

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

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

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**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Briefing from Michael Williams (Gardner Capital) – Town Square Apartments
2. Briefing by Tom Dempsey – Missouri Clean Energy District
3. Pedestrian and Drainage Facilities Improvements Project Change Order No. 3 (Kehoe)
4. Prohibit Golf Carts in Parks (Mayor)
5. Short Term Goals (0 – 3 year projects)
6. Long Term Goals (3 – 10 year projects)
7. Review of Board of Aldermen Meeting Agenda (07-06-16)

**STAFF COMMUNICATIONS**

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

**CLOSED SESSION**

Roll call vote to hold closed session pursuant to RSMo 610.021 section \_\_\_\_\_  
Litigation and Privileged Communications (1)  
Real Estate (2)  
Personnel (3)  
Labor (9)  
Bid Specs (11)  
Audit (17)

**RETURN TO REGULAR MEETING AGENDA**

**ADJOURNMENT**

RBA FORM (OFFICE USE ONLY)  
MEETING DATE: 07/06/2016  
Regular ( x ) Work Session ( x )  
ATTACHMENT: YES ( x ) NO ( )  
Contract ( x ) Ordinance ( x ) Other ( )

Request for Board Action  
By: Staff

Ward All

Description: **Pedestrian and Drainage Facilities Improvements Project  
Change Order No. 3 – Final Quantity Adjustment**

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

• Summary/Explanation:

See attached proposed Change Order No. 3 for this project. The proposed changes to the Pedestrian and Drainage Facilities Improvements project include adjustments to quantities based on the final construction.

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

This change order will affect the project budget per the following:

1. Contract Amount	\$258,168.70
2. Overrun(Underrun) this Change Order	\$(1,689.60)
3. Overrun(Underrun) previous Change Orders	\$(1,196.00)
4. Total Overrun(Underrun) to Date	\$(2,885.60)
5. Total Contract Amount	\$255,283.10*

\*proposed - for consideration by the BOA

RBA requested by: Luke R. Kehoe Date: 07/01/2016



**RBA FORM (OFFICE USE)**

MEETING DATE: **July 6, 2016**

Regular  Work Session

ATTACHMENT: YES  NO

Contract  Ordinance  Other

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

• **Description:**

**Modify existing municipal code provisions to make more explicit the power of the city to issue citations for operating a variety of vehicles in city parks and authorizing the impoundment of vehicles in certain circumstances.**

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• **Recommendation: Staff – Approve  Disapprove**

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- The City has received numerous complaints about the operation of golf carts, motorized bicycles and scooters on the walking paths in Barathaven Park and Bluebird Meadow park.
  - The existing municipal code appears to declare such activity as an offense, however in some circumstances, in my opinion, the language should be more explicit.
  - The attached redline document shows the additional provisions or revised provisions intended to bring greater clarity to the prohibitions we seek to enforce in the City's parks.
  - With this revised code we will seek greater enforcement and, when possible, the impoundment of golf carts and other motorized vehicles, to encourage better behavior.
  - An ordinance in Final Version is on the agenda for the Regular Session.
  - Budget Impact: Unknown
-

BILL NO. \_\_\_\_\_

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTIONS 240.010 AND 240.080 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING THEM IN THEIR ENTIRETY, AND ENACTING, IN LIEU THEREOF, NEW SECTIONS 240.010 AND 240.080; AND PROVIDING REGULATIONS PERTAINING TO THE OPERATION AND USE OF VEHICLES IN PARKS IN THE CITY**

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

**WHEREAS**, under § 304.120.2(1), the Board of Aldermen may, by ordinance, “[m]ake additional rules of the road or traffic regulations to meet their needs and traffic conditions;” and

**WHEREAS**, the Board of Aldermen finds and determines that regulating and restricting the operation of vehicles in parks within the City will promote the safety of the residents of the City.

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

**SECTION 1.** That Section 240.010 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety and enacting, in lieu thereof, a new Section 240.010, to read as follows:

**SECTION 240.010: DEFINITIONS.**

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

ALL-TERRAIN VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three (3), four (4) or more nonhighway tires.

ATHLETIC FIELD: A ~~municipal~~ City park area designed and/or designated for specific athletic sport or sports.

ATHLETIC FUNCTIONS: Events organized by a group or body of persons whose purpose in organizing is to conduct, promote or participate in athletic programs.

CITY PARK: Any property, playground, recreational center, building, trail, parking lot or other area owned, operated or controlled by the City or used by the general public that is devoted to recreation, including but not limited to the following: the area adjacent to City Hall and commonly known as Dardenne Prairie City Hall Park; the area adjacent to Barathaven Boulevard and commonly known as Barathaven Park; and the area adjacent to Henning Road and Dardenne Creek and commonly known as Bluebird Meadows Park.

DIRECTOR: The Mayor, City Administrator or his/her designee.

GOLF CART: A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour (20 m.p.h.).

MOTORTRICYCLE: A motor vehicle operated on three (3) wheels, including a motorcycle while operated with any conveyance, temporary or otherwise, requiring the use of a third wheel. A motortricycle shall not be included in the definition of all-terrain vehicle.

MOTOR VEHICLE: Shall have the meaning as defined in Section 300.010 of the Municipal Code.

~~PARK: Any City owned property, playground, recreational center, building, trail, parking lot or other area devoted to passive or active recreation.~~

PARK ROAD: The entire width of any paved surface within a City park that is open to the use of the public for purposes of vehicular travel.

PLAYGROUND: Any recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities or any similar facility.

POLICE: The St. Charles County Sheriff's Department or such other person authorized and commissioned by the City of Dardenne Prairie, Missouri, as a ~~L~~aw ~~E~~nforcement ~~O~~fficer.

RECREATION CENTER: A municipal facility designed and/or designated for events that are recreational in nature.

~~RECREATIONAL FACILITIES: Any municipal~~ City park or recreation area or facility or equipment.

RECREATIONAL OFF-HIGHWAY VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four (4) or more nonhighway tires and which may have access to ATV trails.

UTILITY VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

VEHICLE: Shall have the meaning as defined in Section 300.010 of the Municipal Code.

**SECTION 2.** That Section 240.080 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety and, in lieu thereof, adding a new Section 240.080, which shall read as follows:

**SECTION 240.080: TRAFFIC.**

A. It shall be unlawful for any person while in ~~or about~~ any City park to:

1. Fail to comply with all applicable provisions of the State laws and City ordinances and regulations pertaining to ~~equipment and the~~ operation of ~~motor~~ vehicles.
2. Fail to obey the reasonable instructions of Police ~~Officers~~ and City park employees, such persons being hereby authorized and instructed to direct traffic whenever needed in the City parks in accordance with the provisions of such regulations as may be issued by the Board of Aldermen, Director or Police.
3. Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, as well as all other signs posted to control traffic and to safeguard life and property.
4. Drive, ride or park a vehicle as follows:
  - a. Drive or ride a vehicle at a rate of speed exceeding fifteen (15) miles per hour, except as otherwise posted.
  - b. Drive or ride an all-terrain vehicle, golf cart, motorcycle, motortricycle, motorized bicycle, motorized play vehicle, motorized scooter, pocket bike, recreational off-highway vehicle, utility vehicle or other vehicle in a City park when the City park is closed pursuant to Subsection B of this Section or during the timeframe specified in Section 240.020.B of the Municipal Code.

bc. Drive or park any all-terrain vehicle, golf cart, motorcycle, motortricycle, motorized bicycle, motorized play vehicle, motorized scooter, pocket bike, recreational off-highway vehicle, utility vehicle or other motor vehicle, except motorized wheelchairs operated by handicapped persons, within ~~on any~~ City park area except on the paved park roads or designated parking areas. This prohibition explicitly applies to all walking trails and biking trails, whether or not demarcated as trails, within a City park.

d. For the purposes of this Subparagraph 4, terms not otherwise defined in Section 240.010 of the Municipal Code shall have the meaning set forth in Section 300.010 of the Municipal Code.

~~e. The closing of park driveways or parks, or any section thereof of parks, shall only be at the direction of the Board of Aldermen, Police or the Director.~~

~~d. The closing of park driveways or any section thereof shall be accomplished by the erection of a suitable barrier or other visible marker across the driveway.~~

~~e. The primary criteria for closing a park driveway or any section thereof shall be the promotion of the public health, welfare, safety or the protection of public property.~~

5. Repair, service or maintain a vehicle except those in need of emergency repair.

6. Operate a vehicle in a careless and imprudent manner on any park ~~driveway~~, or designated parking lot area.

7. Operate any motor vehicle in any City park without a valid ~~operator's or vehicle~~ driver's license except for those used for maintenance or by special permit issued by the Director.

8. Authorize, direct, or knowingly allow a person under the age of seventeen (17) years to violate any of Subparagraphs 1-7 of this Subsection A.

B. Any vehicle within a City park that is determined to be "abandoned property" under Section 215.020 of the Municipal Code may be towed pursuant to the provisions of Article II of Chapter 215 of the Municipal Code.

C. Any City park, park road, or any portion thereof, shall only be closed at the direction of the Board of Aldermen, Police or the Director, when such person or entity determines that such closure will promote the public health, welfare, and safety or such closure is necessary to prevent damage to the City park, park road, or portion thereof.

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

**SECTION 3. 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 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 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 and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

\_\_\_\_\_  
Mayor

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

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

BOARD OF ALDERMEN  
MEETING AGENDA  
JULY 6, 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

OPEN FORUM

CONSENT AGENDA

1. Expenditures for Approval 7-6-16
2. Pedestrian and Drainage Facilities Improvements Project Change Order No. 3
3. Liquor License Renewal – Signature India – 1613-1617 Bryan Road – Intoxicating Liquor (All Kinds) by Drink & Sunday

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

## NEW BUSINESS

### 1. **Bill #16-19**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, SELECTING FIRST BANK AS THE DEPOSITARY FOR THE FUNDS OF THE CITY OF DARDENNE PRAIRIE, MISSOURI

### 2. **Bill #16-20**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTIONS 240.010 AND 240.080 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING THEM IN THEIR ENTIRETY, AND ENACTING, IN LIEU THEREOF, NEW SECTIONS 240.010 AND 240.080; AND PROVIDING REGULATIONS PERTAINING TO THE OPERATION AND USE OF VEHICLES IN PARKS IN THE CITY

## OLD BUSINESS

### 1. **Bill #16-10**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A PUD AREA PLAN FOR THE APPROXIMATE 15.79 ACRES OF LAND KNOWN AS "CORA MARIE'S MARKETPLACE, PUD AREA PLAN" AND AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT-OF-WAY ACCESS IMPROVEMENT AND DEPOSIT AGREEMENT

## 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

**EXPENDITURES FOR APPROVAL**

**7/6/2016**

1 AFLAC	July, 2016	157.80
2 Alderman Blake Nay	July, 2016	375.00
3 Alderman Dan Koch	July, 2016	375.00
4 Alderman Dave Wandling	July, 2016	375.00
5 Alderman Doug Santos	July, 2016	375.00
6 Alderman John Gotway	July, 2016	375.00
7 Alderman Kevin Klingerman	July, 2016	375.00
8 Amcon Municipal Concrete, LLC	Payment #4 - Pedestrian & Drainage Improvements	26,363.51
9 Ameren	City Hall to 6/22/16	1,551.41
10 Ameren	Concession Stand to 6/22/16	293.50
11 Ameren	Hanley Traffic Light to 6/22/16	10.24
12 Ameren	Hanley Traffic Light 2 to 6/22/16	53.30
13 Ameren	Ball Park to 6/22/16	432.21
14 Ameren	City Hall Park to 6/22/16	335.02
15 AT & T	Building Dept. Software Monthly Data	42.76
16 BNY Mellon	August, 2016: COP Payment	221,715.12
17 Charter	City Hall Internet	123.19
18 Court-Missouri Department of Revenue	Crime Victims: June, 2016	771.54
19 Court-Sheriff Retirement Fund	Retirement Fund: June, 2016	327.00
20 Court-St. Charles County-Dom Violence Fund	Court Fines: June, 2016	218.00
21 Court-Treasurer; State of Missouri	POST Fees: June, 2016	108.00
22 Cuivre River Electric	Light at Weldon Spring	38.24
23 Cuivre River Electric	Georgetown Park	67.85
24 Cuivre River Electric	St. Williams street lights	29.02
25 Cuivre River Electric	Traffic Signal at Feise/Hanley	69.00
26 DJM Ecological Services, Inc.	BaratHaven Park Mowing	850.00
27 Duckett Creek Sanitary District	City Hall Services to 5/31/16	120.48
28 Family Support Payment Center	7/1, 7/15 & 7/29 Payroll	441.69
29 Insurance: Anthem Blue Cross/Blue Shield	Health: July, 2016	3,730.81
30 Insurance: Capital Administrators	Vision: July, 2016	91.15
31 Insurance: Principal Life	Life: July, 2016	178.51
32 Martin Trophy	Appreciaton Plaque: Mutz	35.00
33 Mayor David C. Zucker	July, 2016	1,000.00
34 MO Rural Services	Workers Comp: Additional Premium	268.00
35 MyGov, LLC	Building Dept Software: 3rd Quarter, 2016	1,800.00
36 Office Essentials	Office & Maintenance Supplies	475.65
37 PNC	Credit Card Charges	2,373.08
38 R & R Contracting Service Inc.	Porta Potties - Ballfield & BaratHaven	184.00
39 RecDesk Software	Parks Software	1,470.00
40 Sam's Club	Annual Membership	45.00
41 St. Charles County Health Department	Mosquito Control Services thru May	146.08
42 Stratus Building Solutions	City Hall Cleaning: July, 2016	385.00
43 The Law Office of Dennis Chassaniol	Municipal Judge: July, 2016	400.00
44 UMB Bank, NA	June, 2016 TDD Sales Tax Payment	29,031.34
45 WM Financial Strategies	Continuing Disclosure	100.00
46 WMH Sports Services: John Hecei	July Umpires	5,915.00
		<b>303,997.50</b>

Approved by Board of Aldermen 07-06-16

\_\_\_\_\_  
Mayor David C. Zucker

# Liquor License Application

PAID JUN 16 2015  
YLV CK 1532  
REG. 16-0195



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

Questions, please call 636-561-1718

Mailed 10/13

Name of Business: SIGNATURE INDIA

Location Address: 1613-1617 BRYAN RD, DARDENNE PRAIRIE  
MO - 63368

Mailing Address: 14031 MANCHESTER RD,  
BALLWIN, MO - 63011

Name of Applicant: SREENIVAS ATLURI

Applicant Email Address: sreenivas.atluri@yahoo.com  
SIGNATUREINDIASTL@GMAIL.COM

Address: 2652 WYNNCREST RIDGE DR  
CHESTERFIELD MO-63005

Driver's License #: L147242008 State: MO

Date of Birth: 06/24/68 Place of Birth: INDIA

Business Phone: ( ) Home Phone: ( ) 314-629-4832

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

Type of liquor license applying for: RESTAURANT BARS

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

[Signature]  
Signature

09/18/15  
Date

K. Sateykhur

06/15/2011 06/15/16

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

**SUNDAY SALES**

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

**PERMITS**

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

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 6.16.16 accompanied by the required license fee of \$ 750.00

Hi Clark  
City Clerk of Dardenne Prairie, Missouri

**BILL NO. 16-19**

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, SELECTING FIRST BANK AS THE  
DEPOSITARY FOR THE FUNDS OF THE CITY OF  
DARDENNE PRAIRIE, MISSOURI**

**WHEREAS**, pursuant to Section 95.355, RSMo, the Board of Aldermen of the City of Dardenne Prairie, Missouri ("Board of Aldermen") at their first regular meeting in the months of January, April, July and October of each year, may select a depositary for the funds of the City of Dardenne Prairie, Missouri ("City"); and

**WHEREAS**, the first regular meeting of the Board of Aldermen in the month of July is scheduled to occur on July 6, 2016; and

**WHEREAS**, Section 95.355, RSMo, requires that the depositary shall be a banking institution doing business within the City; and

**WHEREAS**, First Bank, located at 7833 State Highway N, is located and does business within the City; and

**WHEREAS**, the City desires to make First Bank the depositary for City funds;

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

**SECTION 1.** That First Bank located at 7833 State Highway N, Dardenne Prairie, Missouri 63368, ("Financial Institution") at any one or more of its offices or branches, be and it hereby is designated as the depositary for the funds of the City, which may be withdrawn on checks, drafts, advices of debits, notes or other orders for the payment of monies bearing the signatures of the Mayor, Acting President of the Board of Aldermen and/or the City Treasurer ("Agents"), and that, subject to Section 2 of this Ordinance, the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

**SECTION 2.** That the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the City's accounts with the Financial Institution bearing the signature of any two Agents, as authorized above.

**SECTION 3.** That anyone of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by the City for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

**SECTION 4.** That the above named Agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks or items of the City may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of this Ordinance. The other agreements and the other acts may not be contrary to the provisions contained in this Ordinance.

**SECTION 5.** That the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location an account is maintained.

**SECTION 6.** That deposits shall be secured by deposit of securities as required by Sections 110.010 and 110.020, RSMo.

**SECTION 7.** Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

**SECTION 8.** 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 9.** Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

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

Attest:

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

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

\_\_\_\_\_  
Mayor

Attest:

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

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTIONS 240.010 AND 240.080 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING THEM IN THEIR ENTIRETY, AND ENACTING, IN LIEU THEREOF, NEW SECTIONS 240.010 AND 240.080; AND PROVIDING REGULATIONS PERTAINING TO THE OPERATION AND USE OF VEHICLES IN PARKS IN THE CITY**

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

**WHEREAS**, under § 304.120.2(1), the Board of Aldermen may, by ordinance, “[m]ake additional rules of the road or traffic regulations to meet their needs and traffic conditions;” and

**WHEREAS**, the Board of Aldermen finds and determines that regulating and restricting the operation of vehicles in parks within the City will promote the safety of the residents of the City.

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

**SECTION 1.** That Section 240.010 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety and enacting, in lieu thereof, a new Section 240.010, to read as follows:

**SECTION 240.010: DEFINITIONS.**

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

**ALL-TERRAIN VEHICLE:** Any motorized vehicle manufactured and used exclusively for off-highway use which is fifty (50) inches or less in width, with an unladen dry weight of one thousand five hundred (1,500) pounds or less, traveling on three (3), four (4) or more nonhighway tires.

**ATHLETIC FIELD:** A City park area designed and/or designated for specific athletic sport or sports.

**ATHLETIC FUNCTIONS:** Events organized by a group or body of persons whose purpose in organizing is to conduct, promote or participate in athletic programs.

**CITY PARK:** Any property, playground, recreational center, building, trail, parking lot or other area owned, operated or controlled by the City or used by the general public that is devoted to recreation, including but not limited to the following: the area adjacent to City Hall and commonly known as Dardenne Prairie City Hall Park; the area adjacent to Barathaven Boulevard and commonly known as Barathaven Park; and the area adjacent to Henning Road and Dardenne Creek and commonly known as Bluebird Meadows Park.

**DIRECTOR:** The Mayor, City Administrator or his/her designee.

**GOLF CART:** A motor vehicle that is designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of twenty miles per hour (20 m.p.h.).

**MOTORTRICYCLE:** A motor vehicle operated on three (3) wheels, including a motorcycle while operated with any conveyance, temporary or otherwise, requiring the use of a third wheel. A motortricycle shall not be included in the definition of all-terrain vehicle.

**MOTOR VEHICLE:** Shall have the meaning as defined in Section 300.010 of the Municipal Code.

**PARK ROAD:** The entire width of any paved surface within a City park that is open to the use of the public for purposes of vehicular travel.

**PLAYGROUND:** Any recreational area designed in part to be used by children that has play or sports equipment installed or that has been designated or landscaped for play or sports activities or any similar facility.

**POLICE:** The St. Charles County Sheriff's Department or such other person authorized and commissioned by the City of Dardenne Prairie, Missouri, as a law enforcement officer.

**RECREATION CENTER:** A municipal facility designed and/or designated for events that are recreational in nature.

**RECREATIONAL FACILITIES:** Any City park or recreation area or facility or equipment.

**RECREATIONAL OFF-HIGHWAY VEHICLE:** Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four (4) or more nonhighway tires and which may have access to ATV trails.

UTILITY VEHICLE: Any motorized vehicle manufactured and used exclusively for off-highway use which is more than fifty (50) inches but no more than sixty-seven (67) inches in width, with an unladen dry weight of two thousand (2,000) pounds or less, traveling on four (4) or six (6) wheels, to be used primarily for landscaping, lawn care, or maintenance purposes.

VEHICLE: Shall have the meaning as defined in Section 300.010 of the Municipal Code.

**SECTION 2.** That Section 240.080 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety and, in lieu thereof, adding a new Section 240.080, which shall read as follows:

**SECTION 240.080: TRAFFIC.**

A. It shall be unlawful for any person while in any City park to:

1. Fail to comply with all applicable provisions of the State laws and City ordinances pertaining to the operation of vehicles.
2. Fail to obey the reasonable instructions of Police and City park employees, such persons being hereby authorized and instructed to direct traffic whenever needed in the City parks in accordance with the provisions of such regulations as may be issued by the Board of Aldermen, Director or Police.
3. Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, as well as all other signs posted to control traffic and to safeguard life and property.
4. Drive, ride or park a vehicle as follows:
  - a. Drive or ride a vehicle at a rate of speed exceeding fifteen (15) miles per hour, except as otherwise posted.
  - b. Drive or ride an all-terrain vehicle, golf cart, motorcycle, motortricycle, motorized bicycle, motorized play vehicle, motorized scooter, pocket bike, recreational off-highway vehicle, utility vehicle or other vehicle in a City park when the City park is closed pursuant to Subsection B of this Section or during the timeframe specified in Section 240.020.B of the Municipal Code.
  - c. Drive or park any all-terrain vehicle, golf cart, motorcycle, motortricycle, motorized bicycle, motorized play vehicle, motorized scooter, pocket bike, recreational off-highway vehicle, utility vehicle or other motor vehicle, except motorized wheelchairs operated by handicapped persons, within a City park except on park roads or designated parking areas. This prohibition explicitly applies to all

walking trails and biking trails, whether or not demarcated as trails, within a City park.

d. For the purposes of this Subparagraph 4, terms not otherwise defined in Section 240.010 of the Municipal Code shall have the meaning set forth in Section 300.010 of the Municipal Code.

5. Repair, service or maintain a vehicle except those in need of emergency repair.

6. Operate a vehicle in a careless and imprudent manner on any park road or designated parking area.

7. Operate any motor vehicle without a valid driver's license except for those used for maintenance or by special permit issued by the Director.

8. Authorize, direct, or knowingly allow a person under the age of seventeen (17) years to violate any of Subparagraphs 1-7 of this Subsection A.

B. Any vehicle within a City park that is determined to be "abandoned property" under Section 215.020 of the Municipal Code may be towed pursuant to the provisions of Article II of Chapter 215 of the Municipal Code.

C. Any City park, park road, or any portion thereof, shall only be closed at the direction of the Board of Aldermen, Police or the Director, when such person or entity determines that such closure will promote the public health, welfare, and safety or such closure is necessary to prevent damage to the City park, park road, or portion thereof.

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

**SECTION 3. 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 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 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 and passed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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

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

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

\_\_\_\_\_  
Mayor

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

**BILL NO. 16-10**

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

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A PUD AREA PLAN FOR THE APPROXIMATE 15.79 ACRES OF LAND KNOWN AS "CORA MARIE'S MARKETPLACE, PUD AREA PLAN" AND AUTHORIZING THE MAYOR TO ENTER INTO A RIGHT-OF-WAY ACCESS IMPROVEMENT AND DEPOSIT AGREEMENT**

**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; and

**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, Missouri, 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 June 30, 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.** The approval of the Area Plan pursuant to Section 1 of this Ordinance is expressly conditioned upon the following:

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;

3. All buildings and structures constructed on the Property shall maintain a similar style and design of architectural theme as is described and depicted on **Exhibit B**, attached hereto and incorporated by reference herein, including but not limited to, building materials, colors, forms, roof style and detailing. Notwithstanding any ordinance of the City to the contrary, no buildings or structures shall be constructed on the Property until architectural elevations for such buildings or structures (the "elevations") are submitted to the Planning and Zoning Commission for approval. Should the Commission disapprove of the elevations of the applicant, it shall be its duty to suggest to the applicant any alteration in the design or plan of said building or structure which will make it comply with the conditions necessary for approval, and the Commission shall then approve the same in the event such alterations and changes are made by the applicant. The Commission shall note upon the plans in writing, its approval or disapproval of any submitted elevations and no building permit shall be issued therefor by the City unless the plans have the approval of the Commission; and

4. The Property Owner (or its successors in interest) compliance with the terms of the Right-of-Way Access Improvement and Deposit Agreement attached hereto as **Exhibit C** and incorporated by reference herein.

**SECTION 3.** That the form, terms, and provisions of the Right-of-Way Access Improvement and Deposit Agreement attached hereto, marked as **Exhibit C**, 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 Right-of-Way Access Improvement and Deposit Agreement in substantially the form attached hereto.

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

**SECTION 5. Savings:** Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in manner connected with the subject matter hereof.

**SECTION 6. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of

the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer 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 and passed 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.

## EXHIBIT B

### ARCHITECTURAL GUIDELINES

These guidelines are set forth to create a harmonious overall architectural style for the development of the Property.

Building entry elements shall be either:

1. A low pitched, metal roofed gabled roof element (pitch shall match Walmart Neighborhood Market entry element) of equal or greater architectural detailing, no greater than 30 feet in height at the peak;
2. A metal or shingled hipped roof element supported by columns set in front of the main parapet of the front façade; or
3. A vertically proportioned entry feature either set on the building corner or along the front façade of the building, darker in color than the main parapet wall beyond.

#### **Details**

Parapet walls shall be no greater than 20 feet in height, with an EIFS cornice set at the top of the parapet wall.

A wainscot base of masonry 36 to 60 inches in height on all primary building facades shall be required on all principal facades.

Windowed 'feature' areas with tilt out awnings or shutters over vertically proportioned windows of clear glass (not spandrels).

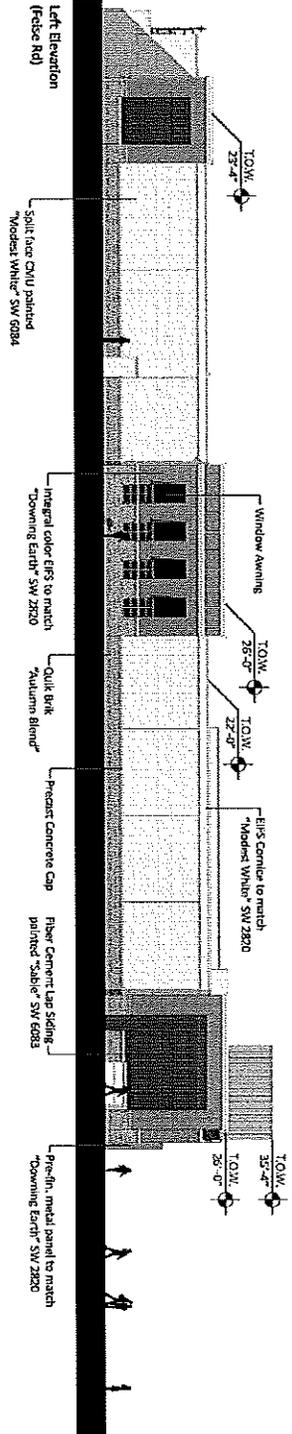
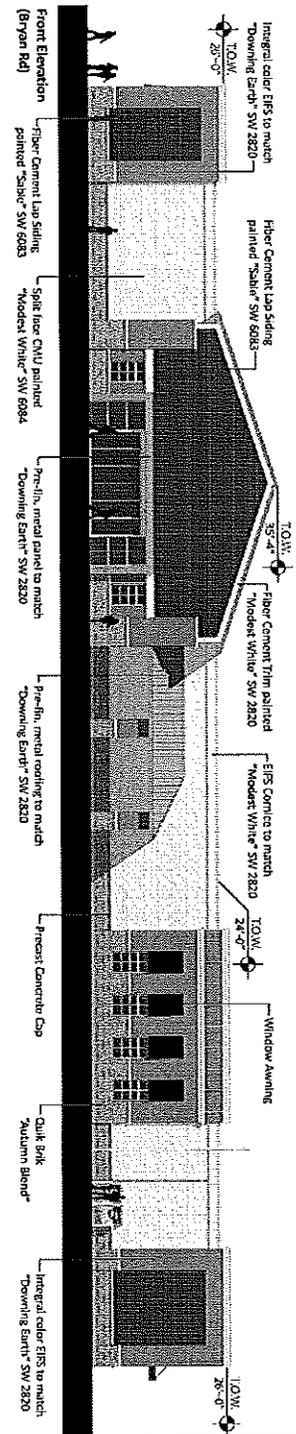
Covered walks with metal or shingled hipped roof element supported by masonry colonnades. Roof structure shall be metal or timber when exposed.

#### **Materials**

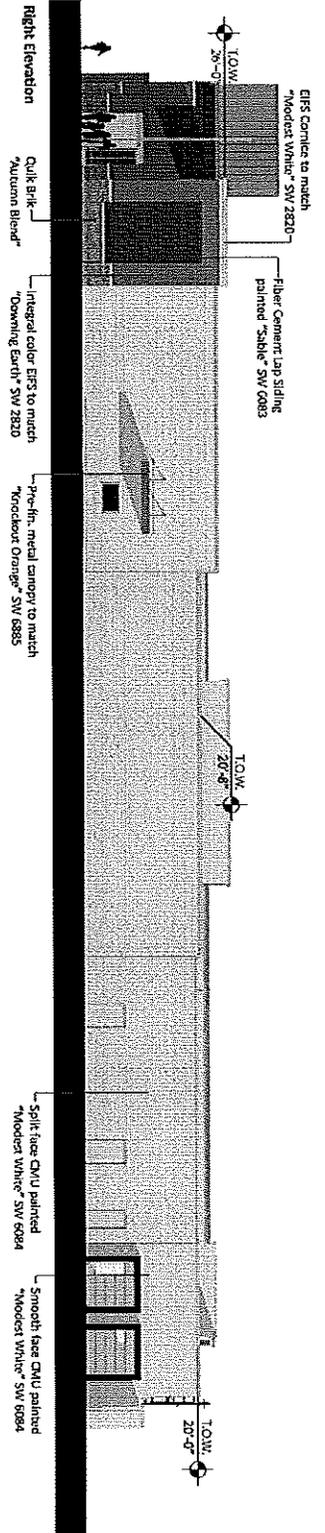
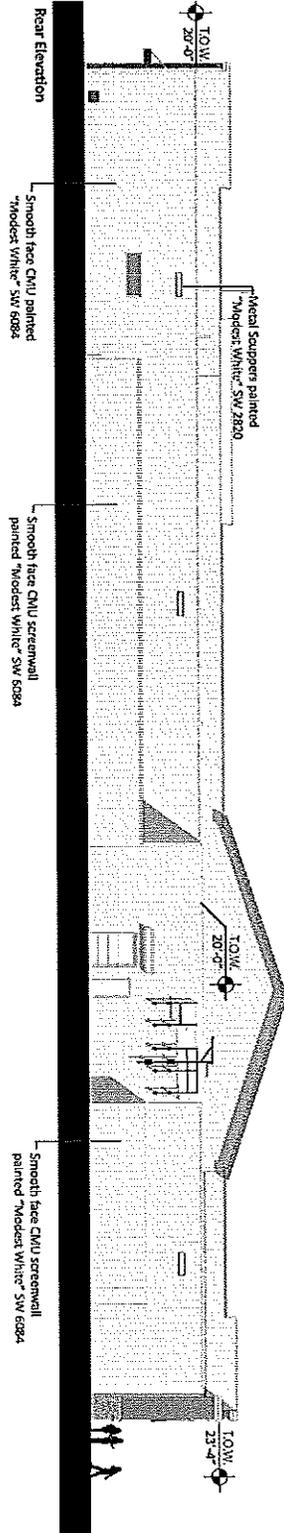
Fiber-cement lap siding  
Painted Split or Smooth Faced CMU  
Colors  
Browns, taupes, beiges & off whites

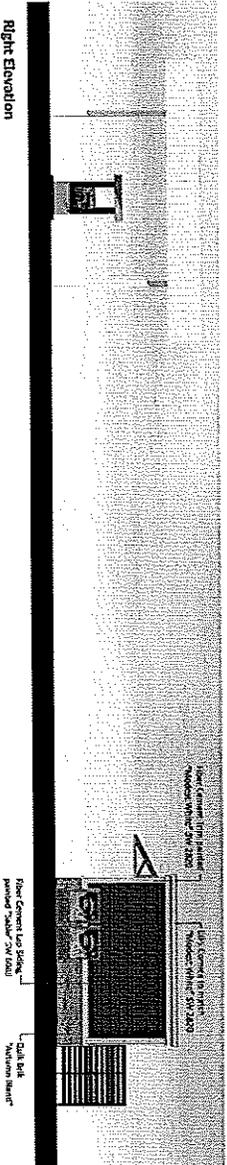
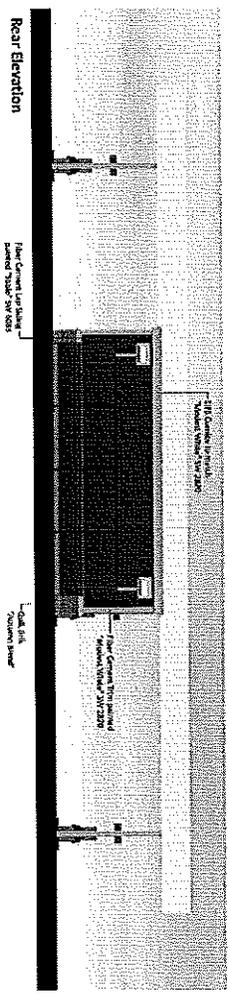
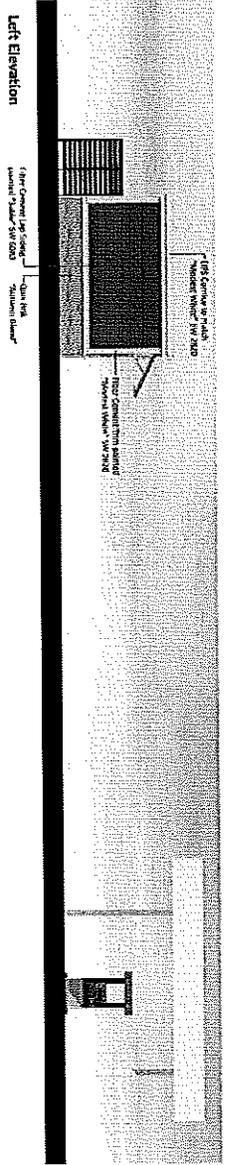
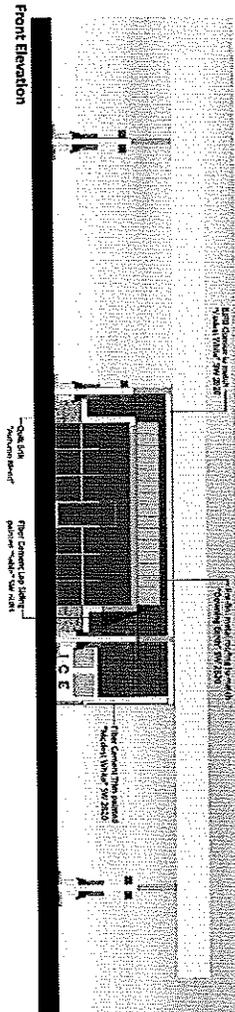
To the extent there are any discrepancies between the architectural guidelines set forth above and those architectural elements depicted in the architectural rendering set forth below, the guidelines set forth above shall govern.

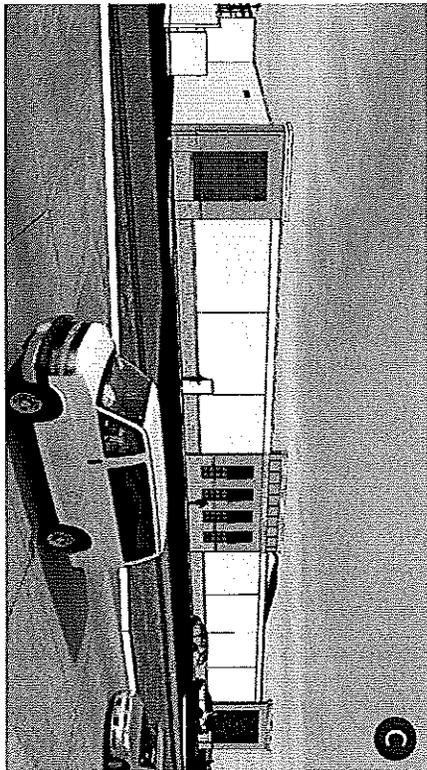
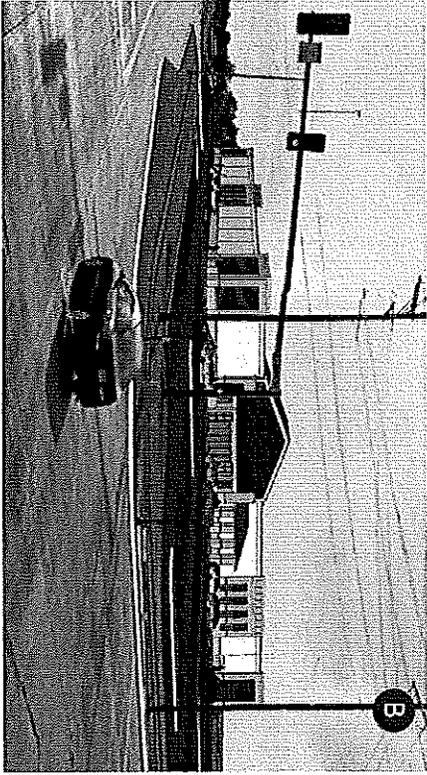
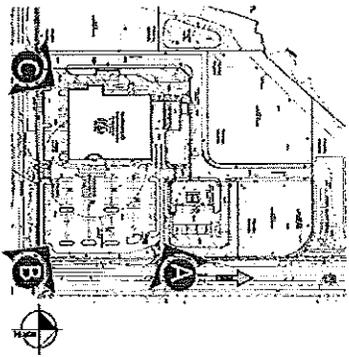
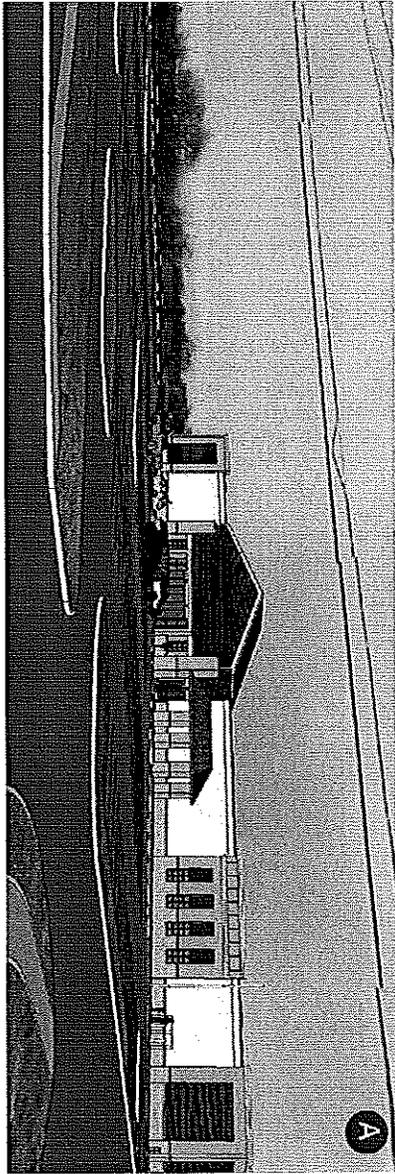
[ARCHITECTURAL ELEVATIONS]




June 28, 2016
3318 - Dardene Prairie, MO
Proposed Elevations
1







June 28, 2016

3318 - Dardenne Prairie, MO

Site Line Views



**EXHIBIT C**  
**RIGHT-OF-WAY ACCESS IMPROVEMENT AND DEPOSIT AGREEMENT**

THIS RIGHT-OF-WAY ACCESS IMPROVEMENT AND DEPOSIT AGREEMENT (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Dardenne Prairie, Missouri, a city of the fourth class in the County of St. Charles, Missouri, and a municipal corporation organized and existing under the laws of the State of Missouri, (hereinafter referred to as "City"); and Cora Bopp Family Limited Partnership, a Missouri limited partnership (hereinafter referred to as "CBFLP").

**WITNESSETH:**

WHEREAS, CBFLP is the owner of certain property consisting of approximately 15.79 acres, such property being more particularly described on Exhibit A, a copy of which is attached hereto and incorporated by reference herein (the "Property"); and

WHEREAS, on July 6, 2016, pursuant to Ordinance No. \_\_\_\_\_, the Board of Aldermen of the City of Dardenne Prairie, Missouri, approved the P.U.D. Area Plan for the Property prepared by Volz Incorporated dated February 19, 2016, referencing Job #11313-0, revised as of April 30, 2016, such Area Plan being on file in the Office of the City Clerk and incorporated by reference herein (the "Area Plan"); and

WHEREAS, CBFLP proposed the easternmost vehicular access to the Property from Feise Road, as depicted on the Area Plan (the "East Site Drive") to allow for the following turning movements:

1. Traveling eastbound along Feise Road and turning left into the Property;
2. Traveling westbound along Feise Road and turning right into the Property; and
3. Traveling southbound from the site approaching Feise Road and turning right onto Feise Road.

(the configuration depicted on the Area Plan permitting these turning movements being hereinafter described as the "Three-quarters Access"); and

WHEREAS, as part of its review of the Area Plan, the Board of Aldermen reviewed a Traffic Impact Study dated February 1, 2016, referencing CBB Job # 29-15, and a Traffic Impact Study Addendum dated March 30, 2016, referencing CBB Job # 29-15-2, prepared by George L. Crawford and Associates, Inc., d/b/a CBB (hereinafter "CBB"), copies of which are on file in the office of the City Clerk and incorporated by reference herein (respectively, the "February 2016 Traffic Study" and the "March 2016 Traffic Study" and, collectively, the "Traffic Study"); and

WHEREAS, on the Area Plan are depicted five lots for development identified, respectively, as Lots A, B, C, D and E (collectively, the "Lots"); and

WHEREAS, at the time of the approval of the Area Plan, the only reasonably anticipated uses of the Property known to the City included the use of Lot A as a neighborhood grocery store and Lot B as convenience store/gas station (the "Proposed Uses"); and

WHEREAS, at the time of the preparation of the Traffic Study, CBB was required to make assumptions as to the proposed uses for Lots C, D and E, and had no knowledge of any further development in the immediate area of the Property, including the development of other property immediately adjacent to the Property and owned by CBFLP consisting of approximately 70.71+/- acres of land that had previously been submitted to the City for development (the "Speculative Development Area"); and

WHEREAS, in the March 2016 Traffic Study, CBB acknowledged that development of the Speculative Development Area may require the East Site Drive to be further restricted from the currently proposed Three-quarters Access to a right-in-right-out access permitting the following turning movements:

1. Traveling westbound along Feise Road and turning right into the Property; and
2. Traveling southbound from the site approaching Feise Road and turning right onto Feise Road.

(hereinafter the "RIRO Access"); and

WHEREAS, the City believes that upon the development of the Lots or the Speculative Development Area, it may be necessary to the health, safety and welfare of the residents of the City to convert the East Site Drive from a Three-quarters Access to the RIRO Access; and

WHEREAS, it is estimated that the Cost to the City to convert the East Site Drive from a Three-quarters Access to the RIRO Access will be Ten Thousand Dollars (\$10,000); and

WHEREAS, it is understood by the parties hereto that the City's approval of the Area Plan permitting the Three-quarters Access is expressly conditioned upon this Agreement;

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

1. Prior to and as a condition of the issuance of any permit by the City pertaining to the development of the Property consistent with the Area Plan, the CBFLP shall deposit with the Treasurer of the City, to be held in an interest-bearing account dedicated for that purpose, with all interest accruing to the City to offset administrative and other costs of maintaining such cash deposit, the sum of Ten Thousand and 00/100 Dollars (\$10,000) in lawful money of the United States of America, herein called the "RIRO Deposit," guaranteeing the timely construction, installation, and completion of the RIRO Access, all in accordance with the terms of this Agreement.

2. For each proposal submitted to the City for development of Lots C, D and/or E depicted on the Area Plan, CBFLP shall cause updates to the Traffic Study to be prepared by a certified Professional Traffic Operations Engineer (the "Traffic Engineer"), including, but not limited to CBB, and submitted to the City. The City agrees to reasonably cooperate with the Traffic Engineer by providing reasonably available data necessary to accurately complete the update to the Traffic Study. Upon submission of each update to the Traffic Study submitted to the City, the City shall re-evaluate the appropriateness of the Three-quarters Access as set forth in Section 4 of this Agreement.

3. In addition to the updated Traffic Study required in Section 2 of this Agreement, CBFLP shall cause to be prepared an updated traffic analysis of the Three-quarters Access by a certified Professional Traffic Operations Engineer to be submitted to the City no later than calendar year 2018. This update will be done no more than six months after completion of that portion of the Gateway Green Light Project – Phase Four – St. Charles County involving the improvements to the Bryan Road/Winghaven Boulevard from West Terra Lane to I-64 Corridor, all as depicted in the FY 2017-2020 Transportation Improvement Program Congestion Mitigation and Air Quality Improvement (CMAQ) Funds New Project Application on file in the office of the East West Gateway Council of Governments, referencing Project Record Number 748519, and incorporated by reference herein. Upon submission of each update to the Traffic Study submitted to the City, the City shall re-evaluate the appropriateness of the Three-quarters Access as set forth in Section 4 of this Agreement.

4. The City may provide notice to CBFLP that the Three-quarters Access is to be converted into the RIRO Access upon the occurrence of any of the following:

- a. A recommendation from the Traffic Engineer in the updated Traffic Study submitted to the City pursuant to Section 2 or 3 of this Agreement to convert the Three-quarters Access to the RIRO;
- b. A recommendation to convert the Three-quarters Access to the RIRO from a Traffic Engineer engaged by the City;
- c. A recommendation from a Traffic Engineer to convert the Three-quarters Access to the RIRO pertaining to an analysis of the traffic impacts of any proposed development of the Speculative Development Area or part thereof;
- d. A determination by a Traffic Engineer that the intersection of Feise Road and the East Site Drive, approaching from any direction, has a Level of Service (LOS) standard rating of "D," "E" or "F." The term "Level of Service (LOS) standard" shall have the same meaning as is set forth in the most recent publication of either the Highway Capacity Manual (HCM) published by the Transportation Research Board of the National Academies of Science in the United States or the Geometric Design of Highways and Streets published by the American Association of State Highway and Transportation Officials (AASHTO) (the "Green Book"); or
- e. Evidence of a consistent pattern of vehicular crash increases, over at least a three-year period, involving the three-quarters access as determined by the City after consultation with the Traffic Engineer.

5. CBFLP shall take all necessary actions, at its sole cost and expense, to cause the East Site Drive to be converted from the Three-quarters Access to the RIRO Access within 120 days after the City sends written notice to CBFLP pursuant to Section 4 of this Agreement. If CBFLP fails to cause construction of the RIRO Access to be completed within 120 days after the City sends notice, the City may draw upon the RIRO Deposit to defray any cost to the City associated with the conversion of the Three-quarters Access to the RIRO Access.

6. The City shall release the RIRO Deposit to CBFLP upon the occurrence of the earliest of one of the following:

- a. After receipt of written notice from the City Engineer that the RIRO Access has been constructed consistent with the Ordinances of the City then in effect; or
- b. Three years after occupancy permits have been issued by the City for each of the Lots consistent with the ordinances of the City then in effect; or
- c. After the construction of the RIRO Access has been completed, the City shall release to CBFLP any amounts of the RIRO Deposit remaining after completion.

If the Developer believes that a release of the RIRO Deposit has been improperly denied, an appeal shall be filed pursuant to Section 410.130.E.8 of the City Code, and no such denial shall be deemed final until such appeal procedure has been exhausted.

7. To the extent CBFLP shall be required to construct the RIRO Access in City right-of-way, the City shall reasonably cooperate with CBFLP to provide the necessary access to the right-of-way to perform such construction. Any such construction, however, shall comply with the provisions of Chapter 530 of the Municipal Code of the City of Dardenne Prairie, Missouri.

8. If any provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

9. CBFLP agrees that the construction of the RIRO Access 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.

10. 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, 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.

11. Time is of the essence with respect to this Agreement.

12. This Agreement constitutes the entire undertaking between the parties hereto and supersedes any and all prior agreements, arrangements and understandings, if any, between the

parties hereto or the predecessors in interest of either of them with respect to the subject matter hereof.

13. City and CBFLP each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the City and CBFLP, respectively, except as otherwise specifically set forth herein.

14. 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 CBFLP:                CORA BOPP FAMILY LIMITED PARTNERSHIP  
3028 Lake Country Lane  
Glencoe, Missouri 63038  
Attention: Donald W. Prestine

15. CBFLP shall not assign this Agreement, in whole or in part, to any third party without the prior written consent of the City.

16. 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.

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

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

CITY OF DARDENNE PRAIRIE, MISSOURI

SEAL

By: \_\_\_\_\_  
David C. Zucker, Mayor

Attest:

\_\_\_\_\_  
Kimberlie Clark, City Clerk

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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared David C. Zucker, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Dardenne Prairie, Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and that said instrument was signed and sealed in behalf of said City, by authority of its Board of Aldermen; and said Mayor acknowledged said instrument to be the free act and deed of said City.

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

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

My Commission Expires:

CORA BOPP FAMILY LIMITED  
PARTNERSHIP:

By: \_\_\_\_\_  
\_\_\_\_\_, Partner

STATE OF MISSOURI            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 2016, before me, \_\_\_\_\_,  
a Notary Public in and for said state, personally appeared \_\_\_\_\_,  
Partner of Cora Bopp Family Limited Partnership, known to me to be the person who executed  
the foregoing instrument in behalf of said limited partnership and acknowledged to me that  
he/she executed the same for the purposes therein stated.

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**  
**PROPERTY LEGAL DESCRIPTION**

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.