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

BOARD OF ALDERMEN
WORKSHOP AGENDA
SEPTEMBER 7, 2016
5:30 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Applicant for Appointment – Planning & Zoning – Glenn Rowley
2. Bluebird Meadows & BaratHaven Gate Installation (Easley)
3. Short Term Goals (0 – 3 year projects)
4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (09-07-16)

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

Boards and Commissions
Application for Appointment

DARDENNE PRAIRIE

RECEIVED
AUG 01 2016
City of
Dardenne Prairie

- o Board of Adjustment
- o Board of Aldermen
- X Planning & Zoning
- o Other _____

Please print or type
Name Glenn Rowley Title: ✓ Mr. ___ Ms. ___ Mrs.

Home Address 109 Mackintosh Lane

Length of time at this residence: 11 mo Ward: _____

Home Phone 636-294-1736 Cell Phone 949-276-1963 E-Mail glennrowley14@gmail.com

Education and General Qualifications

Occupation and Place of Employment:
Attorney - Retired

Educational Background:
J.D. 1994, Brigham Young University

Licenses held (If Applicable):
Licensed to practice law in Missouri, California & Utah

Special Skills and Qualifications:
22 years practicing law

Community Activities/Organizational Affiliations (Current):
Trustee - Country Forest HOA, Creve Coeur - 2013 to 2015

Are you registered to vote in the City of Dardenne Prairie? ___ Yes ✓ No Not yet
Are you willing to attend meetings on a regular basis? ✓ Yes ___ No
Are you a citizen of the United States? ✓ Yes ___ No
Have you ever been convicted of, or pleaded guilty to a crime? ___ Yes ✓ No
(If yes, provide written details)
Are you a Permanent Resident of the United States? ___ Yes ✓ No Citizen
Have you ever had a professional/occupational license revoked or suspended, as a result of disciplinary action? ___ Yes ✓ No
Is there anything in your background that might become an embarrassment to you if it were to become public? ___ Yes ✓ No
Are you a current employee of the City of Dardenne Prairie? ___ Yes ✓ No
Are you a current employee of the U.S. Government? ___ Yes ✓ No

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

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

Reasons you feel you are qualified to serve on the above Board/Commission/Committee (related background, interests, special skills or education, etc.): Experience in law, including regulatory compliance and interpretation.

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

Signature _____ Date 31 July 2016

Please return this completed application to:

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

e-mail: cityclerk@dardenneprairie.org

fax 636-625-0077

EXHIBIT A

RBA FORM (OFFICE USE ONLY)
MEETING DATE: 9/07/2016
Regular (X) Work Session (X)
ATTACHMENT: YES (X) NO ( )
Contract (x) Ordinance ( ) Other ( )

Request for Board Action
By: Staff

Ward 3

- **Description: Install two barrier gates. One at Bluebird Meadows and one at Barathaven.**

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

- **Summary/Explanation:**

***Three bids to furnish and install (2), 28 ft. wide barrier gates at the entrances to Barathaven and Bluebird Meadows.**
***The gates should deter loitering, vandalism and littering at both parks.**
***Gates will be closed and opened by the St Charles County Police Department.**
could DCK
***Consolidated Fence Co. $4,182.00**
***D & S Fencing Co., Inc. $5,500.00**
***Collins & Hermann $5,821.00**

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

RBA requested by: Bob Easley Date: 8/23/2016

Consolidated Fence Company

 # 7 Governor Drive Saint Charles, MO. 63301

PHONE:(636)946-6666 FAX:(636)946-6729

To: City of Dardenne Prairie
2032 Hanley Rd.
Dardenne Prairie, MO. 63368

Proposal Date: August 15, 2016
Bid Date:
Bid Time:

Attn: Bob

Project: Double Drive Barrier Gates

Sections:

Per Plans, Specifications, and Addenda #: Per Bob's Request

Bid Items: Furnish and install two (2) 28 ft. wide galvanized 2" frame double drive barrier gates with strong arm latches and gate leaf hold backs. Each gate leaf to be installed onto a 4" SS40 galvanized post set in 3,000 psi concrete. Strong arm gate latches to have provisions for padlock. Padlock provided and installed by others. Gates to have commercial grade bull dog hinges. All materials to be galvanized.

Materials & Labor.....$ 4,182.00

Notes:

All work to be performed using prevailing wage labor rates.

Taxes are assumed exempt for this project. Tax-exempt paper work will be needed at time of materials ordering.

Lump Sum Total: $4,182.00

Respectfully Submitted,

Steve Hannah

Accepted By

Printed Name & Title

NOTE: Proposal price good for 15 days from bid date

Exclusions:

1. All permits, engineering, testing, inspections, signage, and traffic control.
2. Cost of Bonds. Add 2% for Bond.
3. Supply, installation of rental or temporary construction fence, unless included in above proposal.
4. Removal of spoils, clearing, grading, grubbing, survey, and staking of fence line.
5. Private underground utility repairs and locates, including irrigation systems.
6. Door hardware, locks and installation.
7. Saw cutting and core drilling.
8. Fence grounding and electrical both high and low voltage, conduit runs, wire pulls.
9. On-Site safety training, unless specified in the above proposal.

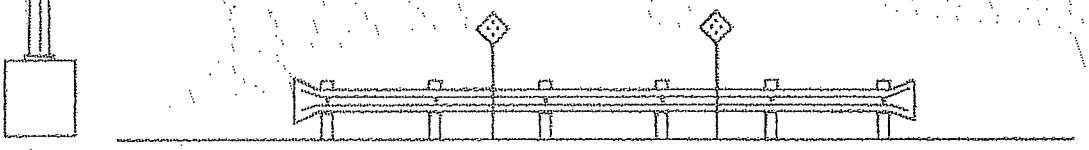
Buyer shall provide at no cost, the following:

1. All weather truck and equipment access for material delivery and installation during project.
2. Insurance provisions will be to the fullest extent of current insurance policy.
3. Terms of payment; Due upon receipt or per contract.
4. Liquidated damage charge, **(IF ACCEPTED)** will not exceed the total value of this contract.
5. Please allow ample time for receipt of custom or special order fencing.
6. Special order materials require payment in full before shipping (Greenscreen, Omega, Ameristar, wrought iron and door hardware)
7. This proposal is based on normal digging conditions (price subject to change if unforeseen rock and fill material is encountered).
8. Material on hand payment required on all jobs over $15,000.00.
9. No change orders will be accepted, nor will any material be ordered, unless written consent has been made.

The following prices are based on mutually accepted exclusions and Scope of Work. If a subcontract, letter of intent, purchase order or change order is issued for all or part of this proposal. **All terms and conditions are accepted as stated above.**

D & S Fencing Co., Inc.
2800 Sunnyside Road
Festus, MO 63028

Phone: (636) 937-8300 • Toll Free: (636) 931-4651 • Fax: (636) 937-3619



Commercial Fence • Guard Rail • Highway Signing

August 18, 2016

PROPOSAL

Dardenne Prairie
Attention: Bobby Lee

RE: Dardenne Prairie
Barrier Gates

Furnish and install:
2 of 28' Barrier Gates:
2" pipe frame:
1-5/8" vertical & diagonal braces:
4" schedule 40 concrete filled hinge post:
Industrial hinges:
Strong arm latch:
16" x 48" concrete footing:

4 gate hold backs:
2-1/2" post set in 12" x 36" footing:

2-28' Barrier Gates @ $2,750.00 each:
TOTAL AMOUNT FOR PROJECT: $5,500.00

D&S Fencing Co., Inc. is a certified DBE Business as well as an AFL-CIO Union Affiliate. If you have any questions please feel free to contact our office at the phone number listed above.

Sincerely,

Patricia A. Schaeffer
President

PAS: jds

COLLINS & HERMANN
INFRASTRUCTURE SOLUTIONS

1215 Dunn Road
PO Box 38901-0901
St. Louis, MO 63138
collinsandhermann.com

August 17, 2016

DARDENNE PRAIRIE
2032 Hanley Road
Dardenne Prairie, Missouri 63368

Phone: (636) 561-1718
Cell: (636) 544-8136

Attention: Bob Easley

E-mail: bob@dardenneprairie.org

RE: GALVANIZED POLE GATES AT 2 PARKS – HENNING ROAD C&H BID #: 18362-H

Sir:

Per your request and our phone conversation, we propose to perform the following work in regards to the above referenced project:

- Furnish and install four (4) each 4" SS40 galvanized pipe posts.
- Furnish and install two (2) each 24' double swing pole gates with galvanized 2" frame, Pioneer latching and holdbacks for each gate leaf.

ALL OF THE ABOVE WORK TO BE COMPLETED FOR $5,821.00

Due to the recent steel crisis, our prices are firm for only thirty (30) days. In order for these prices to remain in effect, we will have to have the ability to purchase the materials through a material allowance as soon as notice to proceed is given.

We are hereby providing you with notice that, pursuant to Missouri statute #436.309, we reserve the right to provide a Retainage Bond as substitute security so that no retainage shall be withheld from payments due to us for our work on this project.

If payment is by credit card, please add a 4% fee to our contract price.

NOTES:

1. Our price is based on all work being performed utilizing one (1) mobilization.
2. The above price is based on having clean and clear access to the work area.
3. Our price is based on our excavation taking place in dirt and/or asphalt.
4. Concrete to be sleeved and/or blocked out by others to ensure our excavation takes place in dirt.
5. Fence lines to be cleared (i.e.: vegetation, debris and/or product), graded, and staked (corner posts, end posts, gates) by others.
6. All painting, if required, to be performed by others
7. If the chain link fence or guardrail is located behind a MSE wall or other similar walls that require granular backfill, blockouts will be needed and shall be furnished and installed by others and be clean and clear of all debris prior to Collins & Hermann's, Inc. mobilization.
8. We will not be responsible for wall when driving through MSE reinforcing fabric.
9. We exclude engineering calculations and sealed shop drawings.
10. Permits, if required, to be obtained by others.
11. Our price is based on excavation of holes being done with a drill rig (Skid Steer). If hand digging or hydro-excavating is required for any unforeseen obstructions (i.e.: utilities), additional monies will be required.
12. If fall protection is required, tie off points to be provided by others.
13. Traffic control, if required, to be provided by others.

COLLINS & HERMANN
INFRASTRUCTURE SOLUTIONS

1215 Dunn Road
PO Box 38901-0901
St. Louis, MO 63138
collinsandhermann.com

This work to be done by trained **AFL-CIO** personnel completely insured (including workmen's compensation, bodily injury/property damage to $1,000,000/1,000,000 liability and $5,000,000 umbrella). This bid is based upon **ANY** and **ALL** underground utilities being properly located by others prior to our work starting as we will assume **NO** responsibility for damages to unmarked and/or improperly located underground utilities. This bid is firm if we receive a contract and/or letter of intent to contract within thirty (30) days.

Looking forward to working with you.

Cordially,
COLLINS & HERMANN, INC.

David J. Howard
Commercial Sales Representative
DJH/slk
V:\Sue\

ACCEPTED AND APPROVED

THIS _____ DAY OF _____, 2016

SIGNATURE: _____

PRINT NAME: _____

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

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

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL
- Mayor Zucker
- Alderman Klingerman
- Alderman Nay
- Alderman Gotway
- Alderman Koch
- Alderman Wandling
- Alderman Santos

PROCLAMATION

OPEN FORUM

CONSENT AGENDA
1. Board of Aldermen Minutes 8-17-16
2. Workshop Summary 8-17-16
3. Expenditures for Approval 9-7-16

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

1. **BILL # 16-24**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE WITHIN CITY HALL

2. **Resolution #270**
   A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING THE APPOINTMENT OF GLENN ROWLEY TO THE PLANNING AND ZONING COMMISSION

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

Proclamation
Constitution Week

WHEREAS: The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law: and

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention in Philadelphia, Pennsylvania; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and

WHEREAS: Public Law 915 calls for the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE: I, DAVID C. ZUCKER, Mayor of the City of Dardenne Prairie, MO, by the authority vested in me by the State of Missouri and the City of Dardenne Prairie do hereby proclaim the week of September 17th through September 23rd as

CONSTITUTION WEEK

in the City of Dardenne Prairie and ask our citizens to remember and reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 7th day of September, of the year of our Lord, Two Thousand Sixteen.

David C. Zucker, Mayor

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:11 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 Gotway.

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

OPEN FORUM – No one in attendance to speak.

CONSENT AGENDA

1. Board of Aldermen Minutes 8-3-16
2. Workshop Summary 8-3-16
3. Expenditures for Approval 8-17-16
4. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #2

With no objections, items 1-4 were approved.

ITEMS REMOVED FROM CONSENT AGENDA

5. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #3

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to table Change Order #3. Motion passed unanimously.

6. Escrow Release (Final) – Bridgewater Communities – BaratHaven Village B - $2,500.00

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to approve the Final Escrow Release. Motion passed. Alderman Koch opposed.

PUBLIC HEARING

1. A Conditional Use Permit Application for an approximate 5.0 acres of land more or less commonly known as 7351 Highway N located north of Highway N and approximately 900 feet east of Stump Road and more particularly described in the Conditional Use Permit Application received by the City on July 5, 2016 from Applicant Loradale Holding, LLC and Property Owner Loradale SDI LLC.

Dale & Lora Stoecklein were in attendance to present the proposal.

The following individuals spoke on the proposal:
George Beyer – 90 Plackemeier
Jay Ohmes – 1009 Rondale Court
Christina Bogusky – 1021 Rondale Court
Jane Ohmes – 1009 Rondale Court
Dan Baker – 14 Toussaint Drive

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to close the Public Hearing. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-23 for the first time by short title only. Motion passed. Alderman Koch opposed.

BILL # 16-23
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A CONDITIONAL USE PERMIT FOR PROPERTY ZONED C-2, GENERAL COMMERCIAL DISTRICT AND LOCATED AT 7351 HIGHWAY N; AND APPROVING A SITE PLAN FOR SAME

A motion was made by Alderman Santos, Seconded by Alderman Gotway to read Bill #16-23 for the second time by short title only. Motion passed. Alderman Koch opposed.

A motion was made by Alderman Nay, Seconded by Alderman Santos to put Bill #16-23 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-23 passed and designated it to be Ordinance #1810.

STAFF COMMUNICATIONS
City Engineer Luke Kehoe provided the status of the road project applications. Alderman Klingerman requested additional information regarding the Stump Road Sidewalk.

ADJOURNMENT

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to adjourn the meeting at approximately 9:05 p.m. Motion passed unanimously.

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY **AUGUST 17, 2016**

The City of Dardenne Prairie workshop session was called to order at 5:35 p.m.
The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Wandling, Klingerman, Santos, Nay, Gotway and Koch. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff members Jeff Amelong & Tamie Smith were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Presentation to Court Clerk (Judge Chassaniol)
   Judge Chassaniol was in attendance to present Tamie Smith with her certification of Court Administrator.
2. Applicant for Appointment – Planning & Zoning – Glenn Rowley
3. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #2
4. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #3
5. Intergovernmental Agreement with St. Charles County (Kehoe)
6. Budget Amendment (Alderman Klingerman)
   The following individuals spoke regarding a sidewalk on Stump Road:
   Veronica Schwab – 3 Sierra Pines Court
   Kathy Prewitt – 1666 Stump Road
   Dave Gettemeyer – 6 Jura Court
   Linda Klingerman – 1102 Whispering Pines
7. Short Term Goals (0 – 3 year projects)
8. Long Term Goals (3 – 10 year projects)
9. Review of Board of Aldermen Meeting Agenda (08-17-16)

STAFF COMMUNICATIONS

Mayor Zucker mentioned the following:
Update on the basement leak
Upcoming Proclamation
Gates at BaratHaven Park
Upcoming revisions to the Comprehensive Plan & Zoning

ADJOURNMENT

With no objections, the meeting was adjourned at 7:00 p.m.

Respectfully submitted,

_____
Kim Clark
City Clerk

EXPENDITURES FOR APPROVAL
9/7/2016

1	AFLAC	September, 2016	236.70
2	Alderman Blake Nay	September, 2016	375.00
3	Alderman Dan Koch	September, 2016	375.00
4	Alderman Dave Wandling	September, 2016	375.00
5	Alderman Doug Santos	September, 2016	375.00
6	Alderman John Gotway	September, 2016	375.00
7	Alderman Kevin Klingerman	September, 2016	375.00
8	Ameren	City Hall to 8/22/16	1,591.26
9	Ameren	Concession Stand to 8/22/16	259.08
10	Ameren	Hanley Traffic Light to 8/22/16	10.24
11	Ameren	Hanley Traffic Light 2 to 8/22/16	50.54
12	Ameren	Ball Park to 8/22/16	176.49
13	Ameren	City Hall Park to 8/22/16	316.75
14	AT & T	Building Dept. Software Monthly Data to 8/4/16	42.91
15	Charter	City Hall Internet	123.19
16	Cuivre River Electric	Light at Weldon Spring	38.24
17	Cuivre River Electric	Georgetown Park	64.70
18	Cuivre River Electric	St. Williams street lights	26.35
19	Cuivre River Electric	Traffic Signal at Feise/Hanley	64.00
20	Duckett Creek Sanitary District	City Hall Service to 7/31/16	25.93
21	Family Support Payment Center	9/9 & 9/23 Payroll	294.46
22	First Bank	Credit Card Charges	867.08
23	Hansens Tree Services	Stump Removal	225.00
24	Hoff Heating & AC, Inc.	AC Repair	785.00
25	Insurance: Anthem Blue Cross/Blue Shield	Health: September, 2016	3,730.81
26	Insurance: Capital Administrators	Vision: September, 2016	91.15
27	Insurance: Principal Life	Life: September, 2016	172.18
28	Karen Joyce	Baseball League Refund	65.00
29	LAGERS	August, 2016	2,360.13
30	Martin Trophy	Appreciaton Plaque: Fine	35.00
31	Mayor David C. Zucker	September, 2016	1,000.00
32	Miracle	Parts for Playground Swing	12.76
33	MO Department of Public Safety	Annual Elevator Inspection	25.00
34	MOGFOA	Annual Membership: Clark	50.00
35	Office Essentials	Office & Maintenance Supplies	559.51
36	Parks: C & R Sound	Prairie Day Sound	350.00
37	Parks: Contagious	Prairie Day Main Stage Entertainment	3,000.00
38	Parks: Crown Candy & Gus Pretzel	Senior Event	650.00
39	Parks: Flyers on Foot	Senior Event Mailer	49.00
40	Parks: Fund Ways of Missouri	Prairie Day Tents, Tables & Chairs	1,922.50
41	Parks: John P. Beatty - The Strong Man	Prairie Day	750.00
42	Parks: My Big Fun Inflatables	Praire Day Inflatables	1,820.00
43	Parks: O'Fallon Sewer	Prairie Day Portable Toilets	850.00
44	Parks: Parties by Prilla	Prairie Day Super Heros & Craft	450.00
45	Parks: Robin's Pony Express	Prairie Day Ponies	895.00
46	Parks: S&K	Prairie Day Signage	600.00
47	Parks: Shannon L. Ratigan	Prairie Day Drum Circle	300.00
48	Parks: STL Shirts	Prairie Day Tie Dye Shirts	2,500.00
49	Parks: The Clowns LLC	Prairie Day Balloon Artist & Face Painters	1,530.00
50	Parks: Upper Limits	Prairie Day Rock Wall	800.00
51	Parks: USPS/Flyers on Foot	Prairie Day Mailer	2,500.00
52	Payroll	Payroll: 08-26-16	17,076.80
53	Professional Irrigation Systems, LLC	Irrigation Repair	80.00
54	R & R Contracting Service Inc.	Porta Potties - Ballfield, Bluebird & BaratHaven	276.00
55	Sprint	Amelong Cell Phone	67.32
56	Stratus Building Solutions	City Hall Cleaning: September, 2016	385.00
57	Superior	Annual Elevator Inspection	170.00
58	The Law Office of Dennis Chassaniol	Municipal Judge: September, 2016	400.00
59	Tracker Designs	Monthly Website Search Engine	65.00
60	Tyler Technologies	Annual Maintenance Court Software	1,852.20
61	UMB Bank, NA	August, 2016 TDD Sales Tax Payment	21,436.82
62	United Printing Consultants	Business Cards: Gay	89.05
63	WMH Sports Services: John Hecei	Fall Ball Umpires	3,605.00
			80,019.15

Approved by Board of Aldermen 09-07-16

Mayor David C. Zucker

BILL NO. 16-24

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND/OR CITY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT FOR THE LEASE OF OFFICE SPACE WITHIN CITY HALL

WHEREAS, pursuant to Section 79.010, RSMo., "Any city of the fourth class may become a body corporate under the provisions of this chapter, in the manner provided by law [...] may receive and hold property, both real and personal, within such city [...]and may purchase, hold, lease, sell or otherwise dispose of any property, real or personal, it now owns or may hereafter acquire; may receive bequests, gifts and donations of all kinds of property [...];" and

WHEREAS, pursuant to Section 79.110, RSMo., "The mayor and board of aldermen of each city governed by this chapter shall have the care, management and control of the city and its finances, and shall have power to enact and ordain any and all ordinances not repugnant to the constitution and laws of this state, and such as they shall deem expedient for the good government of the city, the preservation of peace and good order, the benefit of trade and commerce and the health of the inhabitants thereof, and such other ordinances, rules and regulations as may be deemed necessary to carry such powers into effect, and to alter, modify or repeal the same[;]" and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie desires to promote the economy of the City and benefit the comfort, convenience, safety, happiness and health 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. Legislative Findings.

A. The Board of Aldermen of the City of Dardenne Prairie does hereby find, declare and ascertain that industrial and economic development will be promoted, employment opportunities enhanced, trade developed, and the use of the resources of the State of Missouri and the City of Dardenne Prairie furthered by the lease of certain real property more particularly described below; and

B. The Board of Aldermen of the City of Dardenne Prairie does hereby further find, declare and ascertain that the promotion of industrial and economic development within the City is in the best interests of the inhabitants of the City of Dardenne Prairie, will benefit trade and commerce and the comfort, convenience, safety, happiness and health of the inhabitants of the City and serves a proper public and valid municipal purpose; and

C. The City owns certain real property as more particularly described in the Lease Agreements attached hereto as **Exhibit A**, and **Exhibit B** and desires to lease office space therein for the purpose of fostering economic development within the City; and

D. The City finds and determines that nineteen dollars per square foot under the terms and conditions stated in the Lease Agreements attached hereto as Exhibit A and Exhibit B is fair value for a leasehold interest in the City Property.

SECTION 2. Approval of Lease Agreement. That the form, terms, and provisions of the Lease Agreements attached hereto, marked as **Exhibit A** and **Exhibit B**, and incorporated by reference herein, be and 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 Lease Agreements including substantially the terms contained in the attached Lease Agreements. The City Clerk of the City is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Lease Agreements and this Ordinance.

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

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

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

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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"

LEASE AGREEMENT

THIS LEASE is made and entered into this _____ day of _____, 20__, by and between THE CITY OF DARDENNE PRAIRIE, MISSOURI, hereinafter called "Lessor", and the _____, hereinafter called "Lessee".

WITNESSETH: Lessor for and in consideration of the rents, covenants and agreements hereinafter set out and hereby agreed to be paid, kept and performed by Lessee and the executors, administrators, successors and assigns of Lessee by these presents does hereby demise and lease to Lessee the office(s) numbered _____ in the building known as City Hall, located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368, consisting of _____ square feet (hereinafter referred to as the "Demised Premises").

Lessor hereby leases the Demised Premises to Lessee, and hereby grants to Lessee its guests, invitees and licensees all easements, rights and privileges appurtenant thereto including the non-exclusive right to use all of the parking areas, driveways, roads, alleys, means of ingress and egress and other portions of the Demised Premises as reflected in the plans for City Hall (hereinafter collectively referred to as the "City Hall").

1. USE OF PREMISES

To have and hold the same, subject to the conditions contained herein, and for no other purpose or business than that of: Office Space.

2. TERMS AND BASE RENTAL

The term of this Lease shall be for _____ (___) months commencing on the 1st day of _____, 20__ (the Commencement Date"), and extend through the _____ day of _____, 20__ (the "Term").

Lessee does hereby covenant and agree to pay to Lessor, for the use and occupancy of the Demised Premises, at the times and in the manner hereinafter provided, at the rate of Nineteen and 00/100 Dollars ($19.00) per square foot of floor space, _____ dollars ($_____) per month (the "Base Rent") to be paid in U.S. dollars, without notice or invoice from Lessor, on the first day of each and every month during the Term hereof, commencing upon the Commencement Date and ending upon the termination date of this Lease.

In addition to the Base Rent, Lessee shall pay monthly to Lessor Additional Rent pursuant to the terms of Paragraphs 5 and 9 respectively herein (the Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent"). Additional Rent, and any other monies due to the Lessor under this Lease, shall be invoiced to the Lessee on or before the first business day of each month and shall be payable within five (5) days thereafter.

All payments by Lessee to Lessor pursuant to any provision of this Lease shall be paid to:

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

or at such other place as Lessor may designate from time to time.

3. DELINQUENT RENT

In the event any payment of Rent is not received by Lessor within ten (10) days after the date on which said Rent payment is due, Lessor may assess and demand an administrative charge of Fifty Dollars ($50.00) (the "Late Charge") per day for each day said Rent payment is delayed past the due date upon written notice from Lessor, said Late Charge will be due and payable within ten (10) days of receipt of Lessor's written notice demanding payment of such Late Charge.

4. COMMON AREAS

The term Common Areas includes all driveways, entrances, lobbies, hallways, washrooms, kitchens, break rooms, stairways, conference rooms and other features and facilities provided for the general uses and purposes of all Lessees of City Hall.

Lessee shall have the non-exclusive right during the Term of this Lease to use the Common Areas for itself and its customers.

All Common Areas shall be subject to the exclusive control and management of Lessor pursuant to Paragraph 15 of this Lease.

5. ADDITIONAL RENTS

A. Lessor shall provide janitorial services to the Demised Premises in accordance with the standards from time to time prevailing for similar office buildings in the area in which City Hall is located. Notwithstanding the foregoing, Lessor may choose to provide such cleaning services during normal business hours. Lessee shall grant access necessary for the performance of the janitorial services and shall leave the Demised Premises in a condition that facilitates the performance of such services. Other than as included in janitorial services, all curtains, carpets, rugs and drapes of any kind in the Demised Premises shall be cleaned and maintained by Lessee. Lessee shall not engage any person to provide cleaning or janitorial services to the Demised Premises without Lessor's written consent.

B. Lessor shall provide necessary supplies in public washrooms sufficient for normal use by lessees in City Hall.

C. Lessor may deem it desirable to provide a copier machine in City Hall for use by Lessee and other lessees for copying and printing purposes. If Lessor provides a copier machine, its use by Lessee and other lessees shall be subject to terms and conditions to be set by Lessor. These terms and conditions will include obligations for Lessor to pay costs associated with the use of the copier machine.

6. INSURANCE

Lessor agrees to carry, during the Term hereof, all risk property insurance (hereinafter, "Lessor's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located on the Demised Premises, including the building and all appurtenances thereto (excluding Lessee's Property) for the full replacement value thereof Lessor, upon written request by Lessee, shall promptly deliver to Lessee a certificate of Lessor's Property Insurance.

7. MAINTENANCE OF HVAC EQUIPMENT

The Lessor shall provide Heating, Ventilating and Air Conditioning ("HVAC") in quantities and at temperatures required to maintain conditions within a reasonable temperature range in the Demised Premises during normal business hours. Any rebalancing of the climate control system necessitated by the installation of partitions, equipment or fixtures by the Lessee or by any use of the Demised Premises not in accordance with the design standards of such system shall be performed by the Lessor at the Lessee's expense.

8. SECURITY DEPOSIT

Lessor will retain a Security Deposit in an amount equal to the Base Rent. Said Deposit shall be held by Lessor as security for the faithful performance by Lessee of all terms, covenants, and conditions of this Lease by Lessee to be kept and performed during the Term hereof. Lessee agrees that said deposit can be placed in an interest-bearing account and that Lessee shall not be entitled to any interest on said deposit. If at any time during the Term of this Lease any of the Rent herein reserved shall be overdue and unpaid, then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue Rent or other sum.

In the event of the failure of Lessee to keep and perform any of the terms, covenants, and conditions of this Lease to be kept and performed by Lessee, then Lessor at its option may, after terminating this Lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit or any portion thereof be appropriated and applied by Lessor for the payment of overdue Rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited. Lessee's failure to do so within five (5) days after receipt of such demand in writing shall constitute a breach of this Lease. Said deposit shall be returned in full to Lessee after Lessee has complied with all of said terms, covenants and conditions of this Lease, including payment of all Rent, herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder.

9. UTILITIES

Lessor agrees to cause the necessary mains, conduits and other facilities to be provided to make water, sewer, gas, phone and electricity available to the Demised Premises and to make available to Lessee water, sewer, gas, phone and electrical services prior to the Commencement Date at Lessor's expense.

Lessor shall provide the following services without additional cost to the Lessee in such quantities as Lessor, from time to time determines to constitute normal use for lessees in City Hall:

1. All sewerage disposal charges.
2. Water from the mains of the public utility for drinking, lavatory, and toilet purposes drawn through fixtures installed by or with permission of Lessor.
3. Service for collection of refuse and garbage.
4. Electricity through conduits provided by Lessor.

Lessee shall not overload the capacity of any such service. Lessee shall not bring onto the Demised Premises any installations, appliances or business machines which are likely to consume significant amounts of electricity or other utilities or which require special venting without the prior written consent of the Lessor. Lessee shall not engage any person to provide any utility service to the Demised Premises.

10. LEGAL COSTS

In the event that at any time during the Term of this Lease either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and paralegal fees and disbursements incurred therein by the successful party. Such reimbursement shall include all legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

11. MECHANICS' LIENS

Lessee shall promptly pay all contractors and materialmen hired or contracted by Lessee so as to minimize the possibility of a lien attaching to the Demised Premises. Should any such lien be made or filed, Lessee shall bond against or discharge the same within thirty (30) days after written request by Lessor. Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges including attorneys' fees reasonably incurred in or about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments or encumbrances caused or suffered by Lessee. In the event Lessee fails to comply with the terms of this paragraph, Lessor may, at its option, terminate this Lease upon ten (10) days notice to Lessee of Lessor's election to do so.

12. LIABILITY INSURANCE

At all times during the lease term, Lessee shall maintain in full force and effect, at Lessee's own cost and expense, a policy or policies of Commercial General Liability Insurance for the protection, indemnification and defense of Lessee (with Lessor named as additional insured) against claims, demands and causes of action arising out of or in connection with the use, maintenance, operation and occupancy of the Demised Premises, which policy or policies shall have limits of not less than $500,000 per occurrence, including protection against bodily injury or

damages to persons and damage or destruction of property, and placed with insurance companies reasonably satisfactory to Lessor. Said insurance shall provide that it shall not be canceled without at least ten (10) days written prior notice to Lessor and Lessee.

Evidence of such insurance shall be furnished by Lessee when Lessee takes occupancy and the Term begins. Not less than Fifteen (15) days prior to the expiration date of said policy or policies, Lessee shall furnish Lessor satisfactory evidence that such required insurance has been provided or renewed and the premiums paid.

Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Demised Premises or in connection with property on or activities conducted on the Demised Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

13. INCREASE IN FIRE INSURANCE PREMIUM

Lessee agrees not to keep within or upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the within premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor such increase in insurance as shall be occasioned by said use.

14. HOLDING OVER

Lessee has no right to remain in possession of the Demised Premises after the end of the Term. If Lessee remains in possession of the Demised Premises at the end of the Term, with the consent of Lessor but without entering into a new lease or other agreement then, notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of this Lease of the Term and Lessee shall be deemed to be occupying the Demised Premises as a tenant from month to month (with either party having the right to terminate such month to month tenancy at any time on thirty (30) days' notice, whether or not the date of termination is at the end of a rental period) at a monthly Base Rent payable in advance on the first day of each month equal to one hundred fifty percent (150%) of the monthly amount of Base Rent payable during the last month of the Term and otherwise upon the same terms, covenants and conditions as in this Lease insofar as these are applicable to a monthly tenancy and, for greater certainty, including liability for Additional Rent.

15. OPERATION AND CONTROL BY LESSOR

A. Operation of City Hall by Lessor. Lessor shall operate City Hall in accordance with all applicable laws and with standards from time to time prevailing for similar office buildings in the area in which City Hall is located, subject, however, to the limitations occasioned by the design and age of City Hall and the capacity of the structure, systems, facilities and equipment of any and all sorts of City Hall, and the provisions of this Lease.

B. Control of City Hall by Lessor. Lessor has at all times exclusive control of City Hall and its management and operation, but not so as to deny Lessee access to the Demised Premises except in an emergency. Without limiting the generality of the foregoing, at any time and from time to time, Lessor may:

i. make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in City Hall (including the Demised Premises) where necessary to serve the Demised Premises or other parts of City Hall;

ii. make changes or additions to any part of City Hall not in or forming part of the Demised Premises including without limitation, dedicating or conveying portions of the property owned by Lessor, granting easements, rights-of-way, restrictive covenants or other interests in the property owned by Lessor and constructing additional improvements in or adjoining the property owned by Lessor;

iii. terminate or amend the Lessee's right of use of any of the Common Areas, change the location and size of any of the Common Areas or use parts of the Common Areas for promotional activities;

iv. retain contractors and employ all personnel, including supervisory personnel and managers, that Lessor considers necessary for the effective maintenance, repair, operation, management and control of City Hall;

v. do and perform such other acts in and to City Hall or any of its component parts as Lessor considers reasonable for the proper and efficient maintenance, repair, operation, management and control of City Hall,

provided that in the course of Lessor's exercise of its rights hereunder, Lessor shall be deemed not to have re-entered the Demised Premises nor to have breached any obligation of this Lease. Lessor shall perform all of its work as expeditiously as is reasonably possible so as to interfere as little as is reasonably possible with Lessee's use of the Demised Premises.

16. MAINTENANCE BY LESSEE

Lessee shall:

A. Keep and maintain or cause to be maintained in good order, condition and repair the Demised Premises and every part thereof and any and all appurtenances thereto wherever located. Lessee shall reimburse Lessor upon demand for all costs and expenses incurred by Lessor for the repair of any damage to the Demised Premises caused by the negligence or willful misconduct of Lessee, their employees, agents or invitees.

B. Keep and maintain, or cause to be maintained, the Demised Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Demised Premises and all appurtenances thereto. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may, but shall not be required to, make and complete said repairs and Lessee shall pay the cost thereof to Lessor as additional rent upon demand.

17. LESSOR'S ACCESS TO PREMISES

Lessor shall retain a copy of the key to the door(s) that provides access to the Demised Premises. In no event shall Lessee change the locks to the door(s) providing access to the Demised Premises without the express, written consent of Lessor. If Lessee changes such locks, Lessee must provide Lessor with a copy of the key to such locks within three (3) days. Upon reasonable notice, but in no event less than twenty-four (24) hours (except in the case of emergency) Lessor and its agents may access the Demised Premises during business hours for the purpose of inspecting the same and to ascertain if said premises are in good repair, to make reasonable repairs which Lessor may be required to make hereunder, and to exhibit the same to prospective purchasers or Lessees. If at such inspection Lessor should find Lessee is neglecting reasonable maintenance of the Demised Premises as herein set out, Lessor shall give Lessee thirty (30) days to correct such condition. If Lessee shall fail to correct such condition within said thirty (30) days, Lessor reserves the right to have said condition corrected and to forward the cost of such maintenance to Lessee for immediate payment to Lessor.

18. LESSEE'S OPERATIONS

Lessee agrees to operate its business in strict conformance with the regulations and requirements of Lessor's insurance carriers, local fire protection officials, health and safety officials, and all other governmental authorities. Failure of Lessee to comply with the foregoing regulations or requirements shall be considered a material breach of the terms of this Lease.

19. AUTHORIZED EMPLOYEES

Lessee acknowledges that Section 285.530, RSMo., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Lessee therefore represents that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo., and covenants that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens, and that its employees are lawfully eligible to work in the United States. Prior to the Commencement Date, and no less than once a year thereafter during the Term of this Lease, Lessee shall provide Lessor with an affidavit confirming its compliance with Sections 285.525 to 285.550, RSMo., in substantially the form attached hereto as Exhibit A and incorporated by reference herein.

20. LESSEE'S CONDUCT OF BUSINESS

At all times during the Term of this Lease, Lessee shall keep the entire Demised Premises open for business during reasonable business hours, and Lessee will conduct its business in a reputable manner, reasonably neat, clean and well maintained.

21. ABANDONMENT

If, in the opinion of Lessor, Lessee has abandoned the Demised Premises, pursuant to Section 441.065, RSMo., Lessor may, without notice, without judicial proceeding of any kind and without terminating this Lease, enter into and repossess the Demised Premises, breaking open locked doors if necessary, and using such force as it may deem necessary to effect such entrance, and Lessor may remove all occupants and any property therein without being liable for any action or prosecution of any kind for such entry or the manner thereof, or loss of or damage to any property within or upon the Demised Premises.

22. DESTRUCTION OF PREMISES

If the Demised Premises is damaged or wholly or partially destroyed by storm, fire, lightning, earthquake or other casualty insured or which should have been insured under the coverage which Lessor is obligated to carry pursuant to Paragraph 6 hereof, Rent shall abate in such proportion as use of the Demised Premises has been destroyed, and Lessor shall restore the Demised Premises to substantially the same condition as before the damage or destruction as speedily as practicable. However, if the damage or destruction shall be so extensive that the same cannot be reasonably repaired and restored within six (6) months from the date of casualty, as determined by Lessor in its sole discretion, or if the estimated cost of restoration exceeds the insurance proceeds received as a result of such damage or destruction, then the Lessor may either restore the Demised Premises or notify the Lessee of its intent to terminate this Lease by giving written notice to Lessee within thirty (30) days from the date of such casualty.

If City Hall is damaged or partially destroyed by any of the above casualties so that fifty percent (50.0%) or more or the total floor area of City Hall is damaged or destroyed to such extent that it cannot be reasonably repaired and restored within six (6) months from the date of the casualty, as determined by Lessor in its sole discretion, then Lessor, at Lessor's option, may terminate this Lease by giving written notice to Lessee within thirty (30) days from the date of casualty, whether or not damage or destruction affects the Demised Premises. If said notice of termination is given within this thirty (30) day period, this Lease shall terminate and Rent and all other charges shall abate as aforesaid from the date of such casualty, and Lessor shall promptly repay to Lessee any Rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Lessor is required or elects to repair or rebuild City Hall as herein provided, then Lessee shall repair and replace Lessees Property to at least their condition prior to the damage or destruction.

23. CONDITION OF PREMISES

Lessee has examined and knows the condition of the Demised Premises and has received the same in good order and repair, and no representations as to the condition of repair or otherwise have been made by Lessor or the agent of Lessor prior to or at the execution of this Agreement that are not expressed herein.

Lessor represents and warrants that the Demised Premises are fit for use for the purposes of Office Space.

Lessee shall, at its sole cost and expense, install and maintain fire extinguishers in strict accordance with Lessor's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements. Any additional fire protection required by Lessee's business shall also be at Lessee's expense.

24. CLEAN PREMISES

Lessee agrees to keep said Demised Premises free from any nuisance or filth upon or adjacent thereto and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to use or occupancy of said Demised Premises. Lessee covenants that it will, at its own expense, take such steps as shall be reasonably necessary or required by law, to keep the Demised Premises free of roaches, rodents, insects, and other pests, and Lessor shall not be liable for any damage caused thereby. Lessee also covenants that it shall at all times keep the front and rear exterior of the premises clear and free of all trash, debris, glass, cartons, garbage or any other unsightly matter caused by reason of Lessee or Lessee's business or customers carrying forth from Lessee's premises such merchandise, goods or any other items whatsoever Lessee may be handling. Further, Lessee shall not allow, permit or suffer any noise, smoke or odor to escape from the Demised Premises in a manner which will disturb other lessees or occupants of City Hall, or occupy the Demised Premises in such a manner as to disturb the peaceful and quiet occupancy of the other lessees or occupants of City Hall, or constitute a public or private nuisance. Pinball machines, games of chance or any other such like equipment are specifically prohibited.

25. FINANCIAL STATEMENT

Lessee, at the request of Lessor, shall furnish Lessor a copy of its most recent financial statement.

26. RESERVED

27. NO RECORDING

Lessee shall not record this Lease without the prior written consent of Lessor.

28. AWNINGS AND SIGNS

Except as otherwise provided in Paragraph 35, Lessor reserves the right to prescribe the form, size, character and location of any and all signs which may be placed or painted upon any part of the Demised Premises, and Lessee agrees not to place any sign on any part of the Demised Premises or City Hall without the written consent of Lessor, or to bore or cut into any column, beam or any part of the Demised Premises without the written consent of Lessor.

29. INDEMNIFICATION

Lessee hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees, arising from the negligence or willful misconduct of Lessee or its agents, employees or contractors in or about the Demised Premises, except to the extent caused by Lessor's negligence or willful misconduct. In the event any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor.

30. ASSIGNMENT AND SUBLETTING

Lessee agrees not to sublet, assign, transfer, or mortgage this Lease or sublet the Demised Premises in whole or in part without the prior written consent of Lessor. In the event that at any time Lessor shall sell or transfer the Demised Premises or Lessor's interest therein, Lessor shall not be liable to Lessee for any obligations or liabilities based on or arising out of events or conditions occurring after the date of such sale or transfer.

Lessor shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Demised Premises. In the event of any assignment by Lessor of its interest in this Lease, Lessor

shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Demised Premises or this Lease occurring after the consummation of such assignment, but only upon the conditions that, as part of such assignment. Lessor will cause the assignee to agree in writing to assume and to carry out any and all of the covenants and obligations of Lessor under this Lease occurring after the consummation of Lessor's assignment of its interest in and to this Lease. Within five (5) days after the written request of any purchaser or transferee of the Demised Premises or Lessor's interest therein, Lessee shall attorn to such purchaser or transferee.

31. DEFAULT BY LESSEE

A. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(i) Any failure by Lessee to pay Rent or make any other payment required to be made by Lessee hereunder within ten (10) days after receipt of written notice from the Lessor.

(ii) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by the Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Lessee proceeds to diligently cure the default.

(iii) The making by Lessee or any guarantor of this Lease of any general assignment for the benefit of creditors, the filing by or against Lessee or any guarantor of this Lease of a petition to have Lessee or any guarantor of this Lease adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee or any guarantor of this Lease, the same is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession that is not restored to Lessee or any guarantor of this Lease within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

B. In the event of any such default by Lessee, then in addition to any remedy otherwise available at law or in equity (unless a specific remedy is expressly prohibited under the terms of this Lease), Lessor shall be entitled to all the following remedies:

(i) terminate this Lease by giving written notice of termination to Lessee, in which event Lessee shall immediately surrender the Demised Premises to Lessor. If Lessee fails to so surrender the Demised Premises, then Lessor may, without prejudice to any other remedy it has for possession of the Demised Premises or arrearages in Rent or other damages, re-enter and take possession of the Demised Premises and expel or remove Lessee and any other person occupying the Demised Premises or any part thereof, in accordance with applicable law; or

(ii) Lessor may re-enter and take possession of the Demised Premises without terminating the Lease in accordance with applicable law, and relet the Demised Premises and apply the Rent received to the account of Lessee. In the event Lessor so re-enters and takes possession of the Demised Premises as set forth above, Lessor agrees to use reasonable efforts to relet the Demised Premises for a commercially reasonable rate at the time of such reletting. No reletting by Lessor is considered to be for Lessor's own account unless Lessor has notified Lessee in writing that this Lease has been terminated. In addition, no such reletting to be considered an acceptance of Lessee's surrender of the Demised Premises unless Lessor so notifies Lessee in writing; or

(iii) re-enter the Demised Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Lessor or otherwise, and do whatever Lessee is obligated to do under the Lease. Lessee shall pay to Lessor, upon demand, the reasonable expenses paid by Lessor in satisfying Lessee's obligations under the terms of this Lease. Any sums so expended by Lessor shall bear interest at the Default Rate from the date expended until the date Lessor is repaid.

C. If Lessor obtains possession of the Demised Premises as a result of the Lessee's abandonment of same or by a decree from a court of competent jurisdiction, this shall not be construed as an election to terminate this Lease unless Lessor provides Lessee with a written notice of this election.

32. DEFAULTS BY LESSOR

If Lessor should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Lessee specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Lessor has not undertaken procedures to cure the default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Lessee may, in addition to any other remedy available at law or in equity at its option, upon written notice, terminate this Lease, if such default materially and adversely affects the business operations of Lessee in the Demised Premises, or may incur any expense necessary to perform the obligation of Lessor specified in such notice and deduct such expense from the Rent or other charges next becoming due.

33. QUIET TITLE

Lessor agrees that Lessee, upon paying the Rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Demised Premises during the Term hereof or any extensions hereto.

34. DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that all property owned by it in, on or about the Demised Premises shall be at the sole risk of Lessee. Lessor shall not be liable to Lessee or any other person or corporation, including employees, claiming under or through Lessee for any damage to their person or property caused by or resulting from a peril required to be insured hereunder, or from water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes or plumbing or electrical apparatus upon, about or adjacent to said Demised Premises.

35. RESERVED

36. SURRENDER OF PREMISES

Lessee shall, upon the expiration of the Term granted herein, or any earlier termination of this Lease for any cause, surrender to Lessor the Demised Premises, including, without limitation, all building apparatus and equipment then upon the Demised Premises, and all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Demised Premises, other than Lessee's Property which remains the property of Lessee as provided above, without any damage, injury or disturbance thereto, or payment therefor.

37. EMINENT DOMAIN

In the event the Demised Premises, or any part thereof, or if any part of the land upon which the Demised Premises is located shall be taken or condemned for public purposes by any competent authority, the entire compensation award therefore shall belong to Lessor without any deduction therefrom for any present or future estate of Lessee, except that Lessee shall have the right to pursue its claim for damages against the condemning authority in connection with any eminent domain proceeding for Lessee's Property and relocation expenses. Whether or not this Lease is terminated, nothing herein shall be deemed to affect Lessee's right to receive compensation from the condemning authority for damages to Lessee's Property. Notwithstanding anything to the contrary contained in the foregoing, in no event may Lessee make any claim against Lessor or the condemning authority for the value of any unexpired term of this Lease.

38. HAZARDOUS SUBSTANCES

The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables,

explosives, radioactive materials, asbestos, polychlorinated biphenyl's (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause or permit to occur:

a) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the premises, or arising from Lessee's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the premises, or the transportation to or from the premises of any Hazardous Substance, except as specifically disclosed in this Lease.

Lessee shall, at Lessee's own expense:

a) Comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

b) Make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

Should any Authority or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Lessee shall carry out all such cleanup plans.

Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this paragraph within a reasonable time, Lessor may do so, and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this paragraph.

Lessee shall indemnify, defend, and hold harmless Lessor, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

39. RELATIONSHIP OF THE PARTIES

It is further understood and agreed that Lessor shall in no event be construed or held to be a partner or associate of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business, but it is understood and agreed that the relationship between them is and at all times shall remain that of Lessor and Lessee.

40. NO CONSTRUCTIVE WAIVER

No waiver of any forfeiture, by acceptance of Rent or otherwise, shall waive any subsequent cause of forfeiture or breach of any condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of said Demised Premises, or any part hereof, be held to waive or release any assignee or sublessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sublessee shall be expressly subject thereto.

41. NO GUARANTEE

The statement in this Lease of the nature of the business to be conducted by Lessee in the Demised Premises shall not be deemed or construed to constitute a representation or guarantee by Lessor that such business may be conducted in the Demised Premises, or is lawful or permissible.

42. MISSOURI LAWS

This Lease shall be governed by and construed in accordance with the laws of the State of Missouri, and all claims relating to or arising out of this Lease, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri.

43. ENTIRE AGREEMENT

This Lease contains all conditions, covenants and agreements between Lessor and Lessee relating in any manner to the rental, use and occupancy of the Demised Premises, and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to except in writing signed by Lessor and Lessee. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Lessor's behalf, either orally or in writing (except this Lease), has induced Lessee to enter into this Lease.

44. PARAGRAPH HEADINGS

The paragraph headings as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

45. NOTICE

Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been given upon the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service or three (3) days following deposit in the United States Mail if sent by certified mail to address shown below, and addressed to:

LESSOR:	LESSEE:
City of Dardenne Prairie, Missouri	_____
2032 Hanley Road	_____
Dardenne Prairie, Missouri 63368	_____
Attn: Mayor	_____

or at such other address requested in writing by either party upon thirty (30) days notice to the other party.

46. RIGHTS OF SUCCESSOR

Whenever the word "Lessor" is used herein, it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the

heirs, executors, administrators, successors, assigns or legal representatives of the Lessee; and the words "Lessor" and "Lessee" shall include single and plural, individual or corporation, subject always to the restrictions herein contained as to subletting or assignment of this Lease.

47. ESTOPPEL CERTIFICATES

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, that there are no amendments hereof (or, if not so, stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Lessee or Lessor, as the case may be, to be performed (or, if not so, setting forth those offsets, defenses or counterclaims existing), and that as of such date no default has been declared hereunder by either party or if a default has been declared, such instrument shall specify same. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct.

48. BROKERAGE

Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than Lessor, and Lessee agrees to indemnify and hold Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. The provisions of this Paragraph shall survive the termination of this Lease.

49. TIME OF THE ESSENCE

Time shall be of the essence in interpreting the provisions of this Lease.

50. FORCE MAJEUR

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, delay by an appropriate governmental authority in granting final approval of construction plans and specifications, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Lessor may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

51. CONSENT

Except as otherwise specifically set forth herein, wherever in this Lease Lessor or Lessee is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in this Lease, if no written response to a consent or request for approval is provided within thirty (30) days from the receipt of the request, then the consent shall be presumed to have been given.

52. SEVERABILITY

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

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

LESSOR:

CITY OF DARDENNE PRAIRIE, MISSOURI,
a municipal Corporation

By: _____

Name: _____

Title: Mayor

LESSEE:

_____

By: _____

Name: _____

Title: _____

Exhibit A

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) **ss**

County of _____)

Now this ___day of _____ , 2 0 _ _ , the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of _____
(name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of _____.
(name of business entity, same as above)

4. I state and affirm that _____ **is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.**
(name of business entity, same as above)

5. Further, _____ **does not knowingly employ**
(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, _____ has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____

Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____

Human Relations Director

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT

_____

(Signature)

On this ____ day of _____ in the year 20 ___ , before me, _____ a Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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

_____

Notary Public

My Commission Expires:

"Exhibit B"

LEASE AGREEMENT

THIS LEASE is made and entered into this day of September, 2016, by and between THE CITY OF DARDENNE PRAIRIE, MISSOURI, hereinafter called "Lessor", and KLINGERMAN LAW FIRM, L.L.C., a Missouri limited liability company, hereinafter called "Lessee".

WITNESSETH: Lessor for and in consideration of the rents, covenants and agreements hereinafter set out and hereby agreed to be paid, kept and performed by Lessee and the executors, administrators, successors and assigns of Lessee by these presents does hereby demise and lease to Lessee the office(s) numbered 232 in the building known as City Hall, located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368, consisting of four hundred forty-eight (448) square feet (hereinafter referred to as the "Demised Premises").

Lessor hereby leases the Demised Premises to Lessee, and hereby grants to Lessee its guests, invitees and licensees all easements, rights and privileges appurtenant thereto including the non-exclusive right to use all of the parking areas, driveways, roads, alleys, means of ingress and egress and other portions of the Demised Premises as reflected in the plans for City Hall (hereinafter collectively referred to as the "City Hall").

1. USE OF PREMISES

To have and hold the same, subject to the conditions contained herein, and for no other purpose or business than that of: Office Space.

2. TERMS AND BASE RENTAL

The term of this Lease shall be for sixty (60) months commencing on the 1st day of September, 2016 (the Commencement Date"), and extend through the 31st day of August, 2021 (the "Term").

Lessee does hereby covenant and agree to pay to Lessor, for the use and occupancy of the Demised Premises, at the times and in the manner hereinafter provided, at the rate of Nineteen and 00/100 Dollars ($19.00) per square foot of floor space, Seven Hundred Ten and NO/100 dollars ($710.00) per month (the "Base Rent") to be paid in U.S. dollars, without notice or invoice from Lessor, on the first day of each and every month during the Term hereof, commencing upon the Commencement Date and ending upon the termination date of this Lease.

In addition to the Base Rent, Lessee shall pay monthly to Lessor Additional Rent, if any, pursuant to the terms of Paragraphs 5 and 9 respectively herein (the Base Rent and Additional Rent are sometimes collectively referred to herein as "Rent"). Additional Rent, and any other monies due to the Lessor under this Lease, shall be invoiced to the Lessee on or before the first business day of each month and shall be payable within five (5) days thereafter.

All payments by Lessee to Lessor pursuant to any provision of this Lease shall be paid to:

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

or at such other place as Lessor may designate from time to time.

3. DELINQUENT RENT

In the event any payment of Rent is not received by Lessor within ten (10) days after the date on which said Rent payment is due, Lessor may assess and demand an administrative charge of Fifty Dollars ($50.00) (the "Late Charge") per day for each day said Rent payment is delayed past the due date upon written notice from Lessor, said Late Charge will be due and payable within ten (10) days of receipt of Lessor's written notice demanding payment of such Late Charge.

4. COMMON AREAS

The term Common Areas includes all driveways, entrances, lobbies, hallways, washrooms, kitchens, break rooms, stairways, conference rooms and other features and facilities provided for the general uses and purposes of all Lessees of City Hall.

Lessee shall have the non-exclusive right during the Term of this Lease to use the Common Areas for itself and its customers.

All Common Areas shall be subject to the exclusive control and management of Lessor pursuant to Paragraph 15 of this Lease.

5. ADDITIONAL RENTS

A. Lessor shall provide janitorial services to the Demised Premises in accordance with the standards from time to time prevailing for similar office buildings in the area in which City Hall is located. Notwithstanding the foregoing, Lessor may choose to provide such cleaning services during normal business hours. Lessee shall grant access necessary for the performance of the janitorial services and shall leave the Demised Premises in a condition that facilitates the performance of such services. Other than as included in janitorial services, all curtains, carpets, rugs and drapes of any kind in the Demised Premises shall be cleaned and maintained by Lessee. Lessee shall not engage any person to provide cleaning or janitorial services to the Demised Premises without Lessor's written consent.

B. Lessor shall provide necessary supplies in public washrooms sufficient for normal use by lessees in City Hall.

C. Lessor may deem it desirable to provide a copier machine in City Hall for use by Lessee and other lessees for copying and printing purposes. If Lessor provides a copier machine, its use by Lessee and other lessees shall be subject to terms and conditions to be set by Lessor.

These terms and conditions will include obligations for Lessee to pay costs associated with the use of the copier machine.

6. PROPERTY INSURANCE

Lessor agrees to carry, during the Term hereof, all risk property insurance (hereinafter, "Lessor's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, sprinkler leakage and all other perils of direct physical loss or damage insuring the improvements and betterments located on the Demised Premises, including the building and all appurtenances thereto (excluding Lessee's Property) for the full replacement value thereof Lessor, upon written request by Lessee, shall promptly deliver to Lessee a certificate of Lessor's Property Insurance.

Lessor and Lessee and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard, covered or required hereunder to be covered in whole or in part by insurance on the Demised Premises required pursuant to this Section 6 or in connection with property on or activities conducted on the Demised Premises, and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof.

7. MAINTENANCE OF HVAC EQUIPMENT

The Lessor shall provide Heating, Ventilating and Air Conditioning ("HVAC") in quantities and at temperatures required to maintain conditions within a reasonable temperature range in the Demised Premises during normal business hours. Any rebalancing of the climate control system necessitated by the installation of partitions, equipment or fixtures by the Lessee after execution of this Lease or by any use of the Demised Premises not in accordance with the design standards of such system shall be performed by the Lessor at the Lessee's expense.

8. SECURITY DEPOSIT

Lessor will retain a Security Deposit in an amount equal to the Base Rent. Said Deposit shall be held by Lessor as security for the faithful performance by Lessee of all terms, covenants, and conditions of this Lease by Lessee to be kept and performed during the Term hereof. Lessee agrees that said deposit can be placed in an interest-bearing account and that Lessee shall not be entitled to any interest on said deposit. If at any time during the Term of this Lease any of the Rent herein reserved shall be overdue and unpaid, then Lessor may, at the option of Lessor (but Lessor shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue Rent or other sum.

In the event of the failure of Lessee to keep and perform any of the terms, covenants, and conditions of this Lease required to be kept and performed by Lessee, then Lessor at its option may, after terminating this Lease, appropriate and apply said entire deposit, or so much thereof as may be necessary, to compensate Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire deposit or any portion thereof be appropriated and applied by Lessor for the payment of overdue Rent or other sums due and

payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore said security to the original sum deposited. Lessee's failure to do so within five (5) days after receipt of such demand in writing shall constitute a breach of this Lease. Said deposit shall be returned in full to Lessee after Lessee has complied with all of said terms, covenants and conditions of this Lease, including payment of all Rent, herein provided for as it falls due, and all other sums payable by Lessee to Lessor hereunder.

9. UTILITIES

Lessor agrees to cause the necessary mains, conduits and other facilities to be provided to make water, sewer, gas, phone and electricity available to the Demised Premises and to make available to Lessee water, sewer, gas and electrical services prior to the Commencement Date at Lessor's expense. Lessee is responsible to obtain and pay for internet and phone services.

Lessor shall provide the following services without additional cost to the Lessee in such quantities as Lessor, from time to time determines to constitute normal use for lessees in City Hall:

1. All sewerage disposal charges.
2. Water from the mains of the public utility for drinking, lavatory, and toilet purposes drawn through fixtures installed by or with permission of Lessor.
3. Service for collection of refuse and garbage.
4. Electricity through conduits provided by Lessor.

Lessor may provide other services without additional cost to the Lessee, at Lessor's sole discretion, which services may include, but is not limited to, periodic spraying of pest control in the Common Areas and all other areas of City Hall except for the Demised Premises of Lessee's office spaces.

Lessee shall not overload the capacity of any such service. Lessee shall not bring onto the Demised Premises any installations, appliances or business machines which are likely to consume significant amounts of electricity or other utilities or which require special venting without the prior written consent of the Lessor. Lessee shall not engage any person to provide any utility service to the Demised Premises necessitating access to any part of the Property, except the Demised Premises and a reasonable means of ingress and egress thereto, or that results in the alteration of any part of the Property or fixtures therein, without the prior written consent of the Lessor, such consent being at the sole discretion of Lessor.

10. LEGAL COSTS

In the event that at any time during the Term of this Lease either Lessor or Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorneys' fees and paralegal fees and disbursements incurred therein by the successful party. Such reimbursement shall include all

legal expenses incurred prior to trial, at trial and at all levels of appeal and post judgment proceedings.

11. MECHANICS' LIENS

Lessee shall promptly pay all contractors and materialmen hired or contracted by Lessee so as to minimize the possibility of a lien attaching to the Demised Premises. Should any such lien be made or filed, Lessee shall bond against or discharge the same within thirty (30) days after written request by Lessor. Lessee further agrees that Lessee will pay and indemnify Lessor against all legal costs and charges including attorneys' fees reasonably incurred in or about the defense of any suit in discharging the said premises or any part thereof from any liens, judgments or encumbrances caused or suffered by Lessee. In the event Lessee fails to comply with the terms of this paragraph, Lessor may, at its option, terminate this Lease upon ten (10) days notice to Lessee of Lessor's election to do so.

12. LIABILITY INSURANCE

At all times during the lease term, Lessee shall maintain in full force and effect, at Lessee's own cost and expense, a policy or policies of Commercial General Liability Insurance for the protection, indemnification and defense of Lessee (with Lessor named as additional insured) against claims, demands and causes of action arising out of or in connection with the use, maintenance, operation and occupancy of the Demised Premises, which policy or policies shall have limits of not less than $500,000 per occurrence, including protection against bodily injury or damages to persons and damage or destruction of property, and placed with insurance companies reasonably satisfactory to Lessor. Said insurance shall provide that it shall not be canceled without at least ten (10) days written prior notice to Lessor and Lessee.

Evidence of such insurance shall be furnished by Lessee when Lessee takes occupancy and the Term begins. Not less than Fifteen (15) days prior to the expiration date of said policy or policies, Lessee shall furnish Lessor satisfactory evidence that such required insurance has been provided or renewed and the premiums paid.

13. INCREASE IN FIRE INSURANCE PREMIUM

Lessee agrees not to keep within or upon the premises any articles or goods which may be prohibited by the standard form of fire insurance policy. It is agreed between the parties that in the event the insurance rates applicable to fire and extended coverage insurance covering the within premises shall be increased by reason of any use of the premises made by Lessee, then Lessee shall pay to Lessor such increase in insurance as shall be occasioned by said use.

14. HOLDING OVER

Lessee has no right to remain in possession of the Demised Premises after the end of the Term. If Lessee remains in possession of the Demised Premises at the end of the Term, with the consent of Lessor but without entering into a new lease or other agreement then, notwithstanding any statutory provisions or legal presumption to the contrary, there shall be no tacit renewal of

this Lease of the Term and Lessee shall be deemed to be occupying the Demised Premises as a tenant from month to month (with either party having the right to terminate such month to month tenancy at any time on thirty (30) days' written notice, whether or not the date of termination is at the end of a rental period) at a monthly Base Rent payable in advance on the first day of each month equal to one hundred fifty percent (150%) of the monthly amount of Base Rent payable during the last month of the Term and otherwise upon the same terms, covenants and conditions as in this Lease insofar as these are applicable to a monthly tenancy and, for greater certainty, including liability for Additional Rent.

15. OPERATION AND CONTROL BY LESSOR

A. Operation of City Hall by Lessor. Lessor shall operate City Hall in accordance with all applicable laws and with standards from time to time prevailing for similar office buildings in the area in which City Hall is located, subject, however, to the limitations occasioned by the design and age of City Hall and the capacity of the structure, systems, facilities and equipment of any and all sorts of City Hall, and the provisions of this Lease.

B. Control of City Hall by Lessor. Lessor has at all times exclusive control of City Hall and its management and operation, but not so as to deny Lessee access to the Demised Premises except in an emergency. Without limiting the generality of the foregoing, at any time and from time to time, Lessor may:

i. make repairs, replacements, changes or additions to the structure, systems, facilities and equipment in City Hall (including the Demised Premises) where necessary to serve the Demised Premises or other parts of City Hall;

ii. make changes or additions to any part of City Hall not in or forming part of the Demised Premises including without limitation, dedicating or conveying portions of the property owned by Lessor, granting easements, rights-of-way, restrictive covenants or other interests in the property owned by Lessor and constructing additional improvements in or adjoining the property owned by Lessor;

iii. terminate or amend the Lessee's right of use of any of the Common Areas, change the location and size of any of the Common Areas or use parts of the Common Areas for promotional activities;

iv. retain contractors and employ all personnel, including supervisory personnel and managers, that Lessor considers necessary for the effective maintenance, repair, operation, management and control of City Hall;

v. do and perform such other acts in and to City Hall or any of its component parts as Lessor considers reasonable for the proper and efficient maintenance, repair, operation, management and control of City Hall,

provided that in the course of Lessor's exercise of its rights hereunder, Lessor shall be deemed not to have re-entered the Demised Premises nor to have breached any obligation of this Lease.

Lessor shall perform all of its work as expeditiously as is reasonably possible so as to interfere as little as is reasonably possible with Lessee's use of the Demised Premises.

16. MAINTENANCE BY LESSEE

Lessee shall:

A. Keep and maintain or cause to be maintained in good order, condition and repair the Demised Premises and every part thereof and any and all appurtenances thereto wherever located. Lessee shall reimburse Lessor upon demand for all costs and expenses incurred by Lessor for the repair of any damage to the Demised Premises caused by the negligence or willful misconduct of Lessee, their employees or agents.

B. Keep and maintain, or cause to be maintained, the Demised Premises in a clean, sanitary and safe condition and in accordance with all directions, rules and regulations of the proper officials of the governmental agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Demised Premises and all appurtenances thereto. If Lessee refuses or neglects to commence and to complete repairs promptly and adequately, Lessor may, but shall not be required to, make and complete said repairs and Lessee shall pay the cost thereof to Lessor as additional rent upon demand.

17. LESSOR'S ACCESS TO PREMISES

Lessor shall retain a copy of the key to the door(s) that provides access to the Demised Premises. In no event shall Lessee change the locks to the door(s) providing access to the Demised Premises without the express, written consent of Lessor. If Lessee changes such locks, Lessee must provide Lessor with a copy of the key to such locks within three (3) days. Upon reasonable notice, but in no event less than twenty-four (24) hours (except in the case of emergency) Lessor and its agents may access the Demised Premises during business hours for the purpose of inspecting the same and to ascertain if said premises are in good repair, to make reasonable repairs which Lessor may be required to make hereunder, and to exhibit the same to prospective purchasers or Lessees. If at such inspection Lessor should find Lessee is neglecting reasonable maintenance of the Demised Premises as herein set out, Lessor shall give Lessee thirty (30) days to correct such condition. If Lessee shall fail to correct such condition within said thirty (30) days, Lessor reserves the right to have said condition corrected and to forward the cost of such maintenance to Lessee for immediate payment to Lessor.

18. LESSEE'S OPERATIONS

Lessee agrees to operate its business in strict conformance with the regulations and requirements of Lessor's insurance carriers, local fire protection officials, health and safety officials, and all other governmental authorities. Failure of Lessee to comply with the foregoing regulations or requirements shall be considered a material breach of the terms of this Lease.

19. AUTHORIZED EMPLOYEES

Lessee acknowledges that Section 285.530, RSMo., prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Lessee therefore represents that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo., and covenants that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens, and that its employees are lawfully eligible to work in the United States. Prior to the Commencement Date, and no less than once a year thereafter during the Term of this Lease, Lessee shall provide Lessor with an affidavit confirming its compliance with Sections 285.525 to 285.550, RSMo., in substantially the form attached hereto as Exhibit A and incorporated by reference herein.

20. LESSEE'S CONDUCT OF BUSINESS

At all times during the Term of this Lease, Lessee shall keep the entire Demised Premises open for business during reasonable business hours, and Lessee will conduct its business in a reputable manner, reasonably neat, clean and well maintained.

21. ABANDONMENT

If, in the opinion of Lessor, Lessee has abandoned the Demised Premises, pursuant to Section 441.065, RSMo., Lessor may, without notice, without judicial proceeding of any kind and without terminating this Lease, enter into and repossess the Demised Premises, breaking open locked doors if necessary, and using such force as it may deem necessary to effect such entrance, and Lessor may remove all occupants and any property therein without being liable for any action or prosecution of any kind for such entry or the manner thereof, or loss of or damage to any property within or upon the Demised Premises.

22. DESTRUCTION OF PREMISES

If the Demised Premises is damaged or wholly or partially destroyed by storm, fire, lightning, earthquake or other casualty insured or which should have been insured under the coverage which Lessor is obligated to carry pursuant to Paragraph 6 hereof, Rent shall abate in such proportion as use of the Demised Premises has been destroyed, and Lessor shall restore the Demised Premises to substantially the same condition as before the damage or destruction as speedily as practicable. However, if the damage or destruction shall be so extensive that the same cannot be reasonably repaired and restored within six (6) months from the date of casualty, as determined by Lessor in its sole discretion, or if the estimated cost of restoration exceeds the insurance proceeds received as a result of such damage or destruction, then the Lessor may either restore the Demised Premises or notify the Lessee of its intent to terminate this Lease by giving written notice to Lessee within thirty (30) days from the date of such casualty.

If City Hall is damaged or partially destroyed by any of the above casualties so that fifty percent (50.0%) or more or the total floor area of City Hall is damaged or destroyed to such extent that it cannot be reasonably repaired and restored within six (6) months from the date of the casualty, as determined by Lessor in its sole discretion, then Lessor, at Lessor's option, may

terminate this Lease by giving written notice to Lessee within thirty (30) days from the date of casualty, whether or not damage or destruction affects the Demised Premises. If said notice of termination is given within this thirty (30) day period, this Lease shall terminate and Rent and all other charges shall abate as aforesaid from the date of such casualty, and Lessor shall promptly repay to Lessee any Rent paid in advance which has not been earned as of the date of such casualty. If said notice is not given and Lessor is required or elects to repair or rebuild City Hall as herein provided, then Lessee shall repair and replace Lessees Property to at least their condition prior to the damage or destruction.

23. CONDITION OF PREMISES

Lessee has examined and knows the condition of the Demised Premises and has received the same in good order and repair, and no representations as to the condition of repair or otherwise have been made by Lessor or the agent of Lessor prior to or at the execution of this Agreement that are not expressed herein.

Lessor represents and warrants that the Demised Premises are fit for use for the purposes of Office Space.

Lessee shall, at its sole cost and expense, install and maintain fire extinguishers in strict accordance with Lessor's insurance underwriter's requirements; local, state and national codes; and N.F.P.A. requirements. Any additional fire protection required by Lessee's business shall also be at Lessee's expense.

24. CLEAN PREMISES

Lessee agrees to keep said Demised Premises free from any nuisance or filth upon or adjacent thereto and not to use or permit the use of the same or any part thereof for any purpose forbidden by law or ordinance now in force or hereafter enacted in respect to use or occupancy of said Demised Premises. Lessee covenants that it will, at its own expense, take such steps as shall be reasonably necessary or required by law, to keep the Demised Premises free of roaches, rodents, insects, and other pests, and Lessor shall not be liable for any damage caused thereby. Lessee also covenants that it shall at all times keep the front and rear exterior of the premises clear and free of all trash, debris, glass, cartons, garbage or any other unsightly matter caused by reason of Lessee or Lessee's business or customers carrying forth from Lessee's premises such merchandise, goods or any other items whatsoever Lessee may be handling. Further, Lessee shall not allow, permit or suffer any noise, smoke or odor to escape from the Demised Premises in a manner which will disturb other lessees or occupants of City Hall, or occupy the Demised Premises in such a manner as to disturb the peaceful and quiet occupancy of the other lessees or occupants of City Hall, or constitute a public or private nuisance. Pinball machines, games of chance or any other such like equipment are specifically prohibited.

25. FINANCIAL STATEMENT

Lessee, at the request of Lessor, shall furnish Lessor a copy of its most recent financial statement.

26. RESERVED

27. NO RECORDING

Lessee shall not record this Lease without the prior written consent of Lessor.

28. AWNINGS AND SIGNS

Except as otherwise provided in Paragraph 35, Lessor reserves the right to prescribe the form, size, character and location of any and all signs which may be placed or painted upon any part of the Demised Premises, and Lessee agrees not to place any sign on any part of the Demised Premises or City Hall without the written consent of Lessor, or to bore or cut into any column, beam or any part of the Demised Premises without the written consent of Lessor.

29. INDEMNIFICATION

Lessee hereby indemnifies and holds Lessor harmless from and against any and all claims, demands, liabilities, and expenses, including attorneys' fees, arising from the negligence or willful misconduct of Lessee or its agents, employees or contractors in or about the Demised Premises, except to the extent caused by Lessor's negligence or willful misconduct. In the event any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee shall defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor.

30. ASSIGNMENT AND SUBLETTING

Lessee agrees not to sublet, assign, transfer, or mortgage this Lease or sublet the Demised Premises in whole or in part without the prior written consent of Lessor. In the event that at any time Lessor shall sell or transfer the Demised Premises or Lessor's interest therein, Lessor shall not be liable to Lessee for any obligations or liabilities based on or arising out of events or conditions occurring after the date of such sale or transfer.

Lessor shall have the right to transfer, assign and convey, in whole or in part, any or all of the right, title and interest to the Demised Premises. In the event of any assignment by Lessor of its interest in this Lease, Lessor shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Demised Premises or this Lease occurring after the consummation of such assignment, but only upon the conditions that, as part of such assignment. Lessor will cause the assignee to agree in writing to assume and to carry out any and all of the covenants and obligations of Lessor under this Lease occurring after the consummation of Lessor's assignment of its interest in and to this Lease. Within five (5) days after the written request of any purchaser or transferee of the Demised Premises or Lessor's interest therein, Lessee shall attorn to such purchaser or transferee.

31. DEFAULT BY LESSEE

A. The occurrence of any of the following shall constitute a material default and breach of this Lease by Lessee:

(i) Any failure by Lessee to pay Rent or make any other payment required to be made by Lessee hereunder within ten (10) days after receipt of written notice from the Lessor.

(ii) A failure by Lessee to observe and perform any other provision of this Lease to be observed or performed by the Lessee, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee, except that this thirty (30) day period shall be extended for a reasonable period of time if the alleged default is not reasonably capable of cure within said thirty (30) day period and Lessee proceeds to diligently cure the default.

(iii) The making by Lessee or any guarantor of this Lease of any general assignment for the benefit of creditors, the filing by or against Lessee or any guarantor of this Lease of a petition to have Lessee or any guarantor of this Lease adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Lessee or any guarantor of this Lease, the same is dismissed within sixty (60) days), the appointment of a trustee or receiver to take possession that is not restored to Lessee or any guarantor of this Lease within thirty (30) days, or the attachment, execution or other judicial seizure that is not discharged within thirty (30) days.

B. In the event of any such default by Lessee, then in addition to any remedy otherwise available at law or in equity (unless a specific remedy is expressly prohibited under the terms of this Lease), Lessor shall be entitled to all the following remedies:

(i) terminate this Lease by giving written notice of termination to Lessee, in which event Lessee shall immediately surrender the Demised Premises to Lessor. If Lessee fails to so surrender the Demised Premises, then Lessor may, without prejudice to any other remedy it has for possession of the Demised Premises or arrearages in Rent or other damages, re-enter and take possession of the Demised Premises and expel or remove Lessee and any other person occupying the Demised Premises or any part thereof, in accordance with applicable law; or

(ii) Lessor may re-enter and take possession of the Demised Premises without terminating the Lease in accordance with applicable law, and relet the Demised Premises and apply the Rent received to the account of Lessee. In the event Lessor so re-enters and takes possession of the Demised Premises as set forth above, Lessor agrees to use reasonable efforts to relet the Demised Premises for a commercially reasonable rate at the time of such reletting. No reletting by Lessor is considered to be for Lessor's own account unless Lessor has notified Lessee in writing that this Lease has been terminated. In addition, no such reletting to be considered an acceptance of Lessee's surrender of the Demised Premises unless Lessor so notifies Lessee in writing; or

(iii) re-enter the Demised Premises without terminating the Lease and without being liable for any damages, whether caused by the negligence of Lessor or otherwise, and do whatever Lessee is obligated to do under the Lease. Lessee shall pay to Lessor, upon demand, the reasonable expenses paid by Lessor in satisfying Lessee's obligations under the terms of this Lease. Any sums so expended by Lessor shall bear interest at the Default Rate from the date expended until the date Lessor is repaid.

C. If Lessor obtains possession of the Demised Premises as a result of the Lessee's abandonment of same or by a decree from a court of competent jurisdiction, this shall not be construed as an election to terminate this Lease unless Lessor provides Lessee with a written notice of this election.

32. DEFAULTS BY LESSOR

If Lessor should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than thirty (30) days after receipt of written notice from Lessee specifying such default, or if such default is of a nature to require more than thirty (30) days for remedy and continues beyond the time reasonably necessary to cure (and Lessor has not undertaken procedures to cure the default within such thirty (30) day period and diligently pursued such efforts to complete such cure), Lessee may, in addition to any other remedy available at law or in equity at its option, upon written notice, terminate this Lease, if such default materially and adversely affects the business operations of Lessee in the Demised Premises, or may incur any expense necessary to perform the obligation of Lessor specified in such notice and deduct such expense from the Rent or other charges next becoming due.

33. QUIET TITLE

Lessor agrees that Lessee, upon paying the Rent and performing the covenants and conditions of this Lease, may quietly have, hold and enjoy the Demised Premises during the Term hereof or any extensions hereto.

34. DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that all property owned by it in, on or about the Demised Premises shall be at the sole risk of Lessee. Lessor shall not be liable to Lessee or any other person or corporation, including its employees, claiming under or through Lessee for any damage to their person or property caused by or resulting from a peril required to be insured hereunder, or from water, rain, snow, frost, fire, storm and accidents, or by breakage, stoppage or leakage of water, gas, heating, and sewer pipes or plumbing or electrical apparatus upon, about or adjacent to said Demised Premises.

35. SUBORDINATION

Notwithstanding any provision of this Lease to the contrary, this Lease and all rights of Lessee hereunder are subject and subordinate to any mortgage or mortgages, blanket or otherwise, any ground lease, lease or lease purchase agreement that do now or may hereafter affect the real property or City Hall of which the Demised Premises form a part, and to any and

all renewals, modifications, consolidations, replacements, and extensions thereof. It is the intention of the parties that this provision be self-operative, and that no further instrument shall be required to effect such subordination of this Lease. Lessee shall, however, upon demand at any time or times execute, acknowledge and deliver to Lessor, without expense to Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights of Lessee hereunder or to confirm or evidence said subordination.

36. SURRENDER OF PREMISES

Lessee shall, upon the expiration of the Term granted herein, or any earlier termination of this Lease for any cause, surrender to Lessor the Demised Premises, including, without limitation, all building apparatus and equipment then upon the Demised Premises, and all alterations, improvements and other additions which may be made or installed by either party to, in, upon or about the Demised Premises, other than Lessee's Property which remains the property of Lessee as provided above, without any damage, injury or disturbance thereto, or payment therefor.

37. EMINENT DOMAIN

In the event the Demised Premises, or any part thereof, or if any part of the land upon which the Demised Premises is located shall be taken or condemned for public purposes by any competent authority, the entire compensation award therefore shall belong to Lessor without any deduction therefrom for any present or future estate of Lessee, except that Lessee shall have the right to pursue its claim for damages against the condemning authority in connection with any eminent domain proceeding for Lessee's Property and relocation expenses. Whether or not this Lease is terminated, nothing herein shall be deemed to affect Lessee's right to receive compensation from the condemning authority for damages to Lessee's Property. Notwithstanding anything to the contrary contained in the foregoing, in no event may Lessee make any claim against Lessor or the condemning authority for the value of any unexpired term of this Lease.

38. HAZARDOUS SUBSTANCES

The term "Hazardous Substances," as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyl's (PCB's), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Lessee shall not cause or permit to occur:

a) Any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the premises, or arising from Lessee's use or occupancy of the premises, including, but not limited to, soil and ground water conditions; or

b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance on, under, or about the premises, or the transportation to or from the premises of any Hazardous Substance, except as specifically disclosed in this Lease.

Lessee shall, at Lessee's own expense:

a) Comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

b) Make all submissions to, provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under the Laws.

Should any Authority or any third party demand that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease at or from the Demised Premises, or which arises at any time from Lessee's use or occupancy of the premises, then Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances, and Lessee shall carry out all such cleanup plans.

Lessee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Lessor. If Lessee fails to fulfill any duty imposed under this paragraph within a reasonable time, Lessor may do so, and in such case, Lessee shall cooperate with Lessor in order to prepare all documents Lessor deems necessary or appropriate to determine the applicability of the Laws to the premises and Lessee's use thereof, and for compliance therewith, and Lessee shall execute all documents promptly upon Lessor's request. No such action by Lessor and no attempt made by Lessor to mitigate damages under any Law shall constitute a waiver of any of Lessee's obligations under this paragraph.

Lessee shall indemnify, defend, and hold harmless Lessor, the manager of the property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the Term of this Lease at or from the premises, or which arises at any time from Lessee's use or occupancy of the premises, or from Lessee's failure to provide all information, make all submissions, and take all steps required by all Authorities under the Laws and all other environmental laws.

Lessee's obligations and liabilities under this paragraph shall survive the expiration of this Lease.

39. RELATIONSHIP OF THE PARTIES

It is further understood and agreed that Lessor shall in no event be construed or held to be a partner or associate of Lessee in the conduct of Lessee's business, nor shall Lessor be liable for any debts incurred by Lessee in the conduct of Lessee's business, but it is understood and agreed that the relationship between them is and at all times shall remain that of Lessor and Lessee.

40. NO CONSTRUCTIVE WAIVER

No waiver of any forfeiture, by acceptance of Rent or otherwise, shall waive any subsequent cause of forfeiture or breach of any condition of this Lease; nor shall any consent by Lessor to any assignment or subletting of said Demised Premises, or any part hereof, be held to waive or release any assignee or sublessee from any of the foregoing conditions or covenants as against him or them; but every such assignee and sublessee shall be expressly subject thereto.

41. NO GUARANTEE

The statement in this Lease of the nature of the business to be conducted by Lessee in the Demised Premises shall not be deemed or construed to constitute a representation or guarantee by Lessor that such business may be conducted in the Demised Premises, or is lawful or permissible.

42. MISSOURI LAWS

This Lease shall be governed by and construed in accordance with the laws of the State of Missouri, and all claims relating to or arising out of this Lease, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri.

43. ENTIRE AGREEMENT

This Lease contains all conditions, covenants and agreements between Lessor and Lessee relating in any manner to the rental, use and occupancy of the Demised Premises, and the other matters set forth in this Lease. No prior agreement or understanding pertaining to the same shall be valid or of any force or effect, and the conditions, covenants and agreements of this Lease cannot be altered, changed, modified, or added to except in writing signed by Lessor and Lessee. No representation, inducement, understanding or anything of any nature whatsoever, made, stated or represented on Lessor's behalf, either orally or in writing (except this Lease), has induced Lessee to enter into this Lease.

44. PARAGRAPH HEADINGS

The paragraph headings as to contents of particular paragraphs herein are inserted only for convenience, and are in no way to be construed as part of this Lease or as a limitation of the scope of the particular paragraphs to which they refer.

45. NOTICE

Notices and demands required, or permitted, to be sent to those listed hereunder shall be sent by certified mail, return receipt requested, postage prepaid, or by Federal Express or other reputable overnight courier service and shall be deemed to have been given upon the date the same is postmarked if sent by certified mail or the day deposited with Federal Express or such other reputable overnight courier service, but shall not be deemed received until one (1) business day following deposit with Federal Express or other reputable overnight courier service or three (3) days following deposit in the United States Mail if sent by certified mail to address shown below, and addressed to:

LESSOR:	LESSEE:
City of Dardenne Prairie, Missouri	Klingerman Law Firm, L.L.C.
2032 Hanley Road	2032 Hanley Road, Suite 232
Dardenne Prairie, Missouri 63368	Dardenne Prairie, Missouri 63368
Attn: Mayor	Attn: Linda K. Klingerman

or at such other address requested in writing by either party upon thirty (30) days notice to the other party.

46. RIGHTS OF SUCCESSOR

Whenever the word "Lessor" is used herein, it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of the Lessee; and the words "Lessor" and "Lessee" shall include single and plural, individual or corporation, subject always to the restrictions herein contained as to subletting or assignment of this Lease.

47. ESTOPPEL CERTIFICATES

At any time and from time to time either party, upon request of the other party, will execute, acknowledge and deliver an instrument, stating, if the same be true, that this Lease is a true and exact copy of this Lease between the parties hereto, that there are no amendments hereof (or, if not so, stating what amendments there may be), that the same is then in full force and effect and that, to the best of its knowledge, there are no offsets, defenses or counterclaims with respect to the payment of Rent reserved hereunder or in the performance of the other terms, covenants and conditions hereof on the part of Lessee or Lessor, as the case may be, to be performed (or, if not so, setting forth those offsets, defenses or counterclaims existing), and that as of such date no default has been declared hereunder by either party or if a default has been declared, such instrument shall specify same. Such instrument will be executed by the other party and delivered to the requesting party within fifteen (15) days of receipt, or else the statements made in the proposed estoppel request shall be deemed to be correct.

48. BROKERAGE

Lessee represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction other than Lessor, and Lessee agrees to indemnify and hold Lessor harmless from and against any claims by any other broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with Lessee with regard to this leasing transaction. The provisions of this Paragraph shall survive the termination of this Lease.

49. TIME OF THE ESSENCE

Time shall be of the essence in interpreting the provisions of this Lease.

50. FORCE MAJEUR

In the event that either party hereto shall be delayed or hindered in or prevented from the performance required hereunder by reason of strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God, delay by an appropriate governmental authority in granting final approval of construction plans and specifications, or other reason of like nature not the fault of the party delayed in performing work or doing acts (hereinafter, "Permitted Delay" or "Permitted Delays"), such party shall be excused for the period of time equivalent to the delay caused by such Permitted Delay. Notwithstanding the foregoing, any extension of time for a Permitted Delay shall be conditioned upon the party seeking an extension of time delivering written notice of such Permitted Delay to the other party within ten (10) days of the event causing the Permitted Delay, and the maximum period of time which Lessor may delay any act or performance of work due to a Permitted Delay shall be sixty (60) days.

51. CONSENT

Except as otherwise specifically set forth herein, wherever in this Lease Lessor or Lessee is required to give its consent or approval, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Except as otherwise provided in this Lease, if no written response to a consent or request for approval is provided within thirty (30) days from the receipt of the request, then the consent shall be presumed to have been given.

52. SEVERABILITY

Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provisions hereof and such other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first mentioned, the corporate party or parties by its or their proper officers thereto duly authorized.

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

LESSOR:

CITY OF DARDENNE PRAIRIE, MISSOURI,
a Municipal Corporation

By: _____

Name: David C. Zucker

Title: Mayor

LESSEE:
KLINGERMAN LAW FIRM, L.L.C.,
a Missouri Limited Liability Company

By:_____

Name: Linda K. Klingerman

Title: Member

Exhibit A

AFFIDAVIT of COMPLIANCE

Section 285.530.2

State of Missouri) ss

County of _____)

Now this ___day of _____ , 2 0 _ _ , the undersigned, being first duly sworn, deposes and says:

1. I am more than 18 years of age.

2. I make this affidavit from my personal knowledge of the facts stated herein or upon information and facts available to me as a duly authorized owner, partner, corporate or LLC officer or Human Relations Director of _____

(name of Corporation, LLC, sole proprietorship or partnership)

3. I am authorized to make this affidavit on behalf of _____.

(name of business entity, same as above)

4. I state and affirm that _____is enrolled and is currently participating in E-Verify, a federal work authorization program or another equivalent electronic verification of work authorization program operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986.

(name of business entity, same as above)

5. Further, _____does not knowingly employ

(name of business entity, same as above)

any person who is an unauthorized alien.

6. Further, _____ has performed an electronic
(name of business entity, same as above)
verification check as described above on all workers hired since January 1, 2009 or obtained documents required for completion of a federal I-9 form before it began participating in e-verify.

7. Attached to this affidavit is a true and accurate copy of this company's Memorandum of Understanding with the United States concerning the use of e-verify.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____

Authorized Agent, Partner, Owner or Officer

If business has a Human Relations Director or equivalent that person must sign as an affiant as well.

I certify under penalty of perjury that the statements above are complete, true and accurate to the best of my knowledge and belief.

_____

Human Relations Director

This form is promulgated pursuant to 15CSR 60-15-.020. Use of this form is not required but the Attorney General has deemed this affidavit sufficient in form to satisfy the requirements of section 285.540, RSMo., Supp. 2008.

FURTHER THE AFFIANT SAYETH NOT

_____

(Signature)

On this ____ day of _____ in the year 20 ___ , before me, _____ a Notary Public in and for said State, personally appeared _____, known to me to be the person who executed the within affidavit, and acknowledged to me that he/she executed the same for the purposes therein stated.

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

_____

Notary Public

My Commission Expires:

LEASE ADDENDUM

ADDENDUM TO THE LEASE AGREEMENT BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND KLINGERMAN LAW FIRM, L.L.C.

The following terms and conditions, including this Lease Addendum, are hereby incorporated into and become a part thereof of the LEASE AGREEMENT BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND KLINGERMAN LAW FIRM, L.L.C. dated July ____, 2016 (the "Lease"), to wit:

1. Lessee shall have the right to assign said lease to another business entity under common ownership and all terms and obligations shall become those of said successor business entity as organized under the laws of the State of Missouri and Lessor agrees fully hereto.

2. Notwithstanding any provision of the Lease to the contrary, Lessor agrees to provide a conference room area with full furnishings for the non-exclusive business use of Lessee at all times under this Lease.

3. Lessor agrees to accept the security deposit of $710.00 paid to Lessor by the immediately prior lessee of the Demised Premises as the security deposit of Lessee required pursuant to the terms of this Lease.

4. Notwithstanding any other provision of this Lease to the contrary, Lessor agrees that Lessee may terminate the Lease upon 30 days written notice to Lessor should the sole member of Lessee, and signatory of this Lease, be unable to practice law, be elected to public office, suffer death, suffer mental disability, suffer physical disability, relocate her residence from the Metropolitan St. Louis area or from St. Charles County, Missouri, or due to her retirement whether part-time or full-time from the practice of law.

5. Lessor agrees that all client files of Lessee shall remain the sole property of Lessee and shall be confidential to Lessee alone. Further, notwithstanding the provisions of Section 17 of the Lease to the contrary, Lessor shall not retain or be entitled to possession of or receive a key to the Demised Premises and Lessee shall retain the right to changes locks to said Demised Premises and shall provide Lessor with notice thereof.

6. Lessor shall provide Lessee with access to the building known as Dardenne Prairie City Hall 24 hours per day and seven days per week, including but not limited to the main lobby, elevator for her and her client use in the normal course of business for a law firm, and mailbox access.

7. Notwithstanding the provisions of Section 25 of this Lease to the contrary, Lessee shall not be required to furnish any financial statements to Lessor.

LESSOR:
CITY OF DARDENNE PRAIRIE, MISSOURI,
a Municipal Corporation

By: _____ Date: _____

Name: David C. Zucker

Title: Mayor

LESSEE:
KLINGERMAN LAW FIRM, L.L.C.,
a Missouri Limited Liability Company

By: _____ Date: _____

Name: Linda K. Klingerman

Title: Member

RESOLUTION NO. 270

A RESOLUTION OF THE BOARD OF ALDERMAN OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, REGARDING THE APPOINTMENT OF GLENN ROWLEY TO THE PLANNING AND ZONING COMMISSION

WHEREAS, Section 400.010 of the Dardenne Prairie Municipal Code provides that the Mayor, with approval of the Board of Aldermen may appoint not more than 15 nor less than 5 citizens to serve on the Planning and Zoning Commission;

WHEREAS, presently 8 citizens are appointed to the Planning and Zoning Commission;

WHEREAS, Commissioner Fine has submitted her resignation from the Commission.

WHEREAS, an application for appointment to the Planning and Zoning Commission was submitted by Mr. Glenn Rowley, an interested citizen;

WHEREAS, the interested citizen appeared before the September 7, 2016 Workshop Meeting of the Board of Alderman to be interviewed for the position of member of the Planning and Zoning Commission;

WHEREAS, pursuant to Section 400.010, the Mayor of the City of Dardenne Prairie desires to appoint Glenn Rowley to be a citizen member of the Planning and Zoning Commission with the approval of the Board of Aldermen;

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

SECTION 1. That Board of Aldermen of the City of Dardenne Prairie, Missouri, hereby gives its approval to the appointment of Glenn Rowley to serve as a citizen member of the Planning and Zoning Commission for a term of four years pursuant to Section 400.030 of the Municipal Code.

SECTION 2. That City Clerk shall administer the Oath of Office as member of the Planning and Zoning Commission of the City of Dardenne Prairie, MO to Glenn Rowley at the earliest practicable time.

SECTION 3. That the Board of Aldermen expresses the City's gratitude to the citizen who stepped forward to offer his time and energy in service to the community as applicant for the Planning and Zoning Commission.

Approved this 7th day of September, 2016.

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As Presiding Officer and as Mayor

Attest:

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City Clerk