
Equipment such as goals, goal posts, balls, etc. and field lining are not supplied by the City.
Permit holder is responsible for leaving the assigned area(s) clean and in order.
Permit holder is responsible for reparation of any damages arising from their use of City recreational facilities.
For the safety of all guests, glass containers are prohibited.
Consumption of alcoholic beverages on City owned parking lots or within vehicles while parked on the parking lots is strictly prohibited.
Guests must park in designated parking spaces only.
The permit holder/organization shall be responsible for the preparation and maintenance of the facilities outlined on the Facility Use Permit. This includes but is not limited to; lining of fields, field dressing with rake, ground inspection prior to use to ensure holes are filled and free of debris, etc.
The permit holder/organization shall be responsible for providing all equipment needed for use of City recreational facilities. Such equipment includes but is not limited to; goals, goal posts, balls and nets, etc.
The permit holder/organization shall be responsible for determining if field conditions are suitable for play or if games should be cancelled. The permit holder/organization is responsible for repairing damaged fields. Future reservations may be revoked due to damaged fields.
If fields are cancelled at least 48 hours in advance, a credit will be applied to the permit holder/organization's account. Refunds are not given for cancellations due to weather or for time scheduled but not used.
The permit holder/organization shall be responsible for the proper operation and cleanup of all recreational facilities during the period of time such recreational facilities are reserved for use (i.e., check for holes, pick up glass, pick up trash following athletic function or other event).

I (we), for myself, my employees, agents, participants and invitees, hereby expressly release and discharge the City from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to the property, and all claims, suits demands, losses, costs and expenses (including attorneys' fees) arising from or alleged to arise from the use of City recreational facilities pursuant to this Agreement, that may be sustained by myself, my employees, agents, participants or invitees while on City property during the term of this Agreement. I (we) further agree to indemnify and hold harmless the City from any and all liability arising from or alleged to arise from the use of City recreational facilities, including, but not limited to, bodily injury (including death), damage to property, and all claims, suits, demands, losses, costs and expenses (including attorneys' fees). I (we) am covered by my (our) own personal, or my groups own insurance for accidents and incidents that might arise during activities in the City Park, which coverage shall be effective on or before the date my (our) use of City recreational facilities shall have begun.

Facility Use Permits are issued in accordance with the Municipal Code of the City of Dardenne Prairie, Missouri, and departmental rules and regulations concerning park usage.

Signature Date

**RESOLUTION NO. 266**

**A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE  
A ROAD BOARD FUNDING APPLICATION FOR FUNDS  
TO IMPROVE THE PORTION OF HANLEY ROAD THAT  
IS NORTH OF FEISE ROAD**

**WHEREAS**, the Board of Aldermen desires to make improvements to the portion of Hanley Road lying to the north of Feise Road (the "Hanley Road Reconstruction and Improvements Project"); and

**WHEREAS**, the Board of Aldermen desires to submit a Road Board Funding Application (the "Road Board Application") to the St. Charles County Road Board for cost sharing funds for the Hanley Road Reconstruction and Improvements Project;

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

**SECTION 1.** That the form, terms, and provisions of the Road Board Application, attached hereto as **Exhibit A** and incorporated by reference herein, requesting financing assistance from the St. Charles County Road Board for the Hanley Road Reconstruction and Improvements Project, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to execute, acknowledge, deliver and administer on behalf of the City such Road Board Application in substantially the form attached hereto.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**[ATTACH COPY OF ROAD BOARD APPLICATION]**

5-13-16 - Luke Kehoe to provide prior to meeting

**RESOLUTION NO. 267**

**A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE  
A ROAD BOARD FUNDING APPLICATION FOR FUNDS  
TO IMPROVE THE PORTION OF WELDON SPRING  
ROAD FROM ITS SOUTHERN INTERSECTION WITH  
TECHNOLOGY DRIVE TO ITS WESTERN  
INTERSECTION WITH TECHNOLOGY DRIVE**

**WHEREAS**, the Board of Aldermen desires to make improvements to the portion of Weldon Spring Road from its southern intersection with Technology Drive to its western intersection with Technology Drive (the "Weldon Spring Road Reconstruction and Improvements Project"); and

**WHEREAS**, the Board of Aldermen desires to submit a Road Board Funding Application (the "Road Board Application") to the St. Charles County Road Board for cost sharing funds for the Weldon Spring Road Reconstruction and Improvements Project;

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

**SECTION 1.** That the form, terms, and provisions of the Road Board Application, attached hereto as **Exhibit A** and incorporated by reference herein, requesting financing assistance from the St. Charles County Road Board for the Weldon Spring Road Reconstruction and Improvements Project, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to execute, acknowledge, deliver and administer on behalf of the City such Road Board Application in substantially the form attached hereto.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

**EXHIBIT A**

**[ATTACH COPY OF ROAD BOARD APPLICATION]**

5.13.16

Luke Kehoe to provide prior to meeting.

**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 KNOWN AS "CORA MARIE'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.

RECEIVED  
FEB 01 2016

City of  
Dardenne Prairie

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:22 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 Blake Nay.

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

#### CONSENT AGENDA

1. Board of Aldermen Minutes 4-20-16
2. Workshop Summary 4-20-16
3. Expenditures for Approval 5-4-16

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

OPEN FORUM – The following individual was in attendance to speak:

Arnie Dienoff – P.O. Box 1535, 63366

#### 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.
2. A Conditional Use Permit Application for an approximate 6.25 acres of land more or less of the approximate 15.79 acres of land commonly known as 1575 Bryan Road bounded by Feise Road on the south by Bryan Road on the east and by the “West Branch Tributary B” creek on the north and west, and more particularly described in the Conditional Use Permit Application received by the City on March 7, 2016 from Applicant BFA, Inc., Engineer for Contractor Purchaser/Developer Wal-Mart Stores, Inc. and from the Property Owner Cora Bopp Family Limited Partnership.

A motion was made by Alderman Nay, Seconded by Alderman Santos to continue the Public Hearings to 5-18-16. Motion passed unanimously.

NEW BUSINESS

**Resolution #264**

A RESOLUTION OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REPEALING RESOLUTION NO. 262 AUTHORIZING THE APPOINTMENT OF A SUCCESSOR TRUSTEE, PAYING AGENT AND REGISTRAR FOR CERTAIN SERIES OF CERTIFICATES OF PARTICIPATION; AND AUTHORIZING CERTAIN OTHER ACTIONS AND DOCUMENTS IN CONNECTION THEREWITH.

A motion was made by Alderman Santos, Seconded by Alderman Wandling to adopt Resolution #264. Roll call was as follows:

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

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to read Bill #16-14 for the first time by short title only. Motion passed unanimously.

**Bill #16-14**

AN ORDINANCE APPROVING THE DELIVERY OF REFUNDING CERTIFICATES OF PARTICIPATION (CITY OF DARDENNE PRAIRIE, MISSOURI, LESSEE), SERIES 2016 FOR THE PURPOSE OF REFUNDING THE CITY'S OUTSTANDING CERTIFICATES OF PARTICIPATION, SERIES 2008 AND CERTIFICATES OF PARTICIPATION, SERIES 2009; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF THE CERTIFICATES.

A motion was made by Alderman Santos, Seconded by Alderman Nay to read Bill #16-14 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Nay, Seconded by Alderman Klingerman to put Bill #16-14 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-14 passed and designated it to be Ordinance #1802.

**Resolution #265**

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CONSENTING TO THE MAYOR'S APPOINTMENT OF DALE GROVE TO THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT

A motion was made by Alderman Nay, Seconded by Alderman Klingerman to adopt Resolution #265. Roll call was as follows:

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

**OLD BUSINESS**

**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 Santos, Seconded by Alderman Wandling to postpone Bill #16-10 until 5-18-16. Motion passed unanimously.

**STAFF COMMUNICATIONS**

Alderman Santos requested an update on the ballfields and mentioned an issue with the pitching machines.

**ADJOURNMENT**

With no objections the meeting was adjourned at 7:57 p.m.

Respectfully submitted,

---

Kim Clark, City Clerk

## **WORKSHOP SUMMARY**

**MAY 4, 2016**

The City of Dardenne Prairie workshop session was called to order at 5:36 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 Nay, Wandling, Klingerman and Santos. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff member Jeff Amelong was also in attendance.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Community Electronic Information Signage
2. Short Term Goals (0 – 3 year projects)
3. Long Term Goals (3 – 10 year projects)
4. Review of Board of Aldermen Meeting Agenda (05-04-16)

### **ADJOURNMENT**

A motion was made by Alderman Santos, Seconded by Alderman Klingerman to adjourn the meeting at 7:04 p.m.

Respectfully submitted,

---

Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL****5/18/2016**

1 Ameren	Street Lights to 5/3	42.46
2 Charter	City Hall Internet	123.19
3 County Land Maintenance	Fertilizer: City Hall & Ballfield	411.00
4 GFI	Copier Fees	129.28
5 GFI Digital	Computer Maintenance thru 6/12/16 & WiFi extender	919.98
6 Insurance: Capital Administrators	Vision: May, 2016	91.15
7 Insurance: FCL Dental	Dental: June, 2016	403.74
8 Kehoe Engineering	Engineering: April, 2016	20,545.78
9 Kehoe Engineering	Reimbursable Engineering: April, 2016 (85%)	382.50
10 Kone	Annual Elevator Inspection	795.00
11 LAGERS	April, 2016	2,516.98
12 Marely	AED Maintenance	242.25
13 MO State Highway Patrol	Background Check: New Employee	12.00
14 MOCCFOA	Annual Membership: Clark	35.00
15 Office Essentials	Office & Coffee Supplies	177.61
16 Parks: Fanfare	8/20/16 Performance	1,000.00
17 Parks: Fresh Rain	8/6/16 Performance	550.00
18 Parks: Kevin Dickherber	6/11/16 Performance	350.00
19 Parks: Leland's Road	5/21/16 Performance	1,000.00
20 Parks: Rob Fox	7/9/16 Performance	3,000.00
21 Pass Security	Camera Maintenance	257.00
22 Payroll	Payroll: 05-06-16	15,837.15
23 PGAV	Professional Services ending April 30, 2016	2,730.00
24 PNC	Credit Card Charges	2,114.02
25 PWSD #2	City Hall Fountain to 4-20-16	30.33
26 PWSD #2	City Hall to 4-20-16	180.37
27 Sprint	Amelong Cell Phone	75.74
28 St. Louis Post Dispatch	Public Hearing Notice: Fireworks	582.38
29 Suburban Journals	Annual Subscription	19.76
30 Thoele	Gasoline Charges to 4/30/16	548.31
31 Tracker Designs	Monthly Website Search Engine	65.00
32 Windstream	Phone Service	633.39
		<b>55,801.37</b>

Approved by Board of Aldermen 5-18-16

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Mayor David C. Zucker

TREASURER'S REPORT

As of April 30, 2016

Special Revenue Fund	243,478.12
General Fund	3,585,982.65
Parks & Storm Water Fund	77,646.10
Capital Improvement Sales Tax Fund	217,555.03
Municipal Bond Account	2,481.00
Escrow/Bond Account	124,824.09
Petty Cash	100.00
Cash Drawer	200.00
<b>TOTAL</b>	<b>4,252,266.99</b>
COP Series 2008 (Reserve)	248,222.99
COP Series 2009	1.16
Bryan Road NID Bond Fund	132,345.11
Bryan Road NID Bond Reserve Fund	121,326.79

Respectfully submitted,



Kim Clark  
City Clerk/Treasurer

16-195



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

**TEMPORARY USE PERMIT APPLICATION**  
CITY OF DARDENNE PRAIRIE, MISSOURI  
[www.DardennePrairie.org](http://www.DardennePrairie.org)

To the Mayor of Dardenne Prairie:

I/We request permission for the following land use:

- Temporary Retail Sales\*
- Seasonal Sales\*
- Mobile home (due to disaster)\*
- Real Estate Office (incidental to a new housing development) \*
- Contractor's Office/Shed\*
- Carnival/Circus

Cost of land use improvements \_\_\_\_\_

Description of land use: PARISH PICNIC/CARNIVAL JUNE 3, 4, 5 2016

Location of temporary land use: 7701 HIGHWAY N DARDENNE PRAIRIE, MO.

Based on good weather conditions, this land use will commence on June 3, 2016 and will continue for approximately 3 days. (date)

The permit application fee of \$ 150<sup>00</sup> has been paid.

A cash deposit or bond in the amount of \$ \_\_\_\_\_ has been placed with the City\*\*.

The Mayor, with approval by the Board of Aldermen, is authorized to issue or deny a permit for a temporary use within any zoning district provided it meets the requirements of Section 405.430 of the Municipal Code and does not create a concern regarding health, safety, traffic and the general welfare. The permit may be issued for a specified period of time and shall contain provisions regarding health, safety, traffic and the general welfare. The Mayor and Board of Aldermen may require such assurances or guarantees of compliance with conditions as are reasonable and appropriate under the circumstances.

Existing drainage directions and patterns shall be maintained. All necessary siltation control measures shall be installed to prevent material from disturbed areas being deposited into storm sewers and/or onto adjacent properties pursuant to Section 410.080 of the Municipal Code.

\* Attach a concept plan or site plan for the site drawn to scale depicting the proposed temporary land use and its relation to adjacent properties, utilities and streets and include proposed building(s), parking areas, utilities and sidewalks with significant dimensions were appropriate to clarify the plan for review and approval by the City Engineer.

\*\* If required by the Board of Aldermen. The applicant has 2 years from the date this permit is issued to request a refund of any cash deposited with the City of Dardenne Prairie, Missouri. After 2 years, all such cash deposits not used or refunded will be deemed relinquished to the City of Dardenne Prairie, Missouri.

PAID  
MAY 03 2016  
BY: HKV CK# 9515  
Rec# 16-0183

Monsignor Ted L. Wojcicki  
OWNER

John T. Leger  
APPLICANT

(Msgr) Ted L Wojcicki 5/3/16  
Authorized Signature Date

John T Leger 5/3/2016  
Authorized Signature Date

Msgr. Ted L. Wojcicki (PASTOR)  
Printed Name

John T. Leger Director of Admin.  
Printed Name, Title

7707 Hwy N  
Street Address

7707 Hwy N  
Street Address

Dardenne Prairie, Mo. 63368  
City/State/Zip Code

Dardenne Prairie, Mo. 63368  
City/State/Zip Code

636-561-6611 636-561-3883  
Telephone Facsimile

636-561-6611 636-561-3883  
Telephone Facsimile

NOTE: By affixing signatures to this application form, the Applicant and Owner hereby verify that: they have reviewed the applicable zoning regulations; they are familiar with the specific requirements relative to this application; and they take full responsibility for this application. The above signatures further indicate that the information provided on this form and any additional data attached hereto is true, complete, and accurate.

Complete application and submit with the non-refundable fee of \$150.00 to:

City of Dardenne Prairie  
2032 Hanley Road  
Dardenne Prairie, MO 63368

For Office Use Only

Permit No. \_\_\_\_\_

Approved by the Board of Aldermen with the following conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A Building Permit:  is not required.  
 is required (Building Department - (636) 561-1718).

By: \_\_\_\_\_  
Mayor Date

DARDENNE

# Liquor License Application



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

Name of Business:

IMMACULATE CONCEPTION CHURCH

Location Address:

7701 HIGHWAY N  
DARDENNE PRAIRIE, Mo. 63368

Mailing Address:

7701 HIGHWAY N  
DARDENNE PRAIRIE, Mo. 63368

Name of Applicant:

MONSIGNOR TED L. WOJCICKI

Applicant Email Address:

msgtrted.wojcicki@icdparish.org

Address:

7701 HIGHWAY N  
DARDENNE PRAIRIE, Mo. 63368

Driver's License #:

T 980853144 State: MISSOURI

Date of Birth

10-24-1949

Place of Birth

ST. LOUIS, Mo.

Business Phone:

(636)-561-6611

Home Phone:

636-561-6611

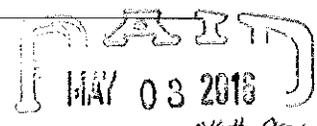
- Has applicant ever had a liquor license previously? YES XX NO \_\_\_  
If YES give place: Picnic 2015
- Has applicant ever had liquor license revoked? YES \_\_\_ NO XX  
If YES give date and place:
- Has applicant ever been convicted of a violation of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer? YES \_\_\_ NO XX  
If YES give dates, locations, and charges:
- Has applicant ever been convicted of a Felony Offense? YES \_\_\_ NO XX  
If YES give dates, locations and charges:
- Has applicant ever been convicted of a misdemeanor offence? YES \_\_\_ NO XX  
If YES give dates, locations and charges:

Type of liquor license applying for: Immaculate Conception Picnic/CARNIVAL JUNE 3,4,5 2016

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.

(M/L) Ted L Wojcicki  
Signature

Date



BY: TKV CK# 9514 REC# 16-0143

- ( ) \$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**

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

Of the license fee to be paid for any such license, the applicant shall pay as many twelfths (12ths) as there are months (part of a month counted as a month) remaining from the date of the license to the next succeeding July first (1<sup>st</sup>)

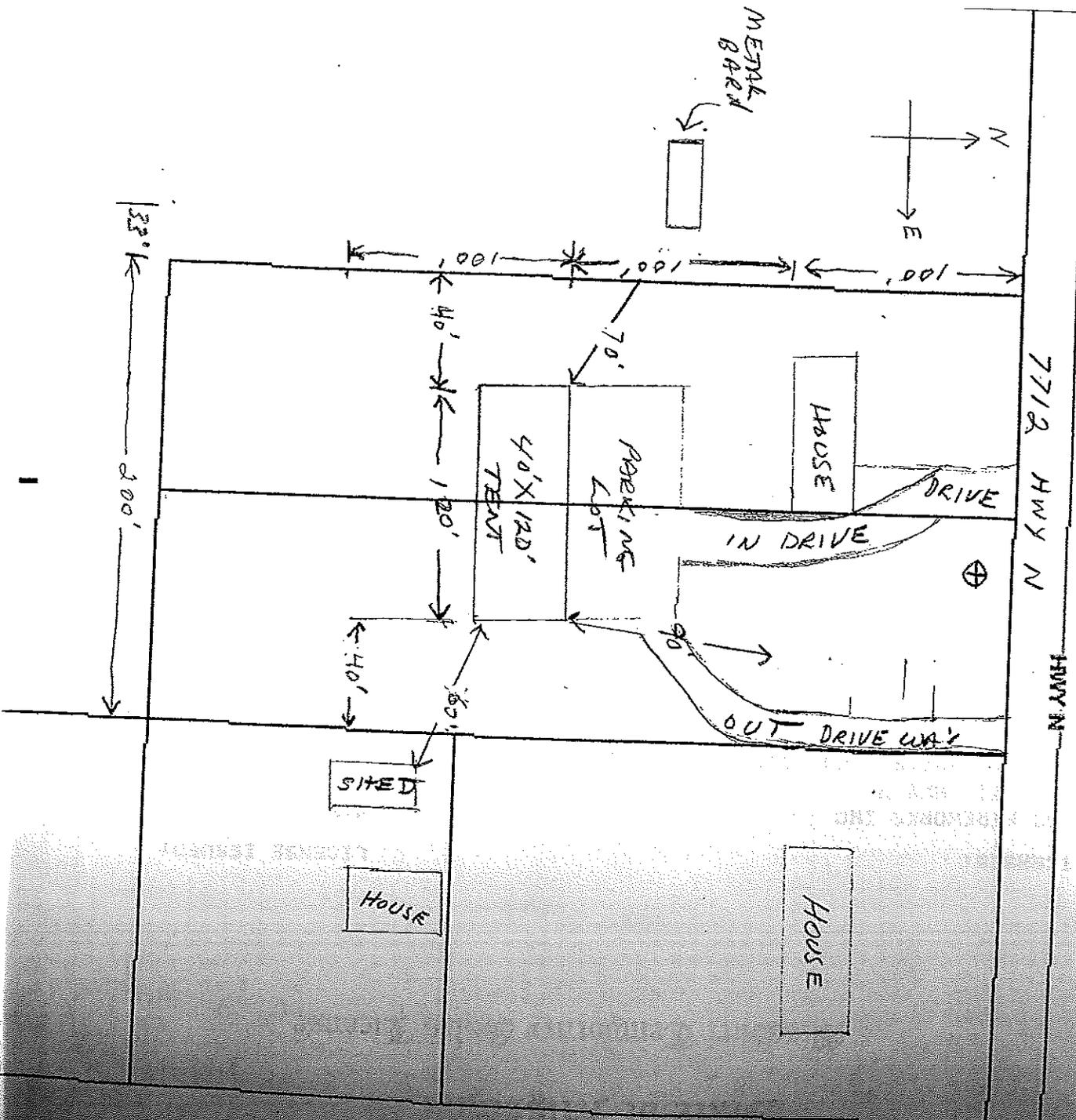
**This is to certify that the above application was filed with the Dardenne Prairie City Clerk**

on \_\_\_\_\_ accompanied by the required license fee of \$ \_\_\_\_\_

\_\_\_\_\_  
City Clerk of Dardenne Prairie, Missouri

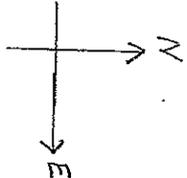


DAD'S FIREWORK



7712 HWY N

HWY N



MEETAL BAR

HOUSE

40' X 120' TENT

PARKING LOT

DRIVE

IN DRIVE

OUT DRIVE WAY

SITED

HOUSE

HOUSE

333'

300'

100' 100' 100'

40'

70'

120'

40'

60'



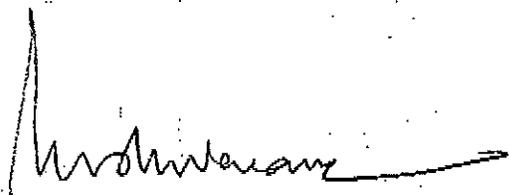
90

TriColor LLC  
920 Bellerive Manor Drive  
Creve Coeur, MO 63141

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TO WHOM IT MAY CONCERN

We authorize Dad's Fire Works to conduct Firework sale in our property at 7712 and 7706 Highway N in Dardenne Prairie for the summer of 2016, during months of June and July. Please contact me if there are any questions.



K.N.Shivaram,  
Tricolor LLC

5/11/2016

drshivmd@hotmail.com

314 757 3555

Faxed to 636 625 0077



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/11/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (Auto No. Ext): 216-658-7100 FAX (Auto. No.): 216-658-7101 E-MAIL ADDRESS: info@brittongallagher.com
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Everest Indemnity Insurance Co. NAIC # 10851 INSURER D: INSURER C: INSURER D: INSURER E: INSURER F:

INSURIDB 18166

Ingram Enterprises, Inc.  
dba Fireworks Over America  
1100 West 40 Highway  
Odessa MO 64076

**COVERAGES**      **CERTIFICATE NUMBER: 1137587589**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2500 Deductible GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOG		SIGL0055-151	12/1/2015	12/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			NO STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.

Additional Insured:  
 Stand Owner: Paul and Pat Lancaster; Dad's Fireworks, Inc.  
 Property Owner: Tricolor, LLC  
 Other: Sudhir Ralkar and Sudhir Atiuri and Deoh Anand and Kalugolla Shivaram and Sivasankara Konala; The City of Dardenne Prairie, MO  
 Location: 7706-7712 Highway N, Dardenne Prairie, MO  
 See Attached...

<b>CERTIFICATE HOLDER</b> Dad's Fireworks, Inc. Paul and Patricia Lancaster 1636 Rahmier Road Moscow Mills MO 63362	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: 19166

LOC#: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Britton-Gallagher and Associates, Inc.		NAMED INSURED Ingram Enterprises, Inc. dba Fireworks Over America 1100 West 40 Highway Odessa MO 64078	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Effective Dates: June 20, 2016 through July 10, 2016  
 The Certificate Holder as well as the above listed are Additional Insured respects to General Liability policy as required by written contract.

**DARDENNE PRAIRIE  
BUSINESS EMERGENCY CONTACT FORM**

Information contained on this form will be kept confidential and will be used when an emergency or unusual situation arises at the business indicated. Persons listed on the form should be those that have keys and a working knowledge of the alarms (if any), business layout and business operation. A copy of this form will be provided to the St. Charles County Sheriffs Department, which is the law enforcement authority for Dardenne Prairie. Please list people who can respond in a reasonable amount of time. **Please be aware that you will not receive a Business License without completing and attaching this form to your Business Application or Renewal Form.**

**Please print or type:**

Business Owner's Name PAUL & PATRICIA LANCASTER

Business Name DAD'S FIREWORKS INC.

Business Address 1636 RAHMIER RD MOSCOW MILLS, MO. 63368

Plaza/Business Center Name(if applicable) \_\_\_\_\_

Alarm Company (if equipped) \_\_\_\_\_

Alarm Company Phone ( ) \_\_\_\_\_

**Contact Personnel in Order:**

Call First:  
Name: PAUL LANCASTER Phone: 636-366-4000 HOME  
(636) 734-1038 CEL

Then Try:  
Name: PATRICIA LANCASTER Phone: 636-366-4000 HOME  
(636) 734-1188 CEL

Next Try:  
Name: PAM CREAMER Phone: 636-356-4080 HOME  
(636)-734-9029 CEL

Any special notes or considerations (Dogs, Chemicals, Hazardous areas, etc.)

PRODUCT FOR SALE: FIREWORKS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



City of Dardenne Prairie  
2032 Hanley Road  
Dardenne Prairie, MO 63368  
636-561-1718

16-197

### TEMPORARY USE PERMIT- FIREWORKS STANDS OR TENTS

Applications must be completed in full for each location in Dardenne Prairie and submitted to the City Clerk. (Incomplete applications will be returned.)

All permits shall expire on the eighth day following July 4<sup>th</sup> of every year.

This application must be submitted to the City Clerk along with a cashier's check for \$3000.00, site plan, letter from property owner, certificate of insurance, and emergency contact form.

5/2/16  
Application Date

Location of Stand/Tent 7938 HWY, N

Name of Business FIREWORKS CITY

Business Owner MERAMEC SPECIALTY COMPANY

Address P.O. BOX 305

City, State & Zip ARNOLD, MO 63010

Phone 636-296-5564

Name & Phone # of Senior Manager on Site THOMAS R. DIXON, 314-540-1933  
SECI-TREAS.

Property Owner Name DARDENNE CREEK FARMS, INC. (ROB SHATKO)

Property Owner Address 3153 HOPEWELL ROAD

City, State, & Zip WENTZVILLE, MO 63385

Property Owner Phone 636-398-6914

MO Sales Tax # (Attach a copy of MO Retail Sales License) 11174277

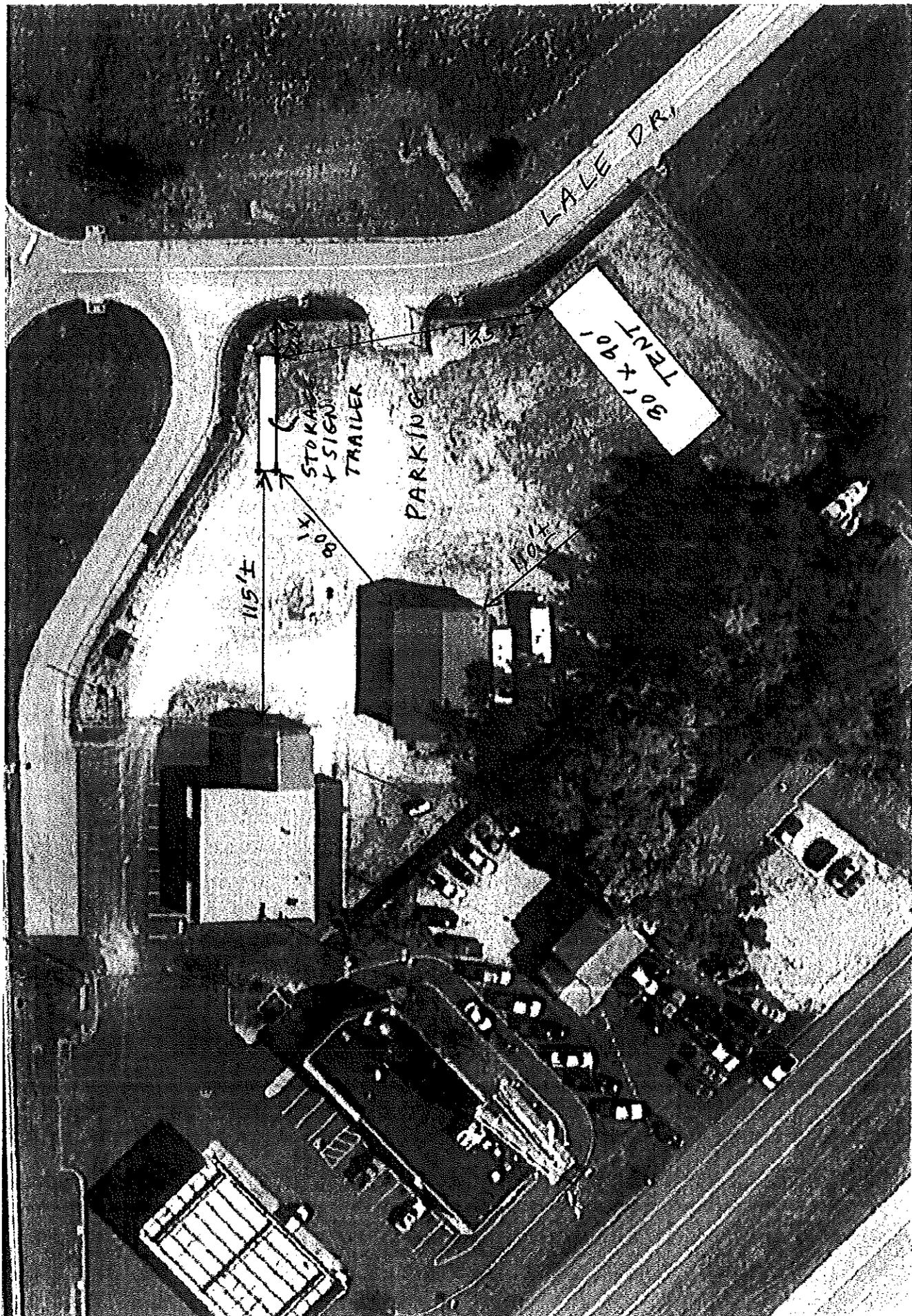
MERAMEC SPECIALTY CO,  
By Thomas R. Dixon, SECI-  
Applicant Signature TREAS.

NOTE: By affixing signatures to this application form, the Applicant hereby verifies that they have reviewed the applicable zoning regulations; they are familiar with the specific requirements relative to this application; and they take full responsibility for this application. The above signature further indicates that the information provided on this form and on any additional data attached hereto is true, complete, and accurate.

MAY 03 2016  
CL# 104066  
BY: MK RECH 16-00185

1" = 60'

HWY. N



115'

STORAGE  
+ SIGN  
TRAILER

PARKING

LALE DRI.

30' x 90'  
TENT

125'

125'

# MEMORANDUM OF LEASE

This is to certify that Meramec Specialty Company has permission to sell fireworks on our property located at 7938 Hwy. N in Dardenne Prairie, Missouri during the July 4, 2016 season.

DARDENNE CREEK FARMS, INC.

BY: Robert Shatto

DATE: 3-31-16

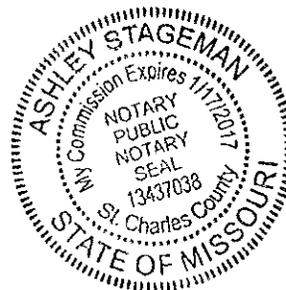
State of Missouri )

County of St. Charles )

Subscribed and sworn to before me this 31st day of March, 2016.

Ashley Stageman  
Notary Public

My Commission expires January 17, 2017.



**DRAYTON INSURANCE BROKERS, INC.**

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
PHONE: (205) 854-5806  
FAX: (205) 854-5899

419

Target

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
EMAIL: dib@draytonins.com

**CERTIFICATE OF INSURANCE**

NO. 630411

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

<b>INSURER</b>	Admiral Insurance Company	<b>POLICY NO.</b> CA000018967-03
<b>NAMED INSURED</b>	Atomic Fireworks Inc. of Arkansas Atomic Fireworks Inc. of Missouri P.O. Box 305 Arnold, Missouri 63010	Meramec Specialty Company T.E.A. Enterprises, Inc. Pacific Specialty Company West Alton Properties, Inc
<b>POLICY TERM</b>	March 1, 2016 to March 1, 2017; Both Days 12:01 A.M. Standard Time	
<b>COVERAGE</b>	Premises-Operations Liability:	<input checked="" type="checkbox"/> Occurrence Basis <input type="checkbox"/> Claims Made Basis
<b>LIMIT OF LIABILITY</b>	\$1,000,000 each occurrence, \$2,000,000 general aggregate The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.	

**INSURED OPERATIONS** The sale of consumer fireworks (1.4G) and related products at the Insured location, during the period of operation.

It is certified that, for the period of operation stated below and when named below as such, this policy includes as Additional Insureds 1) the operator(s), sponsor(s), promoter(s), organizer(s), of the Insured Premises used principally for the retail sale of consumer fireworks supplied by the Named Insureds and/or 2) the owner(s), manager(s), tenant(s), mortgagee(s) (including other entities having similar interests), of the property on which the Insured Premises is located and/or 3) the licensing authority issuing a permit or license for the operation of the Insured Premises and/or 4) any entity for which the Named Insured is required, by written contract, to provide insurance such as is afforded by the terms of this policy.

**NAME(S) OF ADDITIONAL INSURED(S)** Operator, Sub-Operator, and Stand Manager

<u>Licensing Authorities</u>	<u>Property Owner(s)</u>	<u>Additional Insureds</u>
State of Missouri	Dardenne Creek Farms, Inc.	
St. Charles County	Rob Shatro	
City of Dardenne Prairie		
Wentzville FPD		

**ADDRESS OF INSURED PREMISES**

The parking area at 7938 Hwy. N in Dardenne Prairie, Missouri.

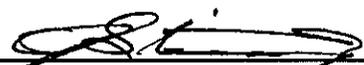
**PERIOD OF OPERATION**

June 10, 2016 to July 10, 2016

It is certified that this policy requires a 30 day mutual notice of cancellation between the Insurer and the Named Insured. In the event of such cancellation we will endeavor to mail 10 days written notice to the Additional Insured(s), whose name and address is shown hereon, but failure to mail such notice shall impose no obligation or liability of any kind upon the insurer and/or the undersigned.

**DRAYTON INSURANCE BROKERS, INC.**

March 1, 2016  
\_\_\_\_\_  
DATE OF ISSUE

  
\_\_\_\_\_  
A.J. STRINGER, PRESIDENT

**City of Dardenne Prairie  
Business Emergency Contact FORM**

The information contained on this form will be kept confidential and will be used when an emergency or unusual situation arises at the business indicated. Persons listed on the form should be those that have keys and a working knowledge of the alarms (if any), business layout and business operation. A copy of this form will be provided to the St. Charles County Sheriff's Department, which is the law enforcement authority for Dardenne Prairie. Please list people who can respond in a reasonable amount of time.

**Please print or type:**

Business Owner's Name MARK R. LOYD, PRES.

Business Name MERAMEC SPECIALTY COMPANY (DBA FIREWORKS CITY)

Business Address 7938 HWY. N

Plaza/Business Center Name (if applicable) N/A

Alarm Company (if equipped) N/A

Alarm Company Phone ( ) N/A

**Contact Personnel in Order:**

*Call First:*

Name: TOM DIXON Phone: (314) 540-1933

*Then Try:*

Name: THADD HOLDINGHAUSEN Phone: (314) 808-0467

*Next Try:*

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Any special notes or considerations (Dogs, Chemicals, Hazardous areas, etc.)

SEASONAL CONSUMER FIREWORKS RETAIL OUTLET (TENT)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



City of Dardenne Prairie  
2032 Hanley Road  
Dardenne Prairie, MO 63368  
636-561-1718

PAID  
MAY 03 2016  
BY J.V. ROCH # 16-00184  
CK# 104065

**TEMPORARY USE PERMIT- FIREWORKS STANDS OR TENTS**

Applications must be completed in full for each location in Dardenne Prairie and submitted to the City Clerk. (Incomplete applications will be returned.)

All permits shall expire on the eighth day following July 4<sup>th</sup> of every year.

This application must be submitted to the City Clerk along with a cashier's check for \$3000.00, site plan, letter from property owner, certificate of insurance, and emergency contact form.

5/2/16  
Application Date

Location of Stand/Tent 7407 SOUTH OUTER 364

Name of Business FIREWORKS CITY

Business Owner MERAMEC SPECIALTY COMPANY

Address P.O. BOX 305

City, State & Zip ARNOLD, MO 63010

Phone 636-296-5564

Name & Phone # of Senior Manager on Site THOMAS R. DIXON, <sup>SECY</sup>TREAS. 314-540-1993

Property Owner Name THOLE WINGHAVEN, LLC (LINDA BIANCHI)

Property Owner Address 1703 NORTH 4<sup>TH</sup> ST.

City, State, & Zip ST. CHARLES, MO 63301

Property Owner Phone 636-946-6306

MO Sales Tax # (Attach a copy of MO Retail Sales License) 11174277

MERAMEC SPECIALTY CO.  
By Thomas R. Dixon, <sup>SECY</sup>TREAS.  
Applicant Signature

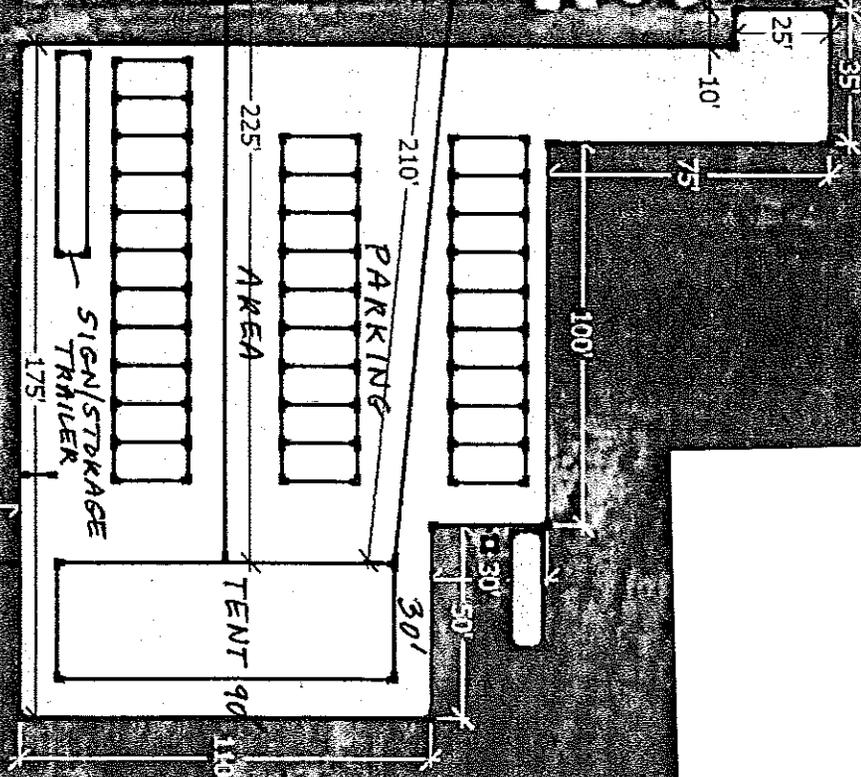
NOTE: By affixing signatures to this application form, the Applicant hereby verifies that they have reviewed the applicable zoning regulations; they are familiar with the specific requirements relative to this application; and they take full responsibility for this application. The above signature further indicates that the information provided on this form and on any additional data attached hereto is true, complete, and accurate.

*Tdixon MO@aol.com*

REVISED  
SITE PLAN -  
7469 SOUTH  
OUTER 364

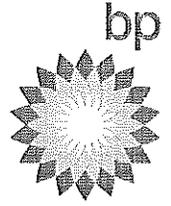
THOLE C-STOKE  
7407 SOUTH OUTER 364

SOUTH OUTER 364





# THOELE, INC.



1703 N. 4<sup>th</sup> Street  
St. Charles, MO 63301

636.946.6306  
Fax: 636.949.1201

March 30, 2016

City of Dardenne Prairie  
2032 Hanley Road  
O'Fallon, MO 63368

To Whom It May Concern:

I Linda Bianchi give permission to Meramec Specialty Company to rent a Parcel of property on South Outer 364 adjacent to the Thoele Convenience Store at 7407 South Outer 364, to put up a fireworks stand from June 10 through July 10, 2016.

Sincerely,

Linda Bianchi  
President

Subscribed and sworn before me this 30<sup>th</sup> day of March 2016

Signed Vickie Eggert  
Notary Public

Notary Public Vickie Eggert State of Missouri

My Commission Expires: 5/21/17

SEAL: VICKIE EGGERT  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Charles County  
My Commission Expires: May 21, 2017  
Commission #13484604

**DRAYTON INSURANCE BROKERS, INC.**

2500 CENTER POINT ROAD, SUITE 301  
BIRMINGHAM, ALABAMA 35215  
PHONE: (205) 854-5806  
FAX: (205) 854-5899

429

Bryan Road

POST OFFICE BOX 94067  
BIRMINGHAM, ALABAMA 35220  
EMAIL: dib@draytonins.com

**CERTIFICATE OF INSURANCE**

NO. **630416**

We certify that insurance is afforded as stated below. This Certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the insurance policy and the insurance afforded is subject to all the terms, exclusions and conditions of the policy.

**INSURER** Admiral Insurance Company **POLICY NO.** CA000018967-03

**NAMED INSURED** Atomic Fireworks Inc. of Arkansas Meramec Specialty Company  
Atomic Fireworks Inc. of Missouri T.E.A. Enterprises, Inc.  
P.O. Box 305 Pacific Specialty Company  
Arnold, Missouri 63010 West Alton Properties, Inc

**POLICY TERM** March 1, 2016 to March 1, 2017; Both Days 12:01 A.M. Standard Time

**COVERAGE** Premises-Operations Liability:  Occurrence Basis  Claims Made Basis

**LIMIT OF LIABILITY** \$1,000,000 each occurrence, \$2,000,000 general aggregate  
The limit of liability shall not be increased by the inclusion of more than one insured or additional insured.

**INSURED OPERATIONS** The sale of consumer fireworks (1.4G) and related products at the Insured location, during the period of operation.

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**NAME(S) OF ADDITIONAL INSURED(S)** Operator, Sub-Operator, and Stand Manager

<u>Licensing Authorities</u>	<u>Property Owner(s)</u>	<u>Additional Insureds</u>
State of Missouri	Thoele Winghaven, LLC	
St. Charles County	Madonna J. Thoele	
City of Dardenne Prairie	Linda K. Bianchi	
Wentzville FPD	Michael G. Thoele	

**ADDRESS OF INSURED PREMISES**

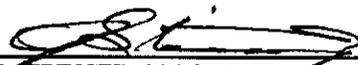
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**DRAYTON INSURANCE BROKERS, INC.**

March 1, 2016  
\_\_\_\_\_  
**DATE OF ISSUE**

  
\_\_\_\_\_  
**A.J. STRINGER, PRESIDENT**

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Business Name MERAMEC SPECIALTY COMPANY (DBA FIREWORKS CITY)

Business Address 7407 SOUTH OUTER 364

Plaza/Business Center Name (if applicable) N/A

Alarm Company (if equipped) N/A

Alarm Company Phone ( ) N/A

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Name: THADD HOLDINGHAUSEN Phone: (314) 808-0467

*Next Try:*

Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Any special notes or considerations (Dogs, Chemicals, Hazardous areas, etc.)

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