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

BOARD OF ALDERMEN
MEETING AGENDA
NOVEMBER 16, 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

OPEN FORUM

CONSENT AGENDA
1. Board of Aldermen Minutes 11-02-16
2. Workshop Summary 11-02-16
3. Workshop Summary 11-02-16 – Special Meeting
4. Expenditures for Approval 11-16-16
5. Bryan Road CID 2017 Annual Budget
6. BaratHaven CID 2017 Annual Budget
7. Final Escrow Release - Clement Construction Co., Inc. – Peaceful Valley - $3,072.30

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

1. A rezoning of the properties outlined in the Subject Area (Towne Square Area). The properties in the Subject Area are currently zoned "UZD" Uptown Zoning District and may be rezoned to "C-2" General Commercial District.

2. A rezoning of properties along Feise Road and Hanley Road. The properties in the Subject Area are currently zoned "UZD" Uptown Zoning District and may be rezoned to "R-1" Single Family Residential District.

3. Amendments to the Dardenne Prairie Municipal Code pertaining to zoning and land use regulations.

NEW BUSINESS

1. **Bill # 16-35**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING AND DIRECTING THE MAYOR TO FURTHER NEGOTIATE, EXECUTE, ACKNOWLEDGE, DELIVER AND ADMINISTER ON BEHALF OF THE CITY A FIFTH INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES RELATED TO POLICE SERVICES

2. **Bill # 16-36**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 405.195 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING IT IN ITS ENTIRETY, AND ENACTING, IN LIEU THEREOF, A NEW SECTION 405.195; AND REGULATING USES IN THE C-3 RETAIL COMMERCIAL DISTRICT

3. **Bill # 16-37**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE ZONING ORDINANCE OF THE CITY AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE UPTOWN DISTRICT TO "C-3" RETAIL COMMERCIAL DISTRICT

4. **Bill # 16-38**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE ZONING ORDINANCE OF THE CITY AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE UPTOWN DISTRICT TO "R-1A" SINGLE-FAMILY RESIDENTIAL DISTRICT

5. **Resolution #272**
   RESOLUTION OF INTENT TO ANNEX – Parcel 1 (Gilmer Property)

6. **Resolution #273**
   RESOLUTION OF INTENT TO ANNEX – Parcel 2 (Gilmer Property)

7. **Resolution #274**
   RESOLUTION OF INTENT TO ANNEX – Parcel 12 (Poignee Property)

8. **Resolution #275**
   RESOLUTION OF INTENT TO ANNEX – Parcel 13 (Zahner Property)

9. **Resolution #276**
   RESOLUTION OF INTENT TO ANNEX – Parcel 13 (Dierberg Property)

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:15 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 Koch.

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

OPEN FORUM – The following individuals were in attendance to speak:
Bobby Norman – 2620 Tysons Court
Ed Dolan – 2619 Tysons Court

CONSENT AGENDA

1. Board of Aldermen Minutes 10-19-16
2. Workshop Summary 10-19-16
3. Expenditures for Approval 11-02-16
4. Temporary Use Permit – ICD – Temporary Retail Sales (Christmas Trees)

With no objections, the consent agenda was approved.

NEW BUSINESS

A motion was made by Alderman Gotway, Seconded by Alderman Koch to read Bill #16-32 for the first time by short title only. Motion passed.

Bill # 16-32

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI TO AUTHORIZE THE CITY TO JOIN THE MISSOURI CLEAN ENERGY DISTRICT PURSUANT TO SECTIONS §67.2800 TO §67.2835, INCLUSIVE, RSMO., THE "PROPERTY ASSESSED CLEAN ENERGY ACT," AND STATING THE TERMS UNDER WHICH THE CITY WILL CONDUCT ACTIVITIES WITHIN THE CITY AS A MEMBER OF SUCH DISTRICT.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to read Bill #16-32 for the second time by short title only. Motion passed.

A motion was made by Alderman Nay, Seconded by Alderman Santos to table Bill #16-32. Motion failed.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to put Bill #16-32 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-32 passed and designated it to be Ordinance #1819.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-33 for the first time by short title only. Motion passed unanimously.

Bill # 16-33

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BY AND BETWEEN COUNTY OF SAINT CHARLES AND THE CITY OF DARDENNE PRAIRIE FOR USE OF SAINT CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR IMPROVEMENTS TO HANLEY ROAD

A motion was made by Alderman Koch, Seconded by Alderman Klingerman to read Bill #16-33 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to put Bill #16-33 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-33 passed and designated it to be Ordinance #1820.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-34 for the first time by short title only. Motion passed unanimously.

Bill # 16-34

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI AUTHORIZING THE MAYOR TO EXECUTE AN STP-URBAN PROGRAM AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE HANLEY ROAD PROJECT STP-5613(608)

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to read Bill #16-34 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to put Bill #16-34 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-34 passed and designated it to be Ordinance #1821.

ADJOURNMENT

A motion was made by Alderman Santos, Seconded by Alderman Gotway to adjourn the meeting at 7:41 p.m. Motion passed unanimously.

Respectfully submitted,

_____

Kim Clark
City Clerk

WORKSHOP SUMMARY **NOVEMBER 2, 2016**

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

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Gotway, Nay, Santos, Koch and Klingerman. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney's David Hamilton and John Young. Staff members Alicia Gay, Jeff Amelong and Mat Dewinters were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Ordinance to join the Missouri Clean Energy District (Mayor)
2. Discussion of Police Contract 2017-2019 (Mayor)
3. Basement Repair (Easley)
4. Short Term Goals (0 – 3 year projects)
5. Long Term Goals (3 – 10 year projects)
6. Review of Board of Aldermen Meeting Agenda (11-02-16)

STAFF COMMUNICATIONS

City Engineer Luke Kehoe updated the Board on the status of the BaratHaven trail maintenance project and the overlook. He also mentioned work has begun on the street maintenance and sidewalk project recently awarded.
Mat DeWinters provided an update on the parks department programs.
Alderman Koch requested a report from Business Promotions Specialist Alicia Gay.
Mayor Zucker mentioned the repair of the dugouts, Amendment 4 and the sale of the CERT trailer and salt spreader.

With no objections, the meeting was adjourned at 7:03 p.m. Motion passed unanimously.

Respectfully submitted,

_____
Kim Clark, City Clerk

WORKSHOP SUMMARY SPECIAL MEETING **NOVEMBER 2, 2016**

The City of Dardenne Prairie special workshop session was called to order at 7:42 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Mayor Zucker, Aldermen Gotway, Nay, Santos, Koch and Klingerman. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney David Hamilton. Staff members Jeff Amelong and Alicia Gay were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2017 Budget

ADJOURNMENT

A motion was made by Alderman Gotway, Seconded by Alderman Koch to adjourn the meeting at 8:35 p.m. Motion passed unanimously.

Respectfully submitted,

_____

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
11/16/2016

1	Ameren	Street Lights to 10/31	46.21
2	Ameren	Street Lights to 11/3	105.33
3	Berry's Welding	Fence Repair at BaratHaven Park	35.00
4	County Land Maintenance	Tree Replacement in BaratHaven & Tysons Corner	1,945.00
5	Court-Missouri Department of Revenue	Crime Victims: October, 2016	653.19
6	Court-Sheriff Retirement Fund	Retirement Fund:October, 2016	270.00
7	Court-St. Charles County-Dom Violence Fund	Court Fines: October, 2016	183.26
8	Court-Treasurer; State of Missouri	POST Fees: October, 2016	91.63
9	Duckett Creek Sanitary District	City Hall Service to 9/30/16	143.35
10	GFI Digital	Copies	153.88
11	Hamilton Weber LLC	October, 2016 Legal Fees	9,401.36
12	Insurance: FCL Dental	Dental: December, 2016	340.94
13	J Co. Lawn Care	Holiday Lighting Installation	5,060.00
14	Martin Trophy	Tree Memorial Plaque	85.00
15	Office Essentials	Office & Coffee Supplies	298.03
16	Parks: C & R Sound	Sound for Tree Lighting	250.00
17	Payroll	Payroll: 11-04-16	16,217.38
18	Professional Irrigation Systems	City Hall Park, Fountain & BaratHaven Winterization	400.00
19	PWSD #2	City Hall Fountain to 10-20-16	75.38
20	PWSD #2	City Hall to 10-20-16	43.54
21	R & R Contracting Service Inc.	Porta Potties - Ballfield, Bluebird & BaratHaven	239.78
22	Ron Jackson	Uniform Reimbursement	38.54
23	Sprint	Amelong Cell Phone	67.30
24	St. Louis Post Dispatch	Bid Notice	1,095.68
25	United Printing Consulatants	Business Cards: Jackson	91.03
26	Windstream	Phone Service	648.94
			37,979.75
27	DeWitt - Jeff Roberts (3)	Annual Workers Comp Membership Fee	300.00
28	Kehoe Engineering	Reimbursable Engineering: October, 2016 (85%)	260.95
29	Kehoe Engineering	Engineering: October, 2016	12,529.51
30	MOCCFOA	Annual Mayors/City Clerk Luncheon	70.00
31	Office Essentials	Office & Coffee Supplies	395.19
32	Parks: Antonette Renshaw	Senior Event Trip Cancellation Refund	50.00
33	Parks: Joyce Purrcelli	Senior Event Trip Cancellation Refund	100.00
34	Parks: Pat Hudsman	Senior Event Trip Cancellation Refund	50.00
35	Payroll	Payroll: 11-18-16	16,217.39
36	UMB Bank, NA	Bryan Road NID Annual Admin Fee	265.00
			68,217.79

Approved by Board of Aldermen 11/16/16

Mayor David C. Zucker

DEVELOPMENT
DYNAMICS

October 31, 2016

Ms. Kim Clark
City of Dardenne Prairie, MO
2032 Hanley Road
Dardenne Prairie, MO 63366

Dear Ms. Clark,

The Bryan Road Community Improvement District hereby submits its proposed 2017 budget, setting forth revenues and expenditures for the upcoming fiscal year, is hereby submitted to the City for review and comment in accordance with provision within the CID Act.

Sincerely,

Development Dyanmics
District Administrators

Enclosure

cc: File

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

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RESOLUTION NO. 2016-01

A RESOLUTION OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2016; APPROVING THE BUDGET FOR THE YEAR ENDING DECEMBER 31, 2017 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF DARDENNE PRAIRIE, MISSOURI IN ACCORDANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Bryan Road Community Improvement District (the "District") is a community improvement district and a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act"); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, neither Bonds nor Notes have been issued by the District, rather, CID revenues are utilized to pay for ongoing maintenance expenses; and

WHEREAS, Section 67.1471 of the CID Act requires that the District submit a preliminary budget prior to the beginning of each fiscal year to the City of Dardenne Prairie, Missouri (the "City").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amending of Budget for the Fiscal Year 2016. The District budget of the for the year ending December 31, 2016, is hereby amended as set forth on **Exhibit A**, attached hereto and incorporated herein by reference. The Board of Directors authorizes the District Administrator to amend the budget revenues and expenditures to actual revenues and expenditures for the year ending December 31, 2016.

Section 2. Approval of Preliminary Budget for the Fiscal Year 2017. The budget of the District for the year ending December 31, 2017, is hereby approved as set forth on **Exhibit A,** attached hereto and incorporated herein by reference. The Board of Directors authorizes the District Administrator to amend budget revenues and expenditures to actual revenues and expenditures for the fiscal year ending December 31, 2017. The ending budget should demonstrate revenues plus fund balance exceed expenditures for the fiscal year.

Section 3. Administrator of the District to Forward Preliminary Budget to City. The District Administrator shall send a copy of the budget to the City's Board of Aldermen for its review and comment in accordance with the CID Act.

Section 4. District Officers to Execute Resolution. The Chairman of the Board of Directors of the District is hereby authorized and directed to execute this Resolution for and on behalf of and as the act and deed of the District and the Secretary of the District is hereby authorized and directed to attest to the Resolution.

Section 5. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 6. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 7. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 8. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District.

Passed this 31st day of October, 2016.

BRYAN ROAD COMMUNITY IMPROVEMENT DISTRICT

[SEAL]

_____
Chair, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

EXHIBIT A

Bryan Road
Community Improvement District

ANNUAL BUDGET FOR THE
YEAR ENDING
DECEMBER 31, 2017

CHAIR
Robert Glarner

BOARD OF DIRECTORS

David Glarner, Treasurer **Vacant, Secretary**

Scott Kolbe, Director **Jerry Scheidegger, Director**

Development Dynamics LLC
District Administrators

BUDGET MESSAGE

On November 16, 2005, the City's Board of Alderman adopted Ordinance No. 952 which established the Bryan Road Community Improvement District as a political subdivision pursuant to and in accordance with the Missouri Community Improvement District Act, Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act").

On January 26, 2006, pursuant to the CID Act, the CID adopted Resolution No. 2006-03 authorizing the District to levy a special assessment on certain real property located in the Bryan Road Community Improvement District. The District adopted Resolution No. 2006-04 that provided for the imposition of a sales and use tax of up to one percent upon approval by qualified voters of the District.

In the fiscal year ending December 31, 2015, the District received CID revenues totaling $84,337.33 in the form of CID special assessment revenue of $64,369.09, CID sales and use tax revenue of $19,793.41, and a small amount of miscellaneous revenue. The CID incurred expenses of 71,219.00 comprised of the storm sewer maintenance costs, operating expenses, along with insurance and other small expenses. The year end fund balance was 46.875.00.

During the fiscal year ending December 31, 2016, the District anticipates receiving CID revenues totaling $88,520 in the form of CID special assessment revenue of $64,370, CID sales tax revenue of $23,700, and a small amount of miscellaneous revenue. The District anticipates CID expenses to total approximately $83,640, comprised of the storm sewer maintenance costs, operating expenses, insurance and other miscellaneous expenses. The anticipated year end fund balance is expected to be approximately $52,115.

During the fiscal year ending December 31, 2017, the District anticipates receiving CID revenues totaling $88,570 in the form of CID special assessment revenue of $64,370, CID sales tax revenue of $24,000, and limited miscellaneous revenue. The District anticipates CID expenses to total approximately $83,280, comprised of the storm sewer maintenance, operating expenses, insurance and other miscellaneous expenses. The anticipated year end fund balance is expected to be approximately $57,405.

Bryan Road CID
Annual Budget
January 1, 2017 - December 31, 2017

	Jan - Dec 17
Income	
CID Local Option Use Tax	200.00
CID Sales Tax	24,000.00
CID Special Assessment	64,370.00
Total Income	88,570.00
Operational Expenses	
Administration	2,500.00
Insurance Expense	1,500.00
Legal Expenses	1,500.00
Maintenance Fee	8,500.00
Total Operational Expenses	14,000.00
DOR Reports	280.00
NID Trustee	4,000.00
Storm Sewer Maintenance	65,000.00
Total Expense	83,280.00
Net Income	**5,290.00**
Beginning Balance	$ 52,115.00
Ending Balance	$ 57,405.00

Bryan Road CID
Amended Budget for Year Ending December 31, 2016

	Amended 2016 Budget	Original 2016 Budget
Income		
CID Local Option Use Tax	180.00	120.00
CID Sales Tax	23,700.00	19,000.00
CID Special Assessment	64,370.00	64,370.00
Interest Earnings	270.00	150.00
Total Income	88,520.00	83,640.00
Operational Expenses		
Administration	2,500.00	2,500.00
Insurance	1,500.00	1,500.00
Legal	1,500.00	1,500.00
Maintenance Fee	8,500.00	8,500.00
Total Operational Expenses	14,000.00	14,000.00
DOR Reports	280.00	300.00
NID Trustee	4,000.00	4,000.00
Storm Sewer Maintenance	65,000.00	65,000.00
Total Expense	83,280.00	83,300.00
Net Income	**5,240.00**	**340.00**
Beginning Balance	$46,875.00	
Ending Balance	$52,115.00	

Bryan Road Community Improvement District
Annual Report of Financial Transactions
For the Fiscal Year January 1, 2015 to December 31, 2015

A. Beginning Balance		
American Bank, Money Market Account 55103	$ 33,756.67	
		$ 33,756.67
B. Summary of Receipts		
CID Special Assessment	$ 64,369.09	
CID Local Use Tax	$ 98.18	
CID Sales Tax	$ 19,695.23	
Interest Earnings	$ 174.83	
Total Receipts		$ 84,337.33
C. Summary of Disbursements		
NID Administration Fee, Trustee Fee	$ (2,000.00)	
District Administrative Expenses	$ (2,500.00)	
Insurance Expense	$ (1,439.00)	
Missouri Department of Revenue Reports	$ (280.00)	
Storm Sewer Maintenance	$ (65,000.00)	
Total Disbursements		$ (71,219.00)
D. Ending Balance		$ 46,875.00
E. Summary of Ending Balance by Depository		
American Bank, Money Market Account 55103	$ 46,875.00	
		$ 46,875.00

F. Statement of Indebtedness	Outstanding on 01/01/2015	Issued During 2015	Retired During 2015	Outstanding on 12/31/2015
Bonded Indebtedness	$ -	$ -	$ -	$ -

G. Statement of Assessed Valuation and Tax Rates

The Bryan Road CID imposes a Special Assessment Fee based on $.28 per square foot for Class 1 and $.05 per square foot for Class 2.

Square Footage	Class	Parcel ID No.	Lot No.	2015 Annual Assessment
61,557	1	T061800064	1	$17,235.96
42,258	1	T061800065	2	$11,832.24
53,889	1	T061800066	3	$15,088.92
50,777	1	T061800067	4	$14,217.56
95,187	2	T061800068	5	$4,759.35
37,705	2	T061800069	6	$1,885.25
341,373				$65,019.28

DEVELOPMENT
DYNAMICS

October 31, 2016

Ms. Kim Clark
City of Dardenne Prairie, MO
2032 Hanley Road
Dardenne Prairie, MO 63366

Dear Ms. Clark,

The BaratHaven Community Improvement District hereby submits its proposed 2017 budget, setting forth revenues and expenditures for the upcoming fiscal year, is hereby submitted to the City for review and comment in accordance with provision within the CID Act.

Sincerely,

Development Dyanmics
District Administrators

Enclosure

cc: File

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

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RESOLUTION NO. 16-002

A RESOLUTION OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT AMENDING THE BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2016; APPROVING THE PROPOSED BUDGET OF THE DISTRICT FOR THE FISCAL YEAR ENDING DECEMBER 31, 2017 WITH INSTRUCTIONS TO FORWARD SAME TO THE CITY OF DARDENNE PRAIRIE, MISSOURI IN ACCORDANCE WITH THE COMMUNITY IMPROVEMENT DISTRICT ACT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the BaratHaven Community Improvement District (the *"District"*) is a political subdivision of the State of Missouri organized under the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*); and

WHEREAS, Section 67.010 of the Revised Statutes of Missouri, as amended, requires each political subdivision of the State of Missouri to prepare an annual budget prior to the beginning of the ensuing fiscal year; and

WHEREAS, Section 67.030 of the Revised Statutes of Missouri, as amended, allows each political subdivision to revise, alter, increase or decrease the items contained in the budget; provided, that in no event shall the total authorized expenditures from any fund exceed the estimated revenues to be received plus any unencumbered balance or less any deficit estimated for the beginning of the budget year; and

WHEREAS, Section 67.1471 of the CID Act requires that the District shall submit the proposed annual budget prior to the beginning of each fiscal year to the Board of Aldermen of the City of Dardenne Prairie, Missouri (the *"City"*).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BARATHAVEN COMMUNITY IMPROVEMENT DISTRICT, AS FOLLOWS:

Section 1. Amendment of Budget for Fiscal Year Ending December 31, 2016. The budget of the District for the fiscal year ending December 31, 2016, is hereby amended as set forth on **Exhibit A,** attached hereto and incorporated herein by reference.

Section 2. Approval of Proposed Budget for Fiscal Year Ending December 31, 2017. The proposed budget of the District for the fiscal year ending December 31, 2017, is hereby approved as set forth on **Exhibit A,** attached hereto and incorporated herein by reference.

Section 3. District Administrator to Forward Proposed Budget to City. The District's Administrator shall send a copy of the proposed budget to the City's Board of Aldermen for its review and comment in accordance with the CID Act. If the District does not receive written comments from the City on or before the date that is the later of 60 days prior to the first day of the fiscal year or 30 days after submission to the City, the proposed budget shall become the final budget.

Section 4. Further Authority. All actions heretofore taken by the authorized representatives, agents and employees of the District in connection with the transaction contemplated by this Resolution are hereby ratified and confirmed, and the District shall, and the representatives, agents and employees of the District are hereby authorized and directed to, take such further action, and execute

and deliver such other documents and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 5. Severability. The sections, paragraphs, sentences, clauses and phrases of this Resolution shall be severable. In the event that any such section, paragraph, sentence, clause or phrase of this Resolution is found by a court of competent jurisdiction to be invalid, the remaining portions of this Resolution are valid, unless the court finds the valid portions of this Resolution are so essential to and inseparably connected with and dependent upon the void portion that it cannot be presumed that the District has enacted the valid portions without the void ones, or unless the court finds that the valid portions, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 6. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

Section 7. Effective Date. This Resolution shall take effect and be in full force upon its passage by the District's Board of Directors.

Passed this 6th day of October, 2016.

I, the undersigned, Chair of the BaratHaven Community Improvement District, hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the District at a meeting held, after proper notice, on October 6, 2016.

BaratHaven Community Improvement District
State of Missouri

[SEAL]

BARATHAVEN COMMUNITY
IMPROVEMENT DISTRICT

Chair, Board of Directors

WITNESS my hand and official seal this 6th day of October, 2016.

ATTEST:

Secretary, Board of Directors

EXHIBIT A

BARATHAVEN
COMMUNITY IMPROVEMENT DISTRICT

BUDGET FOR FISCAL YEAR 2017

AND

AMENDED BUDGET FOR FISCAL YEAR 2016

CHAIR
William Laskowsky

BOARD OF DIRECTORS

Craig Stankovich, Vice Chair

Michael Luna, Director

Tom Vonderheid, Treasurer

Dale Grove, Director

Robert Klahr, Executive Director

Laura Lashley, Assistant Secretary

Development Dynamics LLC, District Administrator

BUDGET MESSAGE
BY DISTRICT ADMINISTRATOR

The City of Dardenne Prairie, Missouri (the *"City"*), and Creek Valley, LLC (*"Creek Valley"*), and Barathaven Development, LLC (*"Barathaven"* and, together with Creek Valley, the *"Developer"*), and Barat Academy (the *"Academy"*) entered into a First Amended and Restated Annexation Agreement dated as of December 1, 2007 (as modified or amended from time to time, the *"Annexation Agreement"*), to provide for certain transportation-related improvements and other public improvements within the City. Pursuant to the Annexation Agreement, the Developer agreed to create the BaratHaven Transportation Development District (the *"TDD"*) for the purpose of financing such transportation-related improvements pursuant to the Missouri Transportation Development District Act, Sections 238.200 to 238.280 of the Revised Statutes of Missouri, as amended and agreed to create the BaratHaven Community Improvement District (the *"CID"*) for the purpose of financing such public improvements pursuant to the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the *"CID Act"*).

On January 17, 2006, a Petition for the Creation of a Community Improvement District (the *"Petition"*) was filed with the Clerk of the City pursuant to the CID Act. On February 15, 2006, the City held a public hearing regarding creation of the CID, at which public hearing notice of the contents of the Petition was given. On February 15, 2006, the City's Board of Alderman adopted Ordinance No. 992 establishing the CID as a political subdivision of the State of Missouri pursuant to the CID Act.

On February 17, 2006, pursuant to the CID Act, the CID adopted Resolution No. 06-004 authorizing the District to impose a property tax at the rate of not less than $0.8555 and not more than $1.00 per $100.00 assessed valuation on all real property within the CID boundaries (*"CID Property Tax"*). On May 2, 2006 the qualified voters of the CID approved the CID Property Tax at a mail-in election held in accordance with Section 67.1551 of the CID Act.

Pursuant to the Annexation Agreement, the Developer has undertaken the construction of the Transportation Project (as defined in the Annexation Agreement) and other public improvements described in the Petition (collectively, the Transportation Project and such other public improvements are defined as the *"Public Improvements"*) and has submitted Certificates of Reimbursable Project Costs (as defined in the Annexation Agreement) accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Developer constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Developer for such Reimbursable Project Costs related to the Transportation Project, the TDD has authorized the issuance of its not to exceed $4,215,000 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Special Revenue Notes, Series 2006 (the *"TDD Notes"*), which TDD Notes are secured by a Trust Indenture dated as of August 1, 2006 (the *"TDD Indenture"*), between the TDD and UMB Bank, N.A., as trustee.

As reimbursement of the Developer for those Reimbursable Project Costs that are not related to the Transportation Project, the CID has authorized the issuance of its not to exceed $4,215,000 (less the principal amount of the TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Taxable Special Revenue Notes, Series 2006 (the *"CID Notes"*), which CID Notes are secured by a Trust Indenture dated as of December 1, 2006 (the *"CID Indenture"*), between the CID and UMB Bank, N.A., as trustee.

Pursuant to the Annexation Agreement, the Academy has undertaken the construction of the Additional Transportation Project (as defined in the Annexation Agreement) and other public

improvements on real property owned by the Academy and/or GRG (as defined in the Annexation Agreement) and described in the Petition (collectively, the Additional Transportation Project and such other public improvements are defined as the *"Academy Public Improvements"*) and has submitted a Certificate of Reimbursable Project Costs accompanied by itemized invoices, receipts and other information to allow the CID to confirm that the amounts advanced by the Academy constitute Reimbursable Project Costs, as defined in the Annexation Agreement.

As reimbursement of the Academy for such Reimbursable Project Costs related to the Additional Transportation Project, it is anticipated that the TDD may, at the Academy's request, authorize the issuance of its Not to Exceed $1,592,942 BaratHaven Transportation Development District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the *"Subordinate TDD Notes"*), which Subordinate TDD Notes will be secured by a Trust Indenture (the *"Subordinate TDD Indenture"*), between the TDD and UMB Bank, N.A., as trustee. To date, the Academy has not requested issuance of the Subordinate TDD Notes.

As reimbursement of the Academy for those Reimbursable Project Costs that are not related to the Additional Transportation Project, the CID has authorized and may, at the Academy's request, issue of its Not to Exceed $1,592,942 (less the principal amount of the Subordinate TDD Notes) BaratHaven Community Improvement District (Dardenne Prairie, St. Charles County, Missouri) Subordinate Special Revenue Notes (the *"Subordinate CID Notes"*), which Subordinate CID Notes will be secured by a Trust Indenture (the *"Subordinate CID Indenture"*), between the CID and UMB Bank, N.A., as trustee. To date, the Academy has not requested issuance of the Subordinate CID Notes.

On May 8, 2006, the CID adopted Resolution No. 06-007, which authorized the CID to enter into an Agreement for Administrative Services with Development Dynamics, LLC (the *"Administrator"*), to provide various services to the CID in connection with the administration, collection, enforcement and operation of the CID Property Tax (as defined in the Annexation Agreement). Pursuant to the Annexation Agreement, the Administrator shall transfer all CID Revenues (as defined in the Annexation Agreement) on deposit in the CID Trust Fund (as defined in the Annexation Agreement) to provide for the payment of CID Administrative Costs (as defined in the Annexation Agreement), on-going maintenance costs and repayment of the CID Notes and, upon satisfaction in full of the CID Notes, to payment of TDD Administrative Costs (as defined in the Annexation Agreement) and repayment of the TDD Notes and, upon satisfaction in full of the TDD Notes, to payment of CID Administrative Costs and repayment of the Subordinate CID Notes and, upon satisfaction in full of the Subordinate CID Notes, to payment of TDD Administrative Costs and repayment of the Subordinate TDD Notes.

Pursuant to the Annexation Agreement, CID Administrative Costs of the District include overhead expenses of the CID for administration, supervision and inspection incurred in connection with the Public Improvements and paid initially by the Developer subject to reimbursement in accordance with the Annexation Agreement and, upon the first deposit of CID Revenues into the Operating Fund, paid by the District out of the Operating Fund, including without limitation the following: (a) reimbursement (in an amount not to exceed one and one-half percent (1½%) of the CID Revenues collected in the applicable year) of expenses incurred by the City pursuant to Section 67.1461.3 of the CID Act to establish the CID and review the CID's annual budgets and reports; (b) reimbursement of the petitioners for the costs of filing and pursuing the petition to establish the CID and all publication and incidental costs incurred therewith; (c) reimbursement of the Board of Directors for actual expenditures in the performance of authorized duties on the behalf of the CID; and (d) costs related to any authorized indebtedness of the CID, including the issuance and repayment of obligations.

To date, the CID has issued CID Notes in an aggregate principal amount of $1,641,000. In 2008, the CID also authorized the issuance of Subordinate CID Notes in an aggregate principal amount of $727,000, but such Subordinate CID Notes have not yet been issued.

During 2014, the CID had CID Property Tax revenues of $152,752 and interest income of $3. The CID had total expenditures were $144,391, consisting of interest payments of $131,836 on the CID Notes, CID Administrative Costs of $9,988, trustee fees of $2,385 and bank fees of $182. The CID did not pay any principal on the CID Notes, leaving an outstanding balance of $1,641,000 at the end of the fiscal year ended December 31, 2014.

During 2015, the CID had CID Property Tax revenues of $149,526 and interest income of $3. The CID had total expenditures were $160,688, consisting of interest payments of $148,237 on the CID Notes, CID Administrative Costs of $9,885, trustee fees of $2,385 and bank fees of $181. The CID did not pay any principal on the CID Notes, leaving an outstanding balance of $1,641,000 at the end of the fiscal year ended December 31, 2015.

During 2016, the CID anticipates CID Property Tax revenues of approximately $158,803 and interest income of approximately $3. The CID anticipates total expenditures of approximately $160,107, consisting of interest payments of approximately $148,184 on the CID Notes, CID Administrative Costs of approximately $10,000, trustee fees of approximately $1,743 and bank fees of approximately $180. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of $1,641,000 at the end of the fiscal year ending December 31, 2016.

During 2017, the CID anticipates CID Property Tax revenues of approximately $185,840 and interest income of approximately $0. The CID anticipates total expenditures of approximately $185,840, consisting of interest payments of approximately $173,275 on the CID Notes, CID Administrative Costs of approximately $10,000, trustee fees of approximately $2,385 and bank fees of approximately $180. The CID hereby pledges its net CID Revenues after payment of CID Administrative Costs, bank fees and trustee fees to repayment of the CID Notes in accordance with the CID Indenture. The CID does not anticipate paying any principal of the CID Notes, leaving an outstanding balance of $1,641,000 at the end of the fiscal year ending December 31, 2017.

BaratHaven Community Improvement District 2017
Profit & Loss Budget Overview
January through December

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Real Prop Tax Trust Fund Inc.	
CID Property Tax Revenue	185,840.00
Total Real Prop Tax Trust Fund Inc.	185,840.00
Total Income	185,840.00
Expense	
Real Prop Tax Trust Fund Exp	
Banking Fees	
Service Charge	180.00
Total Banking Fees	180.00
Total Real Prop Tax Trust Fund Exp	180.00
Trustee UMB Expense Accounts	
BH CID Dbt Svc 130733.2 Expense	
Interest Payment	173,275.00
Total BH CID Dbt Svc 130733.2 Expense	173,275.00
BH CID Operating 130733.3 Exp.	
Administration Expense	5,000.00
Audit	2,400.00
Insurance Expense - Oper Fd	1,500.00
Legal Expense	1,100.00
Total BH CID Operating 130733.3 Exp.	10,000.00
BH CID Rev Acct 130733.4 Exp	
Trustee Fees	2,385.00
Total BH CID Rev Acct 130733.4 Exp	2,385.00
Total Trustee UMB Expense Accounts	185,660.00
Total Expense	185,840.00
Net Ordinary Income	0.00
Other Income/Expense	
Other Income	
Other Financing Sources/Uses	
Transfer In	
To Debt Service From Revenue	173,275.00
To Operating From Revenue	10,000.00
To Revenue From Prop Tax Trust	185,660.00
Total Transfer In	368,935.00
Total Other Financing Sources/Uses	368,935.00
Total Other Income	368,935.00

Other Expense	
Transfer Out	
From Debt Service to Revenue	173,275.00
From Prop Tax Trust to Revenue	185,660.00
From Revenue To Operating	10,000.00
Total Transfer Out	368,935.00
Total Other Expense	368,935.00
Net Other Income	0.00
Net Income	0.00

Beginning Balance	$ 809.72
Ending Balance	$ 809.72

Fund Balance	1/1/2017	Additions	Subtractions	12/31/2017
Property Tax Trust	$ 122.12	$ 185,840.00	$ (185,840.00)	$ 122.12
Trustee Debt Service	0.50	173,275.00	(173,275.00)	0.50
Trustee Operating	686.22	10,000.00	(10,000.00)	686.22
Trustee Muni Revenue	0.88	-	-	0.88
Trustee Revenue	-	185,660.00	(185,660.00)	-
Total	$ 809.72	$ 554,775.00	$ (554,775.00)	$ 809.72

Debt Outstanding	1/1/2017	Issued	Retired	12/31/2017
Series 2006 Revenue Note R-1 (replaced by R-5, R-6, R-7, R-8)				
Series 2006 Revenue Note R-2 (replaced by R-4)				
Series 2008 Revenue Note R-3 (a subordinate obligation but not issued; approved via Reso. 08-008, Certificate of Reimbursable Costs #10)	494,000.00	-	-	494,000.00
Series 2006 Revenue Note R-4 (replaced R-2 when Vantage sold to new investor, Nov. 2010)	1,313,000.00	-	-	1,313,000.00
Series 2006 Revenue Note R-5 (replaced portion of R-1 when sold to new investors, March 2012)	148,000.00	-	-	148,000.00
Series 2006 Revenue Note R-6 (replaced portion of R-1 when sold to new investors, March 2012)	73,000.00	-	-	73,000.00
Series 2006 Revenue Note R-7 (replaced portion of R-1 when sold to new investors, March 2012)	74,000.00	-	-	74,000.00
Series 2006 Revenue Note R-8 (replaced portion of R-1 when sold to new investors, March 2012)	33,000.00	-	-	33,000.00
Total	$ 2,135,000.00	$ -	$ -	$ 2,135,000.00

BaratHaven Community Improvement District
Profit & Loss Budget vs Actual
January through December 2016

	Jan - Aug 16	Amended 2016 Budget	Original 2016 Budget
Ordinary Income/Expense			
Income			
Real Prop Tax Trust Fund Inc.			
CID Property Tax Revenue	158,803.30	158,803.30	152,000.00
Total Real Prop Tax Trust Fund Inc.	158,803.30	158,803.30	152,000.00
Trustee UMB Income Accounts			
BH CID Debt Svc 130733.2 Income			
Interest	0.36	0.50	
Total BH CID Debt Svc 130733.2 Income	0.36	0.50	
BH CID Muni Rev 130733.1 Income			
Interest	2.56	2.56	
Total BH CID Muni Rev 130733.1 Income	2.56	2.56	
BH CID Revenue 130733.4 Income			
Interest Income	0.00	0.00	
Total BH CID Revenue 130733.4 Income	0.00	0.00	
Total Trustee UMB Income Accounts	2.92	3.06	
Total Income	158,806.22	158,806.36	152,000.00
Expense			
Real Prop Tax Trust Fund Exp			
Banking Fees			
Service Charge	107.14	180.00	180.00
Total Banking Fees	107.14	180.00	180.00
Total Real Prop Tax Trust Fund Exp	107.14	180.00	180.00
Trustee UMB Expense Accounts			
BH CID Dbt Svc 130733.2 Expense			
Interest Payment	148,184.48	148,184.48	139,435.00
Total BH CID Dbt Svc 130733.2 Expense	148,184.48	148,184.48	139,435.00
BH CID Operating 130733.3 Exp.			
Administration Expense	2,500.00	5,000.00	5,000.00
Audit	2,400.00	2,400.00	2,400.00
Insurance Expense - Oper Fd	1,538.00	1,500.00	1,500.00
Legal Expense	1,100.00	1,100.00	1,100.00
Total BH CID Operating 130733.3 Exp.	7,538.00	10,000.00	10,000.00
BH CID Rev Acct 130733.4 Exp			
Trustee Fees	1,742.50	1,742.50	2,385.00
Total BH CID Rev Acct 130733.4 Exp	1,742.50	1,742.50	2,385.00
Total Trustee UMB Expense Accounts	157,464.98	159,926.98	151,820.00
Total Expense	157,572.12	160,106.98	152,000.00
Net Ordinary Income	1,234.10	-1,300.62	0.00

Other Income/Expense			
Other Income			
Other Financing Sources/Uses			
Transfer In			
To Debt Serv From Muni Rev	1.68	1.68	
To Debt Service From Revenue	148,182.50	148,182.50	139,435.00
To Operating From Revenue	10,000.00	10,000.00	10,000.00
To Rev From Muni Rev	158,602.00	158,602.00	
To Muni Rev From Prop Tax Trust	158,602.00	158,602.00	
To Revenue From Prop Tax Trust	1,323.00	1,323.00	151,820.00
Total Transfer In	476,711.18	476,711.18	301,255.00
Total Other Financing Sources/Uses	476,711.18	476,711.18	301,255.00
Total Other Income	476,711.18	476,711.18	301,255.00
Other Expense			
Transfer Out			
From Muni Rev to DS	1.68	1.68	
From Muni Rev to Revenue	158,602.00	158,602.00	
From Prop Tax Trust to Muni Revenue	158,602.00	158,602.00	
From Prop Tax Trust to Revenue	1,323.00	1,323.00	151,820.00
From Revenue To Debt Service	148,182.50	148,182.50	139,435.00
From Revenue To Operating	10,000.00	10,000.00	10,000.00
Total Transfer Out	476,711.18	476,711.18	301,255.00
Total Other Expense	476,711.18	476,711.18	301,255.00
Net Other Income	0.00	0.00	0.00
Net Income	1,234.10	-1,300.62	0.00

Beginning Balance	$ 2,110.34
Ending Balance	$ 809.72

Fund Balance	1/1/2016	Additions	Subtractions	12/31/2016
Property Tax Trust	$ 1,423.82	$ 158,803.30	$(160,105.00)	$ 122.12
Trustee Debt Service	0.30	148,184.68	(148,184.48)	0.50
Trustee Operating	686.22	10,000.00	(10,000.00)	686.22
Trustee Muni Revenue	-	158,604.56	(158,603.68)	0.88
Trustee Revenue	-	159,925.00	(159,925.00)	-
Total	$ 2,110.34	$ 635,517.54	$(636,818.16)	$ 809.72

Debt Outstanding	1/1/2016	Issued	Retired	12/31/2016
Series 2006 Revenue Note R-1 (replaced by R-5, R-6, R-7, R-8)				
Series 2006 Revenue Note R-2 (replaced by R-4)				
Series 2008 Revenue Note R-3 (a subordinate obligation but not issued; approved via Reso. 08-008, Certificate of Reimbursable Costs #10)	494,000.00	-	-	494,000.00
Series 2006 Revenue Note R-4 (replaced R-2 when Vantage sold to new investor, Nov. 2010)	1,313,000.00	-	-	1,313,000.00
Series 2006 Revenue Note R-5 (replaced portion of R-1 when sold to new investors, March 2012)	148,000.00	-	-	148,000.00
Series 2006 Revenue Note R-6 (replaced portion of R-1 when sold to new investors, March 2012)	73,000.00	-	-	73,000.00
Series 2006 Revenue Note R-7 (replaced portion of R-1 when sold to new investors, March 2012)	74,000.00	-	-	74,000.00
Series 2006 Revenue Note R-8 (replaced portion of R-1 when sold to new investors, March 2012)	33,000.00	-	-	33,000.00
Total	$ 2,135,000.00	$ -	$ -	$ 2,135,000.00

The R-1 Notes were allocated between four investors in March 15, 2012 and became Notes R-5, R-6, R-7 amd R-8. The R-2 Note ownership change occured in Nov. 2010 and became Series 2006 Reevenue Note R-4. The R-3 Notes have never been formally issued, the Certificate of Reimbursable Costs #10 was approved in the amount of $1,454,000, allocating $494,000 to the CID and the remaining $960,216.01 to the TDD (approved through Resolution 08-008). The total outstanding obligations have been $2,135,000 since 2008 and have not changed. Accrued interest is calculated and reported annually in the audited financial statements of the CID.

BaratHaven Community Improvement District

Statement of Revenues Collected and Expenditures Paid -
All Funds - Budget and Actual - Cash Basis
For the Year Ended December 31, 2015

	Budgeted Amount Original	Budgeted Amount Final	Actual	Variance - Favorable (Unfavorable)
Revenues:				
CID property tax revenues	$ 123,000	$ 148,232	$ 149,526	$ 1,294
Interest income	-	4	3	(1)
Total Revenues	$ 123,000	$ 148,236	$ 149,529	$ 1,293
Expenditures:				
Trustee fees	$ 2,385	$ 2,385	$ 2,385	$ -
Bank fees	180	180	181	(1)
Administrative expenses	5,000	5,000	5,000	-
Insurance expense	1,500	1,500	1,514	(14)
Legal and professional fees	1,100	1,100	971	129
Audit fees	2,400	2,400	2,400	-
Interest expense	110,000	148,237	148,237	-
Total Expenditures	$ 122,565	$ 160,802	$ 160,688	$ 114
Other Financing Sources (Uses)				
Transfers in	$ 110,000	$ 148,235	$ 148,235	$ -
Transfers out	(110,000)	(148,235)	(148,235)	-
Total Other Financing Sources (Uses)	$ -	$ -	$ -	$ -
Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	$ 435	$ (12,566)	$ (11,159)	$ 1,407
Fund Balances - at beginning of the year		13,269	13,269	
Fund Balances - at end of the year		$ 703	$ 2,110	

The accompanying notes to financial statements are an integral part of this statement.

AGENDA ITEM 6.F.

DARDENNE
PRAIRIE
www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer @DardennePrairie.org

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

November 10, 2016

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

Subject: Escrow Release No. 5 - Final
Peaceful Valley Lots 20, 21, 23, 24, 25, 29, 30
Dardenne Prairie Project No. 970451

Dear Mayor Zucker:

Per the request of Clement Construction Co., Inc. and our inspection of the site, we recommend a final release of the escrow established and held for the subject project in the amount of $3,072.30. The attached escrow account summary form details the total escrow amounts and the amount recommended for this release.

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

Sincerely,
KEHOE ENGINEERING COMPANY INC.

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

Attachment

cc: Kim Clark, City Clerk
Board of Aldermen
James Clement, Clement Construction Co., Inc.

DARDENNE PRAIRIE

www.DardennePrairie.org

City Engineer
Phone 636.978.6008
Fax 636.898.0923
Engineer@DardennePrairie.org

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

Escrow Account Summary

Escrow Release No.: 5-Final

970451 Peaceful Valley Subdivision

Last Updated: 11/10/2016

Clement Construction Co., Inc.

Lots 20, 21, 23, 24, 25, 29, 30

Item	Original Escrow Amount	Previously Released Amount	Recommended Reimbursed This Period	Recommended Released To Date	Outstanding Balance
Sanitary Sewers	$0.00	$0.00	$0.00	0%	$0.00
Water Mains	$350.63	$350.63	$0.00	100%	$0.00
Streets/Street Signs	$1,356.46	$1,356.46	$0.00	100%	$0.00
Storm Sewers	$938.07	$938.07	$0.00	100%	$0.00
Rough Grading	$0.00	$0.00	$0.00	0%	$0.00
Landscaping	$2,610.30	$0.00	$2,610.30	100%	$0.00
City Engineering Inspections	$2,310.00	$1,848.00	$462.00	100%	$0.00
Final Grading/Seeding/Sod	$3,850.00	$3,850.00	$0.00	100%	$0.00
Siltation Control	$5,107.20	$5,107.20	$0.00	100%	$0.00
Sidewalks	$4,916.80	$4,916.80	$0.00	100%	$0.00
Common Amenities	$1,020.73	$1,020.73	$0.00	100%	$0.00
TOTALS	$22,460.19	$19,387.89	$3,072.30	100%	$0.00

[X] This recommendation requires approval by the Board of Aldermen

[ ] This release has been approved by the Board of Aldermen

Prepared by: Luke R. Kehoe

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

BILL NO. 16-35

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING AND DIRECTING THE MAYOR TO FURTHER NEGOTIATE, EXECUTE, ACKNOWLEDGE, DELIVER AND ADMINISTER ON BEHALF OF THE CITY A FIFTH INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE FOR PATROL SERVICES AND ENFORCEMENT OF CERTAIN MUNICIPAL ORDINANCES RELATED TO POLICE SERVICES

WHEREAS, Revised Missouri Statutes Section 85.620 gives a fourth class city the power to appoint the police of the City in such manner as prescribed by ordinance; and

WHEREAS, Revised Missouri Statutes Section 79.290 provides that "The duties, powers and privileges of officers of every character in any way connected with the city government, not herein defined, shall be prescribed by ordinance;" and

WHEREAS, Revised Missouri Statutes Section 70.220 provides that "Any municipality or political subdivision of this state, as herein defined, may contract and cooperate with any other municipality or political subdivision… for a common service;" and

WHEREAS, Revised Missouri Statutes Section 70.230 provides that "Any municipality may exercise the power referred to in section 70.220 by ordinance duly enacted…;" and

WHEREAS, pursuant to Section 10.500 of the St. Charles County Charter, "Any City, Town, or Village of this County may contract with the County for service delivery by either entity on a proportional cost basis. The County is hereby prohibited from setting fees or otherwise assessing charges in contracts with Cities, Towns, or Villages within the County in excess of the actual cost of delivering such service…"; and

WHEREAS, Revised Missouri Statutes Section 57.101 provides that "A county sheriff and his deputies, when authorized by written agreement entered into by the sheriff and a city, town or village within the county and approved by the governing body of the county, shall have the same power and authority to enforce the ordinances of the city, town or village, and in the same manner, as have the police of the city, town or village;" and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie has determined that the provision of police patrol in the City is necessary for the health, safety and welfare of its residents; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie desires to enter into an agreement with St. Charles County on behalf of the St. Charles County Sheriff's Department establishing the St. Charles County Sheriff's Department as the law enforcement authority for the City of Dardenne Prairie;

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

SECTION 1. That the form, terms, and provisions of the Fifth Intergovernmental Law Enforcement Services Agreement (the "Agreement") by and between St. Charles County and the City of Dardenne Prairie, attached hereto, marked as **Exhibit "A"**, and incorporated by reference herein, establishing the St. Charles County Sheriff's Department as the law enforcement authority for the City of Dardenne Prairie, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. The City Clerk of the City of Dardenne Prairie is hereby ordered to cause three certified copies of this Ordinance to be provided to the St. Charles County Counselor's Office.

SECTION 3. The City Treasurer of the City of Dardenne Prairie is hereby ordered to make an expenditure in the amount of three hundred seventeen thousand three hundred one and 00/100 dollars ($317,301.00) as payment to the County of St. Charles pursuant to the terms of the Fifth Intergovernmental Law Enforcement Services Agreement Between St. Charles County and the City of Dardenne Prairie authorized pursuant to Section 1 of this Ordinance.

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.

SECTION 6. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

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

_____
As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this ____day of _____, 2016.

_____
Mayor

Attest: _____
City Clerk

"Exhibit A"

FIFTH INTERGOVERNMENTAL LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN ST. CHARLES COUNTY AND THE CITY OF DARDENNE PRAIRIE

This contract (hereinafter "Agreement") is by and between St. Charles County, Missouri on behalf of the St. Charles County Police Department (hereinafter "County") and the City of Dardenne Prairie, Missouri (hereinafter "Municipality") , which parties enter into this three-year Agreement establishing the St. Charles County Police Department as the law enforcement authority for the City of Dardenne Prairie. This Agreement is effective on the date of execution of the last signatory to this contract.

In consideration of the covenants, conditions, and provisions set out in this Agreement, and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the County and the Municipality reach the following agreement:

Section I: Definitions

CITY CODE: Most recently published Code of the City of Dardenne Prairie, as amended from time to time.

CITY HALL: Shall mean the building designated as the City Hall of the City of Dardenne Prairie, Missouri located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368.

CONTRACT YEAR: Shall mean either, Year One, Year Two or Year Three of the Agreement as those terms are defined in this Section.

COUNTY: The words "the County" or "this County" shall mean the County of St. Charles, Missouri.

ok Capt. [illegible] 527 10/25/16

MERIT SYSTEM: The system established in Chapter 115 of the Ordinances of St. Charles County, Missouri pursuant to the authority of Article VII of the Charter of the County of St. Charles, Missouri.

STATE: The words "the State" or "this State" shall mean the State of Missouri.

SUPPORT SERVICES: Shall mean law enforcement detectives, forensic science and laboratory services, dispatching services and special operations services, such as canine, bomb disposal and tactical response team (SWAT) services, as well as administrative services such as vehicle maintenance and repair.

YEAR ONE: Shall mean the term of January 1, 2017 to December 31, 2017.

YEAR TWO: Shall mean the term of January 1, 2018 to December 31, 2018.

YEAR THREE: Shall mean the term of January 1, 2019 to December 31, 2019.

Section II

County and Municipality have agreed that County will provide Police Officers during certain mutually agreed upon times to act in the role of Municipality's law enforcement presence within the Municipality's corporate limits, with the understanding that the Officers are subject to the chain of command and institutional policies of St. Charles County and its Police Department. This Agreement thus provides for the presence in the Municipality of certain Police Department personnel. While the Agreement currently contemplates that Municipality and County have agreed upon two personnel, namely Officers, to be present within the municipality or engaged in law enforcement work on behalf of the municipality sixteen (16) hours daily, Municipality has provided County with notice that as Municipal resources increase, Municipality may wish to increase the Police Department personnel on duty within Municipality, either in numbers or by

increasing the times when Police Department personnel are present in Municipality in the manner provided in Section V subsection D of the Agreement.

When Officers are not present within the Municipality's corporate limits, County will respond to emergency calls from the citizens of Dardenne Prairie for service originating within the corporate limits of Municipality within the priority of all calls for service for the County.

Nothing in this Agreement shall relieve Municipality of its financial obligation to the St. Charles County Department of Corrections for jail usage for municipal ordinance violations. The responsibilities and obligations of the parties are set out in further detail below.

Section III: General Terms

A. Obligations of the County:

The County agrees to perform the following services and acts:

1. The St. Charles County Police Department will provide municipal law enforcement patrol and crime response services to Municipality for one hundred twelve (112) hour s per week (usually 16 hours per day).

2. Patrol Services shall be in a St. Charles County patrol vehicle with Police Department markings, carrying the designation "City of Dardenne Prairie" on the driver and passenger front quarter panel of the vehicle, if the Municipality so requests.

3. Patrol and response services shall be delivered in the first instance by Officers assigned sixteen (16) hours each day, seven days a week, such time is projected to be split across the day (7 a.m. to 3 p .m.) and evening (3 p.m. to 11 p.m.) shift of each day, seven days per week but always as determined by the County Police Department after consultation from Municipality and subject to any increase in Police Department personnel on duty within the Municipality, either in

numbers or by increasing the times when Police Department personnel are present in the Municipality in the manner provided in Section V. subsection D of this Agreement.

4. Back-up and support of the Police Department shall be available to that Officer in the same manner as to all Officers of the Police Department, including but not limited to, Support Services.

5. While Officers are on duty and present in the Municipality, they shall operate within the Police Department's normal call response policy. This policy requires that they respond to certain calls as back-up officers, and those calls may be outside Municipality's corporate limits. If there are other Officers available and within reasonable response time, other Officers will be called first for back-up. Likewise, all Officers on duty will be available as back-up to Officers operating in Municipality.

6. As part of Support Services, the St. Charles County Police Department will provide law enforcement dispatching services, normally contracted for by municipal police departments as a separate service, such dispatching services to include:

a. Dispatching of officers to 9-1-1 calls;
b. Dispatching of officers to calls received from seven-digit dialing;
c. REGIS transactions;
d. MULES transaction s;
e. Status checks;
f. Criminal history checks;
g. Dispatching service calls (non-emergency); and
h. other dispatching services as may be required from time to time.

7. Officers will write violations of the law making reference to violations of existing Ordinances of the City of Dardenne Prairie, and if no such ordinance or State law exists, then to County ordinance, where applicable. At no time will Officers enforce private subdivision covenants. County shall provide a protocols manualfor Municipality, and likewise Municipality shall be responsible for providing to County copies of Municipal Ordinance books and sufficient

Summons books throughout the year for the assigned Officers, and such additional Officers who will provide coverage on the assigned officers' training days and days off. Officers shall be available to testify as necessary in Dardenne Prairie Municipal court.

8. The St. Charles County Police Department will provide law enforcement warrant entries and maintenance of Municipality's warrant file. So long as St. Charles County Officers are contracted for as the exclusive principal municipal patrol and response officers for the Municipality, there will be no additional cost for the items listed in Subsection III.A.6 of the Agreement.

9. As between the parties hereto, the Municipality is not responsible for defense of claims against the Police Department or County or personnel providing services under this Agreement, and insofar as either party is legally responsible for such defense, it is the County. St. Charles County will provide legal representation, defense, and indemnification of its Officers as set forth in Chapter 105 of the Ordinances of St. Charles County, Missouri, and other services provided pursuant to this Agreement. This provision shall not be understood as waiving the sovereign immunity by either party for conduct which the other party is responsible by law. This provision is not for the benefit of personnel or any other third party.

10. The Police Department shall provide all necessary training to such Officers and other officers, including hand-gun and rifle practice and qualification days, Peace Officer Standards and Training continuing educations hours required for a law enforcement officer to maintain his/her license and/or certifications required by law, and twelve (12) weeks of field training if necessary.

11. The Police Department shall have the right and duty of the day-to-day operation of the law enforcement patrol and response services and Municipality shall have no right to direct such

operations. Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Officers or other Police Department personnel directly. The County does not relinquish any of its otherwise existing control or ability to monitor, supervise, or discipline its employees by virtue of entering into this Agreement. Each officer or employee who may perform services as a result of this Agreement still must adhere to the established orders, policies and procedures of the County.

12. The County shall maintain complete and accurate records and books of account in accordance with generally accepted accounting principles, in relation to the services provided pursuant to this Agreement.

B. Obligations of the Municipality:

The Municipality shall:

1. Agree that the Mayor of Municipality or his/her designee shall be available to meet at least quarterly with the Chief of Police or his designee, or as needed.

2. Agree that the Police Department shall have the right and duty of the day-to-day operation of law enforcement patrol and response and Municipality shall have no right to direct law enforcement operations.

3. Agree that Municipality shall direct any concerns or requests to the Chief of Police or his designee and shall not provide instruction or orders to Police Department staff or Officers directly.

4. Provide copies of Municipality's ordinances and sufficient summons books throughout the year for the assigned Officers.

5. Provide a designated area at City Hall for Officers to use to complete reports, make follow-up calls, and complete other tasks ancillary to their work in Municipality.

6. As provided in Addendum to Police Services Contract attached to and incorporated in this Agreement, protect from interference any microwave paths of the St. Charles County Digital P25 Land Mobile Radio Microwave System, if those paths are within Municipality's jurisdiction.

C. All law enforcement services and Support Services shall be according to Police Department protocols, which shall be available in written form to Municipality.

Section IV: Limitations

A. This Agreement is not assignable by either party. The rights and privileges created and granted by this Agreement to provide the Law Enforcement Services are to be exercised solely by County and Municipality.

B. Municipality has no authority to bind or obligate County without prior written approval of County.

Section V: Term of the Contract and Fees

A.

1. County and Municipality enter into this Agreement for a term covering the period of January 1, 2017 through December 31, 2019. County will begin services only upon payment of the amount for 2017.

2. County and Municipality have reached agreement and understand that the Agreement calls for County to employ two (2) Officers and dedicate such personnel to Municipality. In that the Agreement thus binds the County to the hiring and retention of additional Merit System personnel, the Agreement is intended to be ongoing. Municipality therefore agrees that at all times it is, and intends to be, responsible for the cost of those personnel during the entire term of any fiscal year in which County has entered into performance. To that end, Municipality agrees that should it cancel the Agreement during any year, County shall retain the remainder of that

year's contract amount as liquidated damages for that year. If cancellation occurs on or before December 1, the contract shall be null and void for the remaining fiscal years and no amount shall be due and owing in the remaining fiscal year(s). However, if Municipality has already paid the amount due as required herein, County shall retain the remainder of that year's contract amount as liquidated damages, and if Municipality has failed to pay the amount in full by December 31st of the previous year as called for by the contract, such amount shall be deducted from any prepayment to County and Municipality shall be liable for any unpaid amount.

B. Municipality agrees to pay $317,301 per annum for continuous law enforcement services for sixteen (16) hours of patrol per day, seven days per week for Year One of the Agreement, such services requiring two (2) Officers and the acquisition of capital equipment, all as more fully set out in Exhibit A. The Municipality agrees to pay the actual cost of law enforcement services for sixteen (16) hours of patrol per day, seven days per week for Year Two and Year Three, estimated to be $325,279 per annum for Year Two and $333,498 for Year Three of the Agreement; however County and Municipality agree that this number is an estimate and Municipality will pay no more nor less than the County's actual cost. The County agrees that it will bill the annual payment by December 1 of the year preceding each contract year and that the Municipality shall pay the amount due by December 31st of the year preceding each contract year.

C. The County agrees that for so long as the County Police Department serves as the exclusive law enforcement patrol and response service for the municipality of Dardenne Prairie, County will waive the fees associated with the services described in Section III subsections A.6 and 8 of the Agreement.

D. Revision to Services and Agreement

1. Permanent Revisions to Services Provided. The parties expressly recognize and agree that special circumstances and needs may arise which may require adjustments in terms of personnel, equipment, and materials and the additional costs related thereto. The parties agree to negotiate suitable ancillary addendums to the Agreement upon the Municipality giving prior written notice to County and the Police Department on or before October 1 of the calendar year preceding the Contract Year to be amended, and upon the consent of County and the Police Department as to the proposed amended terms. The Police Department shall be the entity to provide such increased level of services if agreed upon. The costs of such service shall be determined in the same manner as the costs set forth in Exhibit A.

2. Temporary Increases to Services Provided. The parties also recognize that there may be desire from the Municipality to temporarily increase levels of service, such as for annual events. The parties agree that such temporary increases in levels of service may be negotiated by the Municipality and the County. The costs of such service shall be determined in the same manner as the costs set forth in Exhibit A. Such additional service is subject to the availability of commissioned police officers of the County. The inability of the County to provide additional police officers at a time or place requested by the Municipality shall not constitute a breach of this Agreement. Such temporary increase may be effective upon written agreement between the Municipality and the Chief of Police.

3. This Agreement, including the contents of any and all documents incorporated by reference, comprises the entire Agreement between the parties. There are no additional promises, terms, conditions, or obligations other than those contained in the Agreement herein or incorporated by reference hereunder. Any amendments, additions, supplements or deletions to

this Agreement must be in writing, with the mutual consent of the parties and signed by the parties. No action shall be taken pursuant to any such amendment, addition, supplement or deletion prior to the execution of such written instrument.

Section VI: Termination

A. This Agreement shall be in effect for a term covering the period of January 1, 2017 through December 31, 2019, unless terminated in accordance with the terms hereof. Both Municipality and County enter into the Agreement with the expectation that the Agreement will be renewed after this third three (3) year term, however nothing in this Agreement binds the parties to a longer term.

B. This Agreement may be terminated without cause by County or Municipality at any time by giving ninety (90) days prior written notice to the other party at the address shown on the signature page in Section VII, subject however , to the liquidated damages set forth in Section V.

C. In the event Municipality fails to pay the annual fee within sixty (60) days of the date of billing, Municipality shall be considered in breach and the County may terminate this Agreement for cause on ten (10) days' written notice and make demand for its liquidated damages.

D. Notwithstanding any other provision of the Agreement to the contrary, if County provides notice to Municipality that the cost of the Agreement for Year Two or Year Three are to exceed the estimated costs as provided in Section V, subsection B, of the Agreement by more or equal to three percent (3%) of the estimated cost for that respective Contract Year, Municipality may terminate the Agreement within forty-five (45) days of receipt of said notice but not later than December 15th of the calendar year next preceding the Contract Year to which the notice applies, whichever is later. County shall provide the notice of costs by November 1 of the preceding year. Should Municipality elect to terminate the Agreement pursuant to this

Section within the time provided, then no amount shall be due and owing to the County, including but not necessarily limited to any amounts or liquidated damages that would have otherwise been owed to the County pursuant to Section V, subsection A.2.

Section VII: Notices

Any notice provided for or permitted pursuant to the terms of this Agreement shall be served by delivering same to the party to receive notice either by one or more of the following methods: hand delivery, e-mail or facsimile transmission, or certified or registered United States mail, return receipt requested. All notices shall be delivered, transmitted by e-mail or fax or mailed pursuant to the following instructions:

If to County:
County Executive Steve Ehlmann
Executive Office Building
100 North Third Street, Suite 318
St. Charles, Missouri 63301
E-mail: Executive@sccmo.org

with copies to:
Chief of Police
101 Sheriff Dierker Court O'Fallon, MO 63366
E-mail: Chief@sccmo.org

and
County Counselor
Executive Office Building
100 North Third Street, Suite 216
St. Charles, Missouri 63301
E-mail: Counselor@sccmo.org

If to Municipality:
Mayor David C. Zucker
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Facsimile number: (636) 625-0077

with copy to:
Mr. John A. Young Hazelwood & Weber LLC
200 North Second Street
St. Charles, Missouri 63301
Facsimile number: (636) 947-1743

Notice served by e-mail, facsimile, or personal delivery shall be deemed delivered and received upon actual receipt which in the case of service by facsimile transmission may be proved by reference to the sender's printed facsimile transmission report, verified by affidavit of the operator, and in the case of personal delivery by the affidavit of the person or representative of the company effecting delivery. Notice of service by mail shall be deemed delivered on the second day following deposit of the notice in the United States Postal Service system as reflected on the certified or registered mail receipt.

ADDENDUM TO POLICE SERVICES CONTRACT

Microwave Path Protection. The parties to this Agreement as well as all Participating Jurisdictions in a certain Intergovernmental Agreement for the Construction, Operation, Ownership and Maintenance of the St. Charles County Digital P25 Land Mobile Radio Microwave System for Public Safety and Emergency Communications executed in or after October 2013 ("Radio Microwave Agreement") have a common interest in protecting that Radio Microwave System's microwave transmission paths from interference. To that end, each party to this Agreement shall:

A. Ensure, if and when it erects facilities of its own, that those facilities shall not interfere with microwave paths employed by the System; and

B. To the extent permitted by law and subject to it not constituting a taking under Article I, Section 26 of the Missouri Constitution or the Fifth Amendment to the Constitution of the United States of America:

1. Adopt:

a. An ordinance, order or other regulation substantially similar to Chapter 416, Ordinances of St. Charles County, Missouri ("OSCCMo"), "Noninterference with St. Charles County's Emergency Microwave Communications System," for the purpose of; and/or

b. Such other building and/or zoning regulations, procedures and/or policies pursuant to applicable law that are reasonably calculated to protect the System's microwave transmission paths from interference by tall structures; and

2. Upon receiving any application for a permit or other approval to erect a structure at least eighty (80) feet in height (unless applicable zoning regulations provide for a lower height) beneath a known microwave transmission path of the System as mapped on the County's GIS mapping system at the time of the submission of any such application, refer that application to the Emergency Communications System Manager of St. Charles County ("System Manager") for a written determination of detrimental impact or no detrimental impact upon any microwave path of the System due to the proposed structure, with the preliminary and final findings of detrimental impact or no detrimental impact by the County's System Manager following the procedures set forth in Chapter 416, OSCCMo, such Chapter 416, OSCCMO, being incorporated by reference as though fully set forth herein; provided however, for any application for permit or approval referred by the Participating Jurisdiction, should the System Manager fail to provide findings of detrimental impact or no detrimental impact within ninety (90) days of submittal of such application to the System Manager by the Participating Jurisdiction, then the Participating Jurisdiction may deem such failure as a finding of no detrimental impact; and

3. Make reasonable efforts to negotiate with a permit applicant for the mitigation of any finding of detrimental impact upon a microwave path of the System due to the applicant's proposed structure, in which negotiations:

a. The party shall secure County's access to any System Infrastructure (as defined in the above mentioned Radio Microwave Agreement) to be constructed, installed and dedicated or conveyed to County; and

b. Municipality and County by and through its System Manager shall consult and cooperate with one another to ensure mitigation of any detrimental impact identified pursuant to Section B.2 of this Addendum.

WHEREFORE, the parties hereto have executed this Agreement, with the effective date of the day and year last written below.

CITY OF DARDENNE PRAIRIE, MISSOURI

_____
David C. Zucker, Mayor

_____
Date

ATTEST:

_____
City Clerk

ST. CHARLES COUNTY, MISSOURI

_____
Steve Ehlmann, County Executive

_____
Date

RECOMMENDED BY:

_____
Colonel David Todd, Chief of Police

_____
Date

ATTEST:

_____
Ruth Miller, County Registrar

DARDENNE PRAIRIE CONTRACT
EXHIBIT A

		begin new contract					
		2017		**2018**		**2019**	
			Gr 209		**Gr 209**		**Gr 209**
Account Number	**Account Description**	**Annual Adjustment**	**2 Officers**	**Annual Adjustment**	**2 Officers**	**Annual Adjustment**	**2 Officers**
001-8200-421-41210	PERMANENT-FULLTIME	59,017	118,034	60,787	121,575	62,611	125,222
001-8020-421-42110	HEALTH INSURANCE	10,166	20,332	10,471	20,942	10,785	21,570
001-8200-421-42120	DENTAL INSURANCE	770	1,541	794	1,587	817	1,635
001-8200-421-42130	LIFE INSURANCE	84	168	84	168	84	168
001-8200-421-42140	DISABILITY	183	367	189	378	195	389
001-8200-421-42200	SOCIAL SECURITY CONTRIBUTIONS	3,678	7,356	3,788	7,577	3,902	7,804
001-8200-421-42300	RETIREMENT CONTRIBUTIONS	6,787	13,574	6,991	13,981	7,200	14,401
001-8200-421-42910	EMPLOYEE ASSISTANCE PROGRAM	21	42	21	42	21	42
001-8200-421-42330	DEFERRED COMPENSATION	1,771	3,541	1,824	3,647	1,878	3,757
001-8100-421-44360	EQUIPMENT REPAIRS	442	884	464	928	487	975
001-8100-421-44400	VEHICLE REPAIRS & MAINT (ISF)	1,700	3,400	1,700	3,400	1,700	3,400
001-8100-421-44530	VEHICLE RENTAL (ISF)	8,750	17,500	8,750	17,500	8,750	17,500
001-8100-421-46210	GASOLINE & DIESEL FUEL	4,167	8,333	4,167	8,333	4,167	8,333
001-8100-421-46520	COMMUNICATIONS	890	1,780	890	1,780	890	1,780
001-8100-421-46571	UNIFORM ALLOWANCE-COMM. OFF.	630	1,260	630	1,260	630	1,260
001-8200-421-46190	MISCELLANEOUS SUPPLIES	100	200	100	200	100	200
001-8200-421-46580	PATROL/TRAFFIC	-	-	-	-	-	-
	TOTAL (does not include equipment)	99,156	198,313	101,650	203,299	104,218	208,436
	Hourly rate -	27.17	54.33	27.85	55.70	28.55	57.11
	contract of 16 hours/day (16/day x 365 = 5,840/year)	158,650	317,301	162,640	325,279	166,749	333,498
EQUIPMENT TO BE ADDED ON:							
001-8200-421-47450	LAW ENFORCEMENT EQUIPMENT	6,600	13,200	-	-	900	1,800
	Contract Total		330,501		325,279		335,298

BILL NO. 16-36

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 405.195 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING IT IN ITS ENTIRETY, AND ENACTING, IN LIEU THEREOF, A NEW SECTION 405.195; AND REGULATING USES IN THE C-3 RETAIL COMMERCIAL DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Dardenne Prairie, Missouri, did consider and recommend revisions to Section 405.195 of the Municipal Code; and

WHEREAS, after publishing notice, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed revisions; and

WHEREAS, at such Public Hearings all persons-in-interest and other citizens were given an opportunity to be heard; and

WHEREAS, the Board of Aldermen desires to revise Section 405.195 of the Municipal Code;

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

SECTION 1. That Section 405.195 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting it in its entirety, and enacting, in lieu thereof, a new Section 405.195, to read as follows:

SECTION 405.195: "C-3" RETAIL COMMERCIAL DISTRICT

A. *Purpose.* This district is composed of those areas of the City where the principal use is and ought to be concentrated retail business activities that serve the entire City and the surrounding region. Due to size and scale of such commercial developments, development under this Section will be expected to closely follow the City's Comprehensive Plan to insure a well-designed, attractive and integrated development. To these ends, certain uses which would function more effectively in other districts and would interfere with the operation of these business activities and the purpose of this district have been excluded.

B. *Permitted Uses.*

1. Antique stores

2. Appliances (including parts and equipment) – retail

3. Artist galleries

4. Bicycles (including parts and equipment) – retail and rental

5. Books, magazines, newspapers and similar printed materials – retail

6. Camera and photographic equipment and supplies – retail

7. Carpet and floor covering stores

8. China, glassware, and metalware – retail

9. Clothing and apparel – retail

10. Convenience stores (without fuel sales)

11. Curtains, drapery, and upholstery – retail

12. Delicatessen without drive-thru windows

13. Department and home improvement stores

14. Discount and variety stores

15. Drug stores and pharmacies

16. Electronic apparatus and components – retail

17. Electronic entertainment and communication products (including parts and equipment) – retail

18. Florists

19. Furniture and home/office furnishings – retail

20. General stores and retail trade not elsewhere listed

21. Gift, novelty, and souvenir stores

22. Grocery stores and supermarkets

23. Hardware stores

24. Hobby stores

25. Ice cream and frozen desserts – retail

26. Jewelry, watches, and clocks (including repair) – retail

27. Musical instruments (including parts and supplies) – retail

28. Religious places of worship (churches, synagogue, temple, mosque, etc.)

29. Restaurants, coffee shops, bakeries and similar dining establishments without drive-thru windows, including a restaurant bar, as that term is defined in Section 600.010 of this Code.

30. Sporting goods stores

31. Theaters, motion picture (indoor)

32. Theaters, performing arts (indoor)

33. Toy stores

C. *Conditional Uses.*

1. Accessory dwelling units, provided that no more than one accessory dwelling unit shall be permitted per lot.

2. Alcoholic beverages (liquor, beer and wine) – retail

3. Automobile and other motor vehicles– fuel sales (without repair services)

4. Automobile and other motor vehicles – drive-through oil change facilities

5. Automobile and other motor vehicles, parts and equipment sales – retail

6. Automobiles and other passenger vehicles – rental services

7. Banquet hall and party centers

8. Bowling alleys

9. Commercial recreation not elsewhere listed, provided all buildings are two hundred (200) feet from a "R" District

10. Banks, savings and loans, and credit unions with drive through facilities (does not include check cashing, payday loans and similar facilities)

11. Bars, pubs, nightclubs and taverns

12. Car washes (excluding semi-trailer trucks)

13. Convenience stores (with fuel sales)

14. Drive-thru facilities (restaurants, pharmacy, grocery, etc.)

15. Electronic entertainment and communication products – repair

16. Farmers markets

17. Farms (roadside stands) – retail

18. Garden centers, greenhouses (commercial) and nurseries – retail only

19. Gun shops and gunsmiths

20. Hotels, motels, extended stay hotels

21. Health and fitness clubs

22. Microbreweries within restaurants and do-it-yourself beer and wine making stores

23. Outdoor storage or display in connection with, and accessory to, a permitted retail use on the site. Material, product, inventory, goods and/or equipment not displayed for sale or lease on the site may be permitted in the side and/or rear yard provided items are screened or enclosed by a masonry wall, sight-proof fence or equivalent landscape hedge not less than six (6) feet in height. Outdoor display of merchandise and goods for lease or sale at retail may be approved without screening subject to any conditions of the conditional use permit

24. Pet stores

25. Pool and billiard halls

26. Secondhand merchandise (including consignment, but not including pawnshops) – retail

27. Wholesale establishment or warehouse in a completely enclosed building

28. Wireless support structures and wireless facilities

29. Accessory uses customarily incident to any conditional uses in this Section

D. *Planned Unit Developments.* Notwithstanding any other provision of this Code to the contrary, uses permitted on any property within the C-3 Retail Commercial District with a Planned Unit Development designation pursuant to Article IV of Chapter 405 of this Code shall

be limited to those uses expressly authorized in the ordinance passed by the Board of Aldermen approving the Area Plan, and any use not expressly permitted in the ordinance approving the Area Plan shall be prohibited. For any property within the C-3 Retail Commercial District with such a Planned Unit Development designation, the Board of Aldermen is authorized to permit or permit with conditions any uses described in subsections B and C of this Section, subsections B and C of Section 415.180, and subsections B and C of Section 415.190 of this Code.

E. Regulations And Performance Standards.

1. Lot width: The minimum lot width for a structure shall be one hundred fifty (150) feet at the building line; *provided, however*, that the Board of Aldermen may approve a lesser minimum lot width as part of the approval of an Area Plan pursuant to Article IV of Chapter 405 of this Code.

2. Lot depth: none.

3. Lot coverage: none.

4. Yard requirements.

   a. Front yard: not less than twenty-five (25) feet, excluding all signs, pump islands and canopies of gasoline service stations.

   b. Side yard: not less than ten (10) feet. A side yard of not less than twenty-five (25) feet shall be provided on the street side of a corner lot.

   c. Rear yard: not less than fifteen (15) feet.

   d. Notwithstanding the foregoing, the Board of Aldermen may approve lesser yard requirements as part of the approval of an Area Plan pursuant to Article IV of Chapter 405 of this Code.

5. Height requirements. No building or structure shall exceed the building height of forty-five (45) feet unless the Planning and Zoning Commission and the Board of Aldermen make a determination that a building height in excess of forty-five (45) feet would be warranted based upon a finding that such a use of property would meet the requirements for a conditional use under Sections 405.455 and 405.475 of this Code.

6. Off-street parking. Two (2) off-street parking spaces shall be provided for each accessory dwelling unit, and all other off-street parking shall be provided in compliance with the requirements of Article XI for parking requirements; *provided, however*, that the Board of Aldermen may provide specific off-street parking requirements as part of the approval of an Area Plan pursuant to Article IV of Chapter 405 of this Code.

7. Landscape requirements. See Article IX.

8. Site plan review. See Article XIII.

9. Performance standards. See Article XII.

10. Signs. See Article X.

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

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

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

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

_____
As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this ____day of _____, 2016.

_____
Mayor

Attest: _____
City Clerk

BILL NO. 16-37

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE ZONING ORDINANCE OF THE CITY AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE UPTOWN DISTRICT TO "C-3" RETAIL COMMERCIAL DISTRICT

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, did refer to the City's Planning and Zoning Commission a proposed zoning amendment for certain real property more particularly described on **Exhibit A**, attached hereto and incorporated by reference herein (the "Property"), from the Uptown District to "C-3" Retail Commercial District; and

WHEREAS, the Planning and Zoning Commission of the City did consider the proposed zoning amendment and recommended approval of the zoning amendment from the Uptown District to "C-3" Retail Commercial District, to the Board of Aldermen based directly upon the particular evidence presented to the Planning and Zoning Commission; and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed zoning amendment; and

WHEREAS, at these Public Hearings interested persons and residents were given an opportunity to be heard on the proposed zoning amendment;

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

SECTION 1. That after proper notice in accordance with the ordinances of this City and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of certain real property described more particularly on **Exhibit A**, attached hereto and incorporated by reference herein, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, and approval is hereby granted to rezone such real property from the Uptown District to "C-3" Retail Commercial District.

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

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

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

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

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

_____
As Presiding Officer and as Mayor

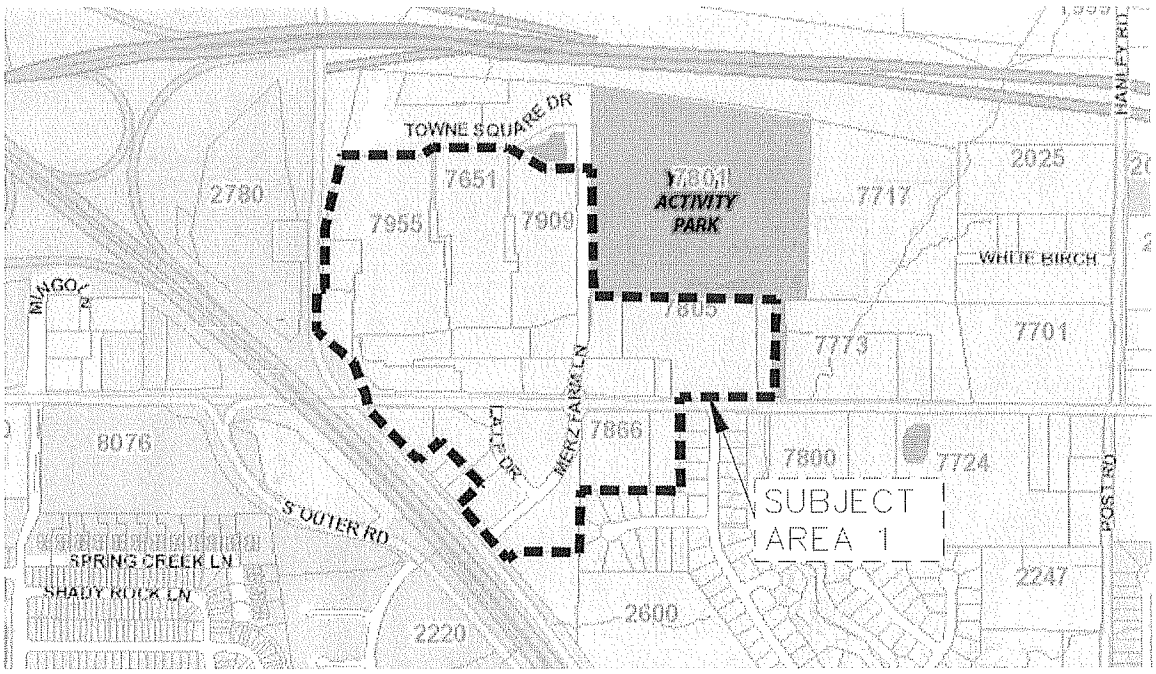
Attest: _____
City Clerk

Approved this ____day of _____, 2016.

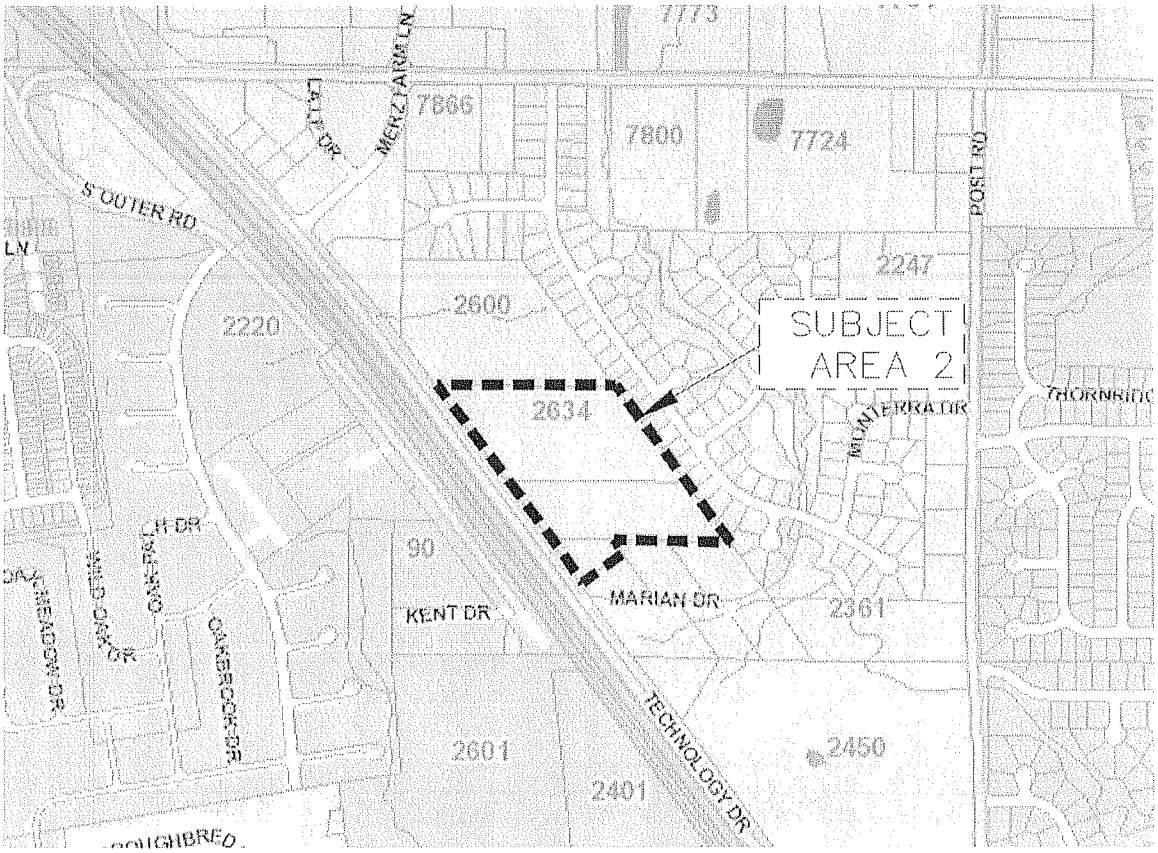
_____
Mayor

Attest: _____
City Clerk

EXHIBIT A



Map for Subject Area 1



Map for Subject Area 2

TWO AREAS OF LAND BEING SITUATED IN FRACTIONAL SECTION 2 AND SECTION 11 IN TOWNSHIP 46 NORTH, RANGE 2 EAST, IN ST. CHARLES COUNTY, MISSOURI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SUBJECT AREA 1

BEGINNING AT THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY THE CAROL A. LUMLEY FAMILY TRUST AS RECORDED IN DEED BOOK 6392, PAGE 2445 OF THE SAINT CHARLES COUNTY, MO RECORDS WITH THE EAST LINE OF U.S. HIGHWAY 40-61; THENCE NORTHEASTWARDLY ALONG THE SOUTH LINE OF SAID LUMLEY PROPERTY TO THE SOUTHEASTERN CORNER THEREOF; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE SOUTH LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY ALBERT AND ROSEMARY EDER AS RECORDED IN DEED BOOK 394, PAGE 269; THENCE EASTWARDLY ALONG THE SOUTH LINE OF SAID EDER PROPERTY TO THE SOUTHEASTERN CORNER THEREOF; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID PROPERTY TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY THE JOHN S. WILLIAMS AND SYLVIA A. WILLIAMS REVOCABLE TRUST AS RECORDED IN DEED BOOK 6544, PAGE 1206; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID PROPERTY TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY THE LEONARD KOHLER FAMILY TRUST AS RECORDED IN DEED BOOK 1577, PAGE 927; THENCE WESTWARD ALONG THE NORTH LINE OF SAID JOHN S. WILLIAMS AND SYLVIA A. WILLIAMS REVOCABLE TRUST PROPERTY TO THE EAST LINE OF U.S. HIGHWAY 40-61; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO ITS INTERSECTION WITH THE NORTH LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY ALBERT AND ROSEMARY EDER AS RECORDED IN DEED BOOK 394, PAGE 269; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO ITS INTERSECTION WITH THE NORTH LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY THE CAROL A. LUMLEY FAMILY TRUST AS RECORDED IN DEED BOOK 6392, PAGE 2445; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO ITS INTERSECTION WITH THE SOUTH LINE OF SAID LUMLEY PROPERTY AND THE POINT OF BEGINNING.

SUBJECT AREA 2

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED ST LOUIS INVESTMENT PROPERTIES INC., KNOWN AS PARCEL ID: 4-0036-4317-00-0008.0000000; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE SOUTH LINE OF THE PROPERTY ALSO NOW OR FORMERLY OWNED BY ST LOUIS INVESTMENT PROPERTIES INC. AS RECORDED IN DEED BOOK 3734, PAGE 425; THENCE EASTWARDLY ALONG SAID SOUTH LINE TO THE SOUTHEASTERN CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE PROPERTY ALSO NOW OR FORMERLY OWNED BY ST LOUIS INVESTMENT PROPERTIES INC. AS RECORDED IN DEED BOOK 5543, PAGE 2324; THENCE EASTWARDLY ALONG SAID SOUTH LINE TO THE SOUTHEASTERN CORNER THEREOF; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE SOUTH LINE OF MISSOURI STATE HIGHWAY "N"; THENCE NORTHWARDLY FOLLOWING A PROJECTION OF THE EAST LINE OF SAID PROPERTY TO THE INTERSECTION OF ITS PROLONGATION WITH THE NORTH LINE OF SAID HWY N; THENCE EASTWARDLY ALONG THE NORTH LINE OF SAID HWY N TO ITS INTERSECTION WITH THE EAST LINE OF COMMON GROUND "B" OF DARDENNE TOWN SQUARE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 42, PAGE 305; THENCE NORTHWARDLY ALONG THE EASTERN LINE OF SAID COMMON GROUND "B" TO THE NORTHEAST CORNER THEREOF AND ITS INTERSECTION WITH THE PROPERTY NOW OR FORMERLY OF SAINT CHARLES COUNTY, MISSOURI AS RECORDED IN DEED BOOK 2622, PAGE 98; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID ST. CHARLES COUNTY PROPERTY TO THE EASTERN LINE OF THE RE-SUBDIVISION OF DARDENNE TOWN SQUARE AS RECORDED IN PLAT BOOK 43, PAGE 77; THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID RE-SUBDIVISION TO THE NORTHEASTERN CORNER OF ADJUSTED LOT "B" AND THE NORTHEASTERN CORNER OF SAID RE-SUBDIVISION; THENCE WESTWARD ALONG THE NORTHERN LINE OF ADJUSTED LOT "B" AND THE NORTHERN LINE OF SAID RE-SUBDIVISION TO THE NORTHWEST CORNER OF ADJUSTED LOT "A" AND THE NORTHWEST CORNER OF SAID RE-SUBDIVISION; THENCE SOUTHWARDLY ALONG THE WESTERN LINE OF SAID ADJUSTED LOT "A' TO THE TO THE NORTHWESTERN CORNER OF LOT 11 OF DARDENNE SQUARE, SAID POINT ALSO BEING THE SOUTHWESTERN CORNER OF ADJUSTED LOT "A"; THENCE SOUTHWARDLY ALONG THE WESTERN LINE OF DARDENNE SQUARE AND SAID LOT 11 TO ITS INTERSECTION WITH THE NORTHERN LINE OF PROPERTY NOW OR FORMERLY OWNED BY COMMERCE BANK AS RECORDED IN DEED BOOK 5766, PAGE 1303; THENCE WESTWARD ALONG THE NORTHERN LINE OF SAID PROPERTY TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH ALONG THE WESTERN LINE OF SAID PROPERTY TO THE SOUTHWEST CORNER THEREOF; THENCE SOUTHEASTWARDLY ALONG THE SOUTH LINE OF SAID PROPERTY AND

CONTINUING ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO THE SOUTHWEST CORNER OF COMMON GROUND "A" OF DARDENNE SQUARE; THENCE SOUTH O DEGREE O MINUTES O SECONDS EAST TO A POINT ON THE NORTHERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY MIDWEST PETROLEUM CO AS RECORDED IN DEED BOOK 4098, PAGE 561; THENCE WESTWARD ALONG THE NORTH LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE EAST LINE OF U.S. HIGHWAY 40-61; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO ITS INTERSECTION WITH THE SOUTHEASTERN LINE OF SAID MIDWEST PETROLEUM PROPERTY; THENCE NORTHEASTWARDLY ALONG THE SOUTHEASTERN LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE SOUTHWEST LINE OF SAID DARDENNE CREEK FARMS INC. PROPERTY RECORDED IN DEED BOOK 5911, PAGE 0801; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWEST LINE OF SAID PROPERTY TO THE MOST SOUTHERN CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY DARDENNE CREEK FARMS INC. AS RECORDED IN DEED BOOK 2224, PAGE 568; THENCE SOUTHEASTWARDLY ALONG THE SOUTHWESTERN LINE THEREOF TO ITS INTERSECTION WITH THE NORTHWESTERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY ST LOUIS INVESTMENT PROPERTIES INC. AS RECORDED IN DEED BOOK 4508, PAGE 1844; THENCE SOUTHWESTWARDLY ALONG THE NORTHEASTERN LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE EAST LINE OF U.S. HIGHWAY 40-61; THENCE SOUTHEASTWARDLY ALONG THE EAST LINE OF U.S. HIGHWAY 40-61 TO ITS INTERSECTION WITH THE NORTHWEST LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY ST LOUIS INVESTMENT PROPERTIES INC., KNOWN AS PARCEL ID: 4-0036-4317-00-0008.0000000; THENCE NORTHEASTERLY AND EASTERLY ALONG THE SOUTH LINE OF SAID PROPERTY TO THE SOUTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

BILL NO. 16-38

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING THE ZONING ORDINANCE OF THE CITY AND PROVIDING FOR THE REZONING OF CERTAIN PROPERTY WITHIN THE UPTOWN DISTRICT TO "R-1A" SINGLE-FAMILY RESIDENTIAL DISTRICT

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, did refer to the City's Planning and Zoning Commission a proposed zoning amendment for certain real property more particularly described on **Exhibit A**, attached hereto and incorporated by reference herein (the "Property"), from the Uptown District to "R-1A" Single-Family Residential District; and

WHEREAS, the Planning and Zoning Commission of the City did consider the proposed zoning amendment and recommended approval of the zoning amendment from the Uptown District to "R-1A" Single-Family Residential District, to the Board of Aldermen based directly upon the particular evidence presented to the Planning and Zoning Commission; and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission did hold Public Hearings on the proposed zoning amendment; and

WHEREAS, at these Public Hearings interested persons and residents were given an opportunity to be heard on the proposed zoning amendment;

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

SECTION 1. That after proper notice in accordance with the ordinances of this City and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of certain real property described more particularly on **Exhibit A**, attached hereto and incorporated by reference herein, first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, and approval is hereby granted to rezone such real property from the Uptown District to "R-1A" Single-Family Residential District.

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

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

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

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

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

_____
As Presiding Officer and as Mayor

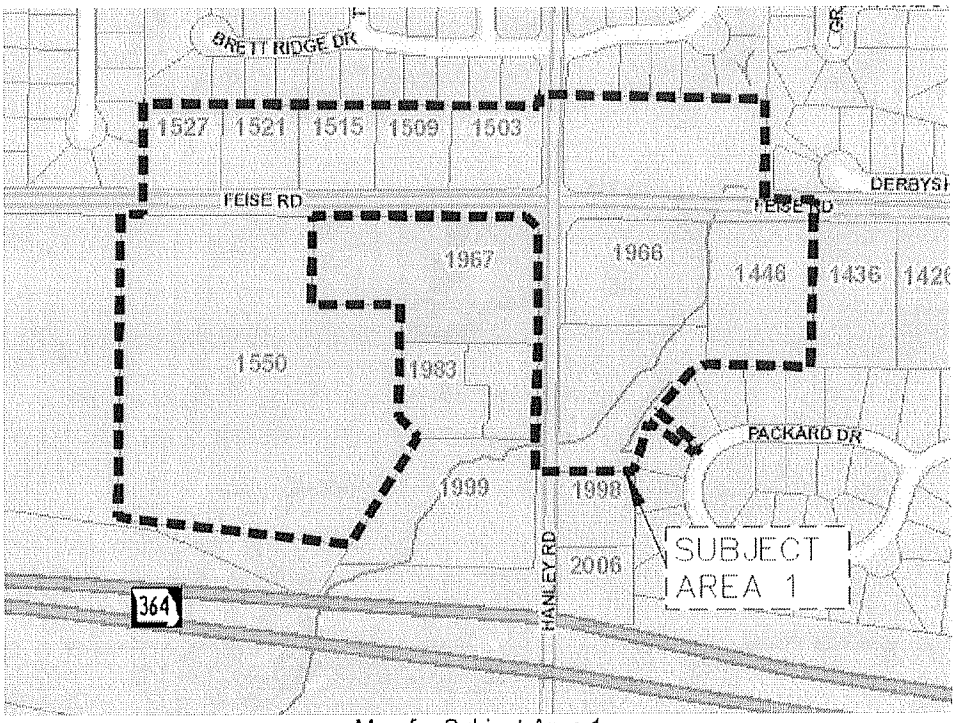
Attest: _____
City Clerk

Approved this ____day of _____, 2016.

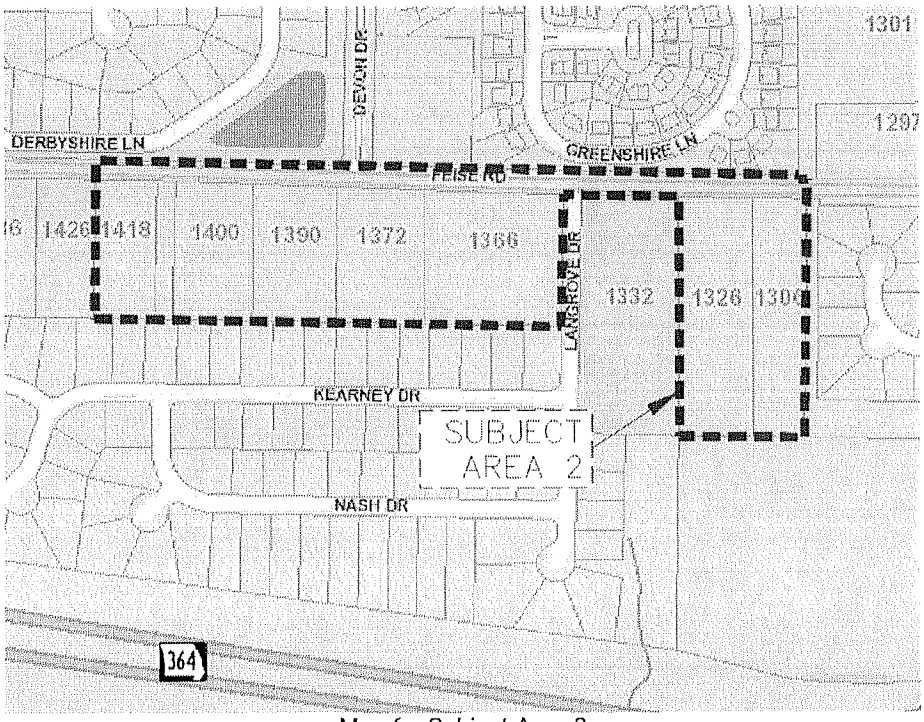
_____
Mayor

Attest: _____
City Clerk

EXHIBIT A



Map for Subject Area 1



Map for Subject Area 2

SUBJECT AREA 1

A TRACT OF LAND BEING PART OF U.S. SURVEY 287, PART OF FRACTIONAL SECTION 2, AND PART OF SECTION 1 IN TOWNSHIP 46 NORTH, RANGE 2 EAST, SITUATED IN ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY CM2001, LLC AS RECORDED IN DEED BOOK 4863, PAGE 1050 OF THE SAINT CHARLES COUNTY, MO RECORDS, SAID CORNER ALSO BEING A POINT ON THE NORTHERN RIGHT-OF-WAY LINE OF FEISE ROAD; THENCE EASTWARDLY ALONG THE NORTHERN LINE OF FEISE ROAD TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF THE EASTERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY AKN INVESTMENTS, LLC AS RECORDED IN DEED BOOK 4008, PAGE 2286 AND THE NORTHERN RIGHT-OF-WAY LINE OF FEISE ROAD; THENCE SOUTHWARDLY ALONG THE PROLONGATION OF THE EAST LINE OF SAID PROPERTY TO THE SOUTHEAST CORNER THEREOF, SAID CORNER ALSO BEING A POINT ON THE NORTHERN LINE OF LOT 113 OF DARDENNE MEADOWS PLAT TWO, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 35, PAGE 223 OF THE SAINT CHARLES COUNTY, MO RECORDS; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID AKN INVESTMENTS LLC PROPERTY AND THE NORTHERN LINE OF DARDENNE MEADOWS PLAT TWO TO THE SOUTHWEST CORNER OF SAID AKN INVESTMENTS LLC PROPERTY, SAID POINT ALSO BEING THE NORTHERN ANGLE POINT OF LOT 115 OF DARDENNE MEADOWS PLAT TWO; THENCE WESTWARD ALONG THE NORTHERN LINE OF LOT 115 TO THE NORTHWEST CORNER THEREOF AND THE NORTHEAST CORNER OF LOT 116, THENCE WESTWARD ALONG THE NORTHERN LINE OF LOT 116 TO THE NORTHWEST CORNER THEREOF; THENCE SOUTHEASTWARDLY ALONG THE WEST LINE OF LOT 116 TO THE SOUTHWEST CORNER THEREOF AND A POINT ON THE WESTERN RIGHT-OF-WAY LINE OF PACKARD DRIVE; THENCE SOUTHWARDLY ALONG THE WEST LINE OF PACKARD DRIVE TO THE NORTHEAST CORNER OF LOT 117; THENCE NORTHWESTWARD ALONG THE NORTHEASTERN LINE OF LOT 117 TO THE NORTHERN CORNER THEREOF; THENCE SOUTHWARDLY ALONG THE WESTERN LINE OF LOT 117 TO THE SOUTHWESTERN CORNER THEREOF AND THE NORTHWESTERN CORNER OF LOT 118, THENCE SOUTH ALONG THE WESTERN LINE OF LOT 118 A DISTANCE OF 11.56' TO A POINT BEING THE NORTHEASTERN CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY VINCENT AND CATHERINE HORACE AS RECORDED IN DEED BOOK 922, PAGE 590; THENCE WESTWARD ALONG THE NORTHERN LINE OF SAID PROPERTY TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF SAID NORTHERN LINE AND THE WESTERN RIGHT-OF-WAY LINE OF HANLEY ROAD; THENCE NORTHWARDLY ALONG THE WEST LINE OF HANLEY ROAD TO A POINT

BEING SOUTHEASTERN MOST CORNER OF THE INTERSECTION OF HANLEY ROAD AND FEISE ROAD, SAID POINT ALSO BEING AT THE NORTHERN END OF THE EASTERN LINE OF THE PROPERTY NOW OR FORMERLY OWNED BY K PROPERTIES AS RECORDED IN DEED BOOK 1736, PAGE 0347; THENCE NORTHWESTWARD AND WESTWARD ALONG THE NORTHEAST AND NORTHERN LINE OF SAID PROPERTY AND THE SOUTHERN RIGHT-OF-WAY LINE OF FEISE ROAD TO THE NORTHWEST CORNER OF SAID K PROPERTIES PROPERTY, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY WENTZVILLE R IV SCHOOL DISTRICT AS RECORDED IN DEED BOOK 3717, PAGE 2684; THENCE SOUTHWARDLY, EASTWARDLY, SOUTHWARDLY, SOUTHEASTWARDLY AND SOUTHWESTWARD ALONG SAID PROPERTY TO THE SOUTHEASTERN MOST CORNER THEREOF; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID PROPERTY TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER THEREOF, SAID POINT ALSO BEING ON THE SOUTHERN RIGHT-OF-WAY LINE OF FEISE ROAD; THENCE EASTWARDLY ALONG THE SOUTH LINE OF FEISE ROAD TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF THE WEST LINE OF LOT E OF DARDENNE LANDING PLAT TWO, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 38, PAGE 320 OF THE SAINT CHARLES COUNTY, MO RECORDS AND THE SOUTHERN LINE OF FEISE ROAD; THENCE NORTHWARDLY ALONG THE PROLONGATION OF SAID WESTERN LINE OF LOT E TO THE NORTHWEST CORNER THEREOF, AND A POINT ON THE SUBDIVISION LINE OF SAID DARDENNE LANDING PLAT TWO; THENCE EASTWARDLY ALONG SAID SUBDIVISION LINE TO THE NORTHEAST CORNER OF LOT A, AND A POINT ON THE WEST RIGHT-OF-WAY LINE OF HANLEY ROAD; THENCE NORTHWARDLY ALONG THE WEST LINE OF HANLEY ROAD TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF NORTHERN LINE OF SAID CM2001, LLC PROPERTY AND THE WEST LINE OF HANLEY ROAD, THENCE EASTWARDLY ALONG THE PROLONGATION OF SAID NORTHERN LINE OF SAID CM2001, LLC PROPERTY TO THE NORTHEAST CORNER THEREOF, THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF SAID PROPERTY TO THE SOUTHEAST CORNER THEREOF AND THE POINT OF BEGINNING.

SUBJECT AREA 2

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 1 IN TOWNSHIP 46 NORTH, RANGE 2 EAST, SITUATED IN ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 1, TOWNSHIP 46 NORTH, RANGE 2 EAST; THENCE EAST ALONG THE CENTER SECTION LINE, WHICH IS ALSO THE CENTERLINE OF FEISE ROAD A DISTANCE OF 200' TO THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY CONNECTION CHRISTIAN CHURCH AS RECORDED IN DEED BOOK 6286, PAGE 342 OF THE SAINT CHARLES COUNTY, MO RECORDS, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTHWARDLY ALONG THE EAST LINE OF SAID CONNECTION CHRISTIAN CHURCH PROPERTY TO THE SOUTHEAST CORNER THEREOF; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID PARCEL TO THE SOUTHWEST CORNER THEREOF, AND ALSO BEING THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY SELMA S. BOSCHERT AS IDENTIFIED AS PARCEL ID: 4-0033-S001-00-008.0000000 IN THE SAINT CHARLES COUNTY ASSESSOR'S OFFICE; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID BOSCHERT PROPERTY TO THE SOUTHWEST CORNER THEREOF; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF SAID PROPERTY TO ITS INTERSECTION WITH THE SOUTHERN RIGHT-OF-WAY LINE OF FEISE ROAD; THENCE WESTWARD ALONG THE SOUTHERN LINE OF FEISE ROAD TO THE NORTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY THOMAS AND FRANCES HORACE AS RECORDED IN DEED BOOK 742, PAGE 296; THENCE SOUTHWARDLY ALONG THE EASTERN LINE OF SAID HORACE PROPERTY OT THE SOUTHEAST CORNER THEREOF; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID PROPERTY TO THE SOUTHWESTERN CORNER THEREOF, AND THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY DOUGLAS AND LISA STAGEMAN AS RECORDED IN DEED BOOK 1966, PAGE 1142; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID STAGEMEN PROPERTY TO THE SOUTHWESTERN CORNER THEREOF, AND THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY PAUL AND BARBARA PRINSTER AS RECORDED IN DEED BOOK 410, PAGE 494; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID PROPERTY TO THE SOUTHWESTERN CORNER THEREOF, AND THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY RON AND SUSAN GABLE AS RECORDED IN DEED BOOK 3788, PAGE 1027; THENCE WESTWARD ALONG THE SOUTHERN LINE OF SAID PROPERTY TO THE SOUTHWESTERN CORNER THEREOF, AND THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY BAXTER & ELLIS, LLC AS RECORDED IN DEED BOOK 4354, PAGE 1247; THENCE WESTWARD ALONG THE SOUTH LINE OF SAID PROPERTY TO THE SOUTHWESTERN

CORNER THEREOF, AND THE SOUTHEAST CORNER OF THE PROPERTY NOW OR FORMERLY OWNED BY SAMUEL & DONNA WEIBEL AS RECORDED IN DEED BOOK 1505, PAGE 1611; THENCE NORTHWARDLY ALONG THE WESTERN LINE OF SAID PROPERTY TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF THE WEST LINE OF SAID WEIBEL PROPERTY AND THE NORTHERN RIGHT-OF-WAY LINE OF FEISE ROAD; THENCE EASTWARDLY ALONG THE NORTH LINE OF FEISE ROAD TO A POINT BEING THE INTERSECTION OF THE PROLONGATION OF THE EAST LINE OF SAID CONNECTION CHRISTIAN CHURCH PROPERTY AND THE NORTHERN RIGHT-OF-WAY LINE OF FEISE; THENCE SOUTHWARDLY ALONG THE PROLONGATION OF THE EAST LINE OF SAID CONNECTION CHRISTIAN CHURCH PROPERTY TO THE NORTHEAST CORNER THEREOF AND THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED.

RESOLUTION NO. 272

RESOLUTION OF INTENT TO ANNEX

IN THE MATTER OF THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated territory to the municipality; and

WHEREAS, said real estate as hereinafter described is adjacent to the present corporate limits and sixty-four percent contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the perimeter of the area proposed to be annexed is 3,540 lineal feet and the length of the contiguous boundary common to the existing corporate limit of the City of Dardenne Prairie, Missouri, and the proposed area to be annexed is 2,265 lineal feet, which is equal to at least fifteen percent and the length of total perimeter of the area proposed for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Dardenne Prairie, Missouri, that the City declares its intent to annex the unincorporated area described on Exhibits A and A-1 to the corporate limits of the City of Dardenne Prairie, Missouri.

Read and adopted this 16th day of November, 2016.

_____
As Presiding Officer and Mayor
David Zucker, Mayor

Attest: _____
Kim Clark, City Clerk

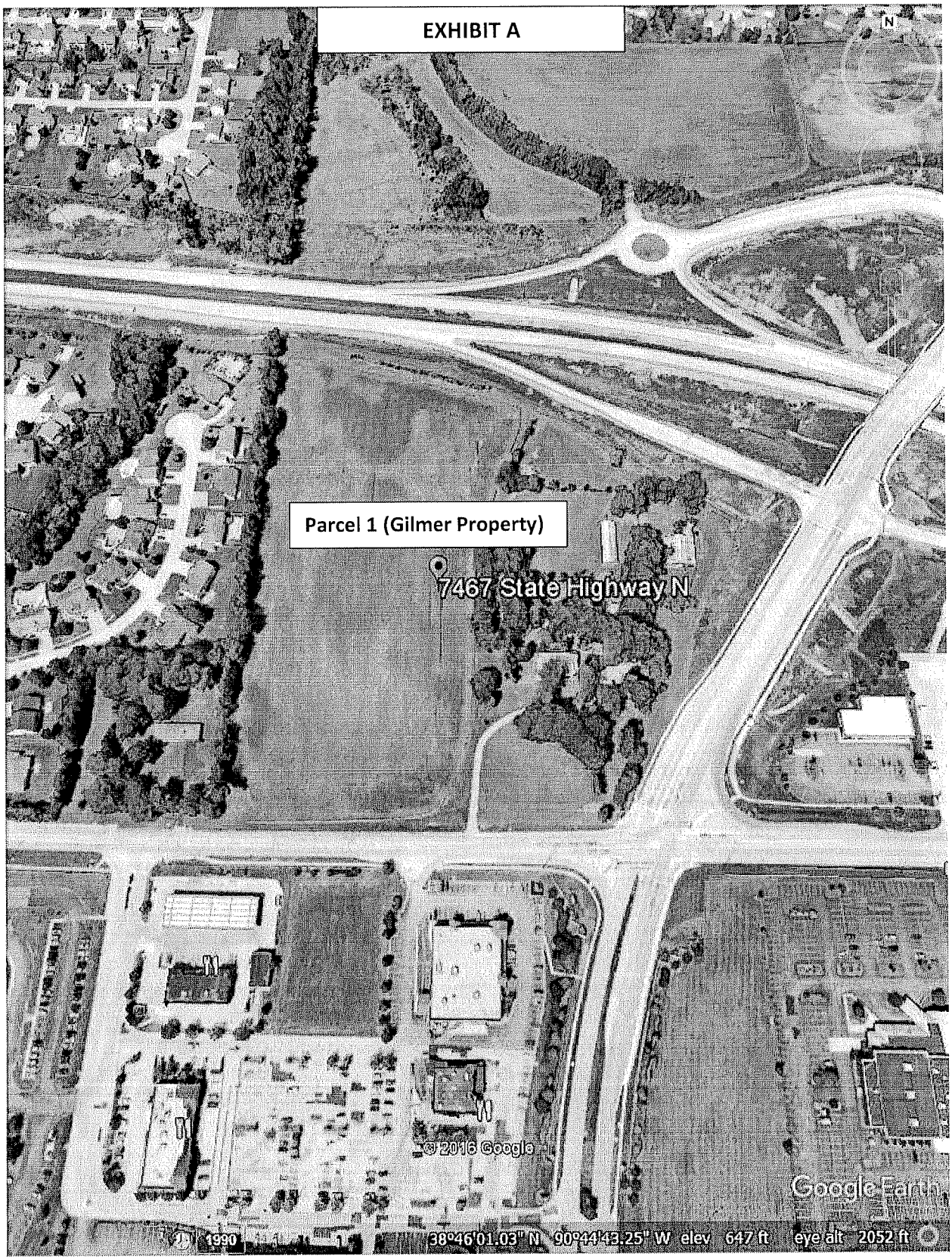


EXHIBIT A
Parcel 1 (Gilmer Property)
7467 State Highway N
© 2016 Google
Google Earth
1990
38°46'01.03" N 90°44'43.25" W elev 647 ft eye alt 2052 ft

EXHIBIT A-1

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

Beginning at a point in the Northern right-of-way line of Mo Route 364, being 260.87 feet perpendicular distance North of station 2+993.249(M); thence South 82°19'28" East, 22.01 feet to a point; thence South 82°45'44" East, 290.61 feet to a point; thence along a curve to the left with a radius of 1827.43 feet, an arc distance of 722.25 feet, the chord for which is North 86°14'21" East, 717.56 feet, to a point; thence North 72°50'31" East, 181.27 feet to a point; thence North 74°55'00" East, 34.49 feet to a point; thence North 00°45'39" East, 484.56 feet to a point; thence North 88°50'19" West, 1231.62 feet to a point; thence South 00°45'39" West, 579.50 feet to the point of beginning, according to calculations by Altea, LLC.

RESOLUTION NO. 273

RESOLUTION OF INTENT TO ANNEX

IN THE MATTER OF THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated territory to the municipality; and

WHEREAS, said real estate as hereinafter described is adjacent to the present corporate limits and thirty percent contiguous with the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the perimeter of the area proposed to be annexed is 3,250 lineal feet and the length of the contiguous boundary common to the existing corporate limit of the City of Dardenne Prairie, Missouri, and the proposed area to be annexed is 975 lineal feet, which is equal to at least fifteen percent and the length of total perimeter of the area proposed for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Dardenne Prairie, Missouri, that the City declares its intent to annex the unincorporated area described on Exhibits A and A-1 to the corporate limits of the City of Dardenne Prairie, Missouri.

Read and adopted this 16th day of November, 2016.

_____
As Presiding Officer and Mayor
David Zucker, Mayor

Attest: _____
Kim Clark, City Clerk

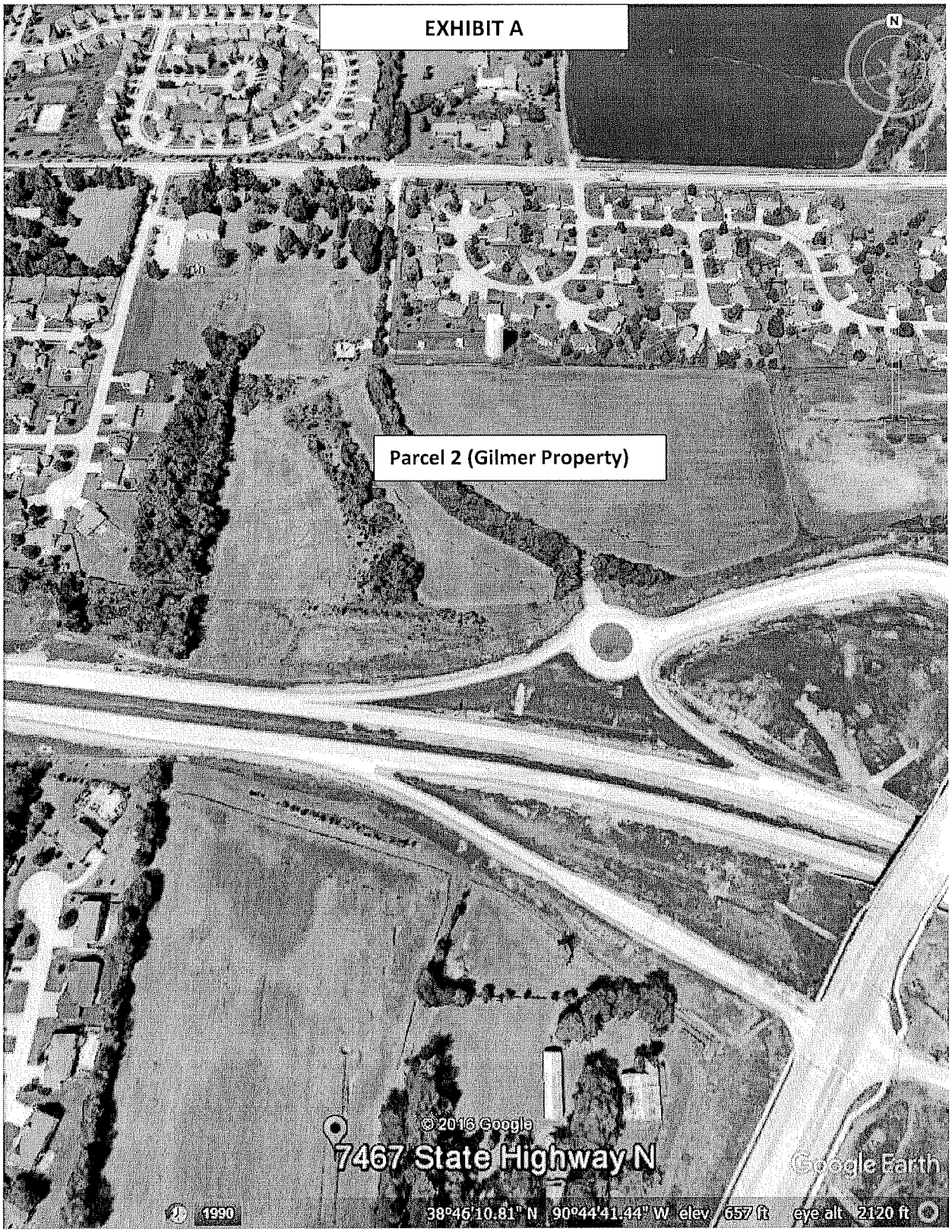


EXHIBIT A
Parcel 2 (Gilmer Property)
© 2016 Google
7467 State Highway N
Google Earth
1990
38°46'10.81" N 90°44'41.44" W elev 657 ft eye alt 2120 ft

EXHIBIT A-1

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

Beginning at a point in the North right-of-way line of the South outer road of State Highway 364 (State Highway N), being 30.49 feet perpendicular distance North of station 1+186.164; thence parallel with said Hwy N centerline, South 88°38'35" East, 45.70 feet to a point; thence North 01°21'40" East, 15.44 feet to a point; thence South 88°38'35" East, 328.09 feet to a point; thence North 85°28'54" East, 240.37 feet to a point; thence North 60°13'25" East, 86.58 feet to a point; thence North 24°44'40" East, 427.75 feet to a point; thence North 31°30'17" East, 155.37 feet to a point; thence North 55°22'47" West, 381.07 feet to a point; thence North 72°49'49" West, 627.75 feet to a point; thence North 83°45'23" West, 22.63 feet to a point; thence South 00°45'39" West, 993.82 feet to the point of beginning, according to calculations by Altea, LLC.

RESOLUTION NO. 274

RESOLUTION OF INTENT TO ANNEX

IN THE MATTER OF THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated territory to the municipality; and

WHEREAS, said real estate as hereinafter described is adjacent to the present corporate limits and fifty percent contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the perimeter of the area proposed to be annexed is 500 lineal feet and the length of the contiguous boundary common to the existing corporate limit of the City of Dardenne Prairie, Missouri, and the proposed area to be annexed is 250 lineal feet, which is equal to at least fifteen percent and the length of total perimeter of the area proposed for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Dardenne Prairie, Missouri, that the City declares its intent to annex the unincorporated area described on Exhibits A and A-1 to the corporate limits of the City of Dardenne Prairie, Missouri.

Read and adopted this 16th day of November, 2016.

_____
As Presiding Officer and Mayor
David Zucker, Mayor

Attest: _____
Kim Clark, City Clerk

EXHIBIT A
N
Poignee
Property
2682 Technology Dr
© 2016 Google
Google Earth
1995
38°45'54.76" N 90°46'04.67" W elev 630 ft eye alt 903 ft

EXHIBIT A-1

Tract of land being situated in the County of St. Charles and State of Missouri and being more particularly described as follows:

Lot 3 of J.G. Jones, Jr. Subdivision, according to the plat thereof recorded in Plat Book 5 page 96 of the St. Charles County Records, together with all improvements thereon known and numbered as: 2532 Highway 40-61, O'Fallon, Missouri 63366.

RESOLUTION NO. 275

RESOLUTION OF INTENT TO ANNEX

IN THE MATTER OF THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated territory to the municipality; and

WHEREAS, said real estate as hereinafter described is adjacent to the present corporate limits and twenty percent contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the perimeter of the area proposed to be annexed is 500 lineal feet and the length of the contiguous boundary common to the existing corporate limit of the City of Dardenne Prairie, Missouri, and the proposed area to be annexed is 100 lineal feet, which is equal to at least fifteen percent and the length of total perimeter of the area proposed for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Dardenne Prairie, Missouri, that the City declares its intent to annex the unincorporated area described on Exhibits A and A-1 to the corporate limits of the City of Dardenne Prairie, Missouri.

Read and adopted this 16th day of November, 2016.

_____
As Presiding Officer and Mayor
David Zucker, Mayor

Attest: _____
Kim Clark, City Clerk

EXHIBIT A

Zahner
Property
2682 Techno
© 2016 Google
Google Earth
1995
38°45'54.76" N 90°46'04.67" W elev 630 ft eye alt 903 ft

EXHIBIT A-1

Tract of land being situated in the County of St. Charles and State of Missouri and being more particularly described as follows:

Lot 4 of J.G. Jones, Jr. Subdivision, a subdivision in St. Charles County, Missouri, according to the plat thereof recorded in Plat Book 5, Page 96 of the St. Charles County Records.

RESOLUTION NO. 276

RESOLUTION OF INTENT TO ANNEX

IN THE MATTER OF THE PROPOSED ANNEXATION OF CERTAIN UNINCORPORATED TERRITORY TO THE CITY OF DARDENNE PRAIRIE, MISSOURI

WHEREAS, the City of Dardenne Prairie, Missouri, desires to adjust its corporate limits so as to annex certain unincorporated territory to the municipality; and

WHEREAS, said real estate as hereinafter described is adjacent to the present corporate limits and fifty percent contiguous to the present corporate limits of the City of Dardenne Prairie, Missouri; and

WHEREAS, the perimeter of the area proposed to be annexed is 500 lineal feet and the length of the contiguous boundary common to the existing corporate limit of the City of Dardenne Prairie, Missouri, and the proposed area to be annexed is 250 lineal feet, which is equal to at least fifteen percent and the length of total perimeter of the area proposed for annexation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Alderman of the City of Dardenne Prairie, Missouri, that the City declares its intent to annex the unincorporated area described on Exhibits A and A-1 to the corporate limits of the City of Dardenne Prairie, Missouri.

Read and adopted this 16th day of November, 2016.

_____
As Presiding Officer and Mayor
David Zucker, Mayor

Attest: _____
Kim Clark, City Clerk

EXHIBIT A
2682 Technology Dr
Dierberg
Property
© 2016 Google
Google Earth
1995
38°45'54.76" N 90°46'04.67" W elev 630 ft eye alt 903 ft

EXHIBIT A-1

Tract of land being situated in the County of St. Charles and State of Missouri and being more particularly described as follows:

Lot Numbered Five (5) of J.G. Jones, Jr. Subdivision, as designated on Plat of said Subdivision recorded in Plat Book 5 Page 96 in the St. Charles County Recorder's Office.