

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

BOARD OF ALDERMEN
MEETING AGENDA
JANUARY 7, 2015
7:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Fogarty
Alderman Menichino
Alderman West
Alderman Kampelman
Alderman Santos
Alderman Zucker
Alderman Koch

CONSENT AGENDA

1. Board of Aldermen Minutes 12-17-14
2. Workshop Summary 12-17-14
3. Bills for Approval 01-07-15

ITEMS REMOVED FROM CONSENT AGENDA

OPEN FORUM

NEW BUSINESS

1. Bill #15-01

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND THE CITY OF O'FALLON, MISSOURI, FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE BRYAN ROAD BRIDGE OVER HIGHWAY 364

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 7:18 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.

Present at roll call were Mayor Fogarty, Aldermen Zucker, Kampelman, Menichino, Koch, Santos and West. Also present were City Clerk/Treasurer Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

A motion was made by Alderman Koch, Seconded by Alderman Santos to remove item # 4 from the consent agenda. Motion passed unanimously.

A motion was made by Alderman West, Seconded by Alderman Kampelman to accept the consent agenda. Motion passed unanimously.

CONSENT AGENDA

1. Board of Aldermen Minutes 12-03-14
2. Workshop Summary 12-03-14
3. Bills for Approval 12-17-14
5. Master Sign Plan – Pulte Group
6. Treasurer’s Report – As of November 30, 2014
7. Escrow Release – McKelvey Homes – Leighton Hollow Lots 34B, 36B & 37B – Partial - \$6,015.90

ITEMS REMOVED FROM CONSENT AGENDA

4. Appointment of Christopher McKee and Benjamin Stegmann to the BaratHaven Community Improvement District – Terms to expire 02-15-17

The board allowed the following individuals to speak regarding the appointments:

- John Gotway – 352 Trailhead Way
- Andrew Burchett – 2059 Saint Madeleine Drive

A motion was made by Alderman Zucker, Seconded by Alderman Santos to postpone the vote on the nomination of the two candidates until the 2nd Board of Aldermen meeting in January, 2015 and to place on the 1st workshop agenda in January, 2015 the discussion of the issues mentioned tonight and the packet to include the following:

1. Petition for the creation of the BaratHaven CID
 2. Ordinance creating the BaratHaven CID
 3. Minutes of the Barathaven CID Board meetings for 2013 & 2014
 4. Detailed P&L for 2013, summary P&L not sufficient
 5. Copy of applicable MO statues regarding the establishment management oversight of the CID
 6. Copies of the 3 notes totaling \$2.3 million as described in the outside audit report
- Motion passed unanimously.

OPEN FORUM – There was no one present to speak.

PUBLIC HEARING

A motion was made by Alderman Kampelman, Seconded by Alderman Menichino to open the public hearing. Motion passed unanimously.

1. A Conditional Use Permit Application for the ±2.08-acre tract of land at Dardenne Prairie Plaza, Lot 5 commonly known as 1646-1696 Bryan Road from property owner GSR Ventures, LLC c/o Corporate Group, Inc.

Kim York representing Corporate Group was in attendance to present the proposal.

A motion was made by Alderman Menichino, Seconded by Alderman West to close the public hearing. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Menichino, Seconded by Alderman Zucker to read Bill #14-30 for the first time by short title only. Motion passed unanimously.

Bill #14-30

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE APPROVAL OF A CONDITIONAL USE PERMIT FOR PROPERTY ZONED C-2, GENERAL COMMERCIAL DISTRICT IN RESPONSE TO AN APPLICATION FROM GSR VENTURES LLC C/O CORPORATE GROUP, INC.

A motion was made by Alderman Kampelman, Seconded by Alderman Koch to read Bill #14-30 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Zucker, Seconded by Alderman West to put Bill #14-30 to final vote. Motion passed unanimously.

Roll call was as follows:	Alderman Koch – Aye	Alderman Menichino - Aye
	Alderman West – Aye	Alderman Santos - Aye
	Alderman Zucker – Aye	Alderman Kampelman – Aye

Mayor Fogarty declared Bill #14-30 passed and designated it to be Ordinance #1743.

A motion was made by Alderman Zucker, Seconded by Alderman Santos to adjourn the meeting at 7:51 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie workshop session was called to order at 5:46 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Mayor Fogarty, Aldermen Zucker, Kampelman, Menichino, Santos, Koch and West. Also present were City Clerk/Treasurer Kim Clark, City Engineer Luke Kehoe and City Attorney David Hamilton.

A motion was made by Alderman Menichino, Seconded by Alderman West to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications Motion passed unanimously. Roll call was as follows:

Alderman Koch – Aye	Alderman Kampelman – Aye
Alderman Zucker – Aye	Alderman Menichino – Aye
Alderman Santos - Aye	Alderman West – Aye

CLOSED SESSION

A motion was made by Alderman Kampelman, Seconded by Alderman Santos to return to regular meeting agenda. Motion passed unanimously.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Bopp Property Status Report
2. Method of Disposal of Abandoned & Surplus Property (Easley)
3. Short Term Goals (0 – 3 year projects)
4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (12-17-14)

STAFF COMMUNICATIONS

Alderman Zucker requested further discussion regarding the economic development status.

ADJOURNMENT

A motion was made by Alderman West, Seconded by Alderman Zucker to adjourn the meeting at 6:56 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

**BILLS FOR APPROVAL
1/7/2015**

1 Alderman Bob Menichino	January, 2015	375.00
2 Alderman Dan Koch	January, 2015	375.00
3 Alderman Dave Kampelman	January, 2015	375.00
4 Alderman David Zucker	January, 2015	375.00
5 Alderman Doug Santos	January, 2015	375.00
6 Alderman Sharon West	January, 2015	375.00
7 Ameren	City Hall Park to 12/22/14	230.44
8 Ameren	Hanley Traffic Light to 12/22/14	9.94
9 Ameren	Hanley Traffic Light 2 to 12/22/14	53.89
10 Ameren	Concession Stand to 12/22/14	233.68
11 Ameren	Ball Park to 12/22/14	145.97
12 Ameren	City Hall to 12/22/14	1,644.21
13 AT & T	Building Dept. Software Monthly Data	46.54
14 Charlies Farm & Home	Snow Supplies	199.48
15 Court-Missouri Department of Revenue	Crime Victims: December, 2014	764.85
16 Court-Sheriff Retirement Fund	Retirement Fund: December, 2014	321.82
17 Court-St. Charles County-Dom Violence Fund	Court Fines: December, 2014	212.24
18 Court-Treasurer; State of Missouri	POST Fees: December, 2014	106.11
19 Cuivre River Electric	Light at Weldon Spring to 12/22/14	38.24
20 Cuivre River Electric	Georgetown Park to 12/17/14	55.80
21 Cuivre River Electric	St. Williams street lights to 12/17/14	65.17
22 Cuivre River Electric	Traffic Signal at Feise/Hanley to 12/17/14	66.00
23 DNT Equipment Division	Tenant copies	28.70
24 Duckett Creek Sanitary District	City Hall Services to 11/30/14	70.15
25 Instant Imprints	Barathaven Trail Signs	73.14
26 Insurance: Anthem Blue Cross/Blue Shield	Health: January, 2015	5,895.80
27 Insurance: Capital Administrators	Vision: January, 2015	91.95
28 Insurance: FCL Dental	Dental: January, 2015	380.90
29 Insurance: The Hartford	Annual Premium 2015 (Property)	10,019.00
30 Lift	City Hall Sidewalk Repairs	1,050.00
31 Midwest Networking, LLC	RapidSSL 1 year license	50.00
32 Midwest Networking, LLC	Maintenance Block	1,700.00
33 MO Assoc of Code Enforcement	Membership: Amelong	35.00
34 MO Municipal League	Annual Membership	1,549.40
35 Office Essentials	Property Maintenance Supplies	97.90
36 Pam Fogarty	January, 2015	1,000.00
37 Payroll	Payroll: 12-19-14	14,463.91
38 PNC Bank	Credit Card Charges	2,044.18
39 PWSD #2	Service to 12/12/14: Bluebird Meadow	13.56
40 Robert Half Legal	Temporary Employee Payroll 12-5-14	655.20
41 Stratus Building Solutions	Cleaning: January, 2015	385.00
42 Sue Gable	Garage Rent: January, 2015	450.00
43 The Law Office of Dennis Chassaniol	Municipal Judge: December, 2014 & January, 2015	800.00
44 UMB Bank, NA	December, 2014 TDD Sales Tax Payment	21,255.23
45 United Printing Consultants	Court Printed Envelopes	159.76
46 Universal Business Supply Inc.	Office Supplies	199.18
		68,912.34

Approved by Board of Aldermen 1-07-15

Mayor Pam Fogarty

BILL NO. 15-01

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND THE CITY OF O'FALLON, MISSOURI, FOR THE CONSTRUCTION OF IMPROVEMENTS ON THE BRYAN ROAD BRIDGE OVER HIGHWAY 364

WHEREAS, the provisions of Section 70.210 to 70.320 inclusive, RSMo. (2000), as amended, empower cities and other political subdivisions to contract and cooperate with each other for planning, development, construction, acquisition or operation of any public improvement; and

WHEREAS, the City of Dardenne Prairie, Missouri, and the City of O'Fallon, Missouri, desire to enter into an Intergovernmental Cooperation Agreement to share the costs of constructing the project known as MODOT Route 364 and Bryan Road Bridge Enhancement Project, which improvements include, but are not limited to, the installation and maintenance of aesthetic decorative enhancements to the Bryan Road Bridge passing over Route 364, associated mechanically stabilized earthen walls and City logo panels, decorative lighting, stone textured columns, stained concrete, decorative steel and black vinyl coated chain-link fencing, street signage, bridge mounted roadway signage and lighting, and traffic control signal equipment (hereinafter, the "Road Project") and

WHEREAS, the City of O'Fallon has entered into an agreement with the Missouri Department of Transportation ("MODOT") by which the City of O'Fallon shall compensate MODOT for the work and materials used in constructing, completing, installing and maintaining the Road Project; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, finds and determines that entering into the Intergovernmental Cooperation Agreement with the City of O'Fallon for the construction, completion and installation of the Road Project will benefit the residents of City of Dardenne Prairie by aesthetically improving the Bryan Road Bridge and promoting traffic safety within the City;

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

SECTION 1.

A. That the form, terms, and provisions of the Intergovernmental Cooperation Agreement ("Agreement"), marked as **Exhibit A**, attached hereto and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and the City of O'Fallon, Missouri, 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.

B. That the Mayor is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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.

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

Read two times, passed, and approved this _____ day of _____, 2015.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2015.

Mayor

Attest:

City Clerk

"Exhibit A"

INTERGOVERNMENTAL COOPERATION AGREEMENT
MODOT ROUTE 364 AND BRYAN ROAD BRIDGE ENHANCEMENT PROJECT

This INTERGOVERNMENTAL COOPERATION AGREEMENT (hereinafter, the "Agreement") is entered into by and between the City of Dardenne Prairie, Missouri, a municipal corporation and city of the fourth class of the State of Missouri (hereinafter, "DARDENNE PRAIRIE"), and the City of O'Fallon, Missouri, a municipal corporation and constitutional charter city of the State of Missouri (hereinafter, "O'FALLON").

WHEREAS, both DARDENNE PRAIRIE and O'FALLON desire to bear a portion of the costs of constructing the project known as MODOT Route 364 and Bryan Road Bridge Enhancement Project, which improvements include, but are not limited to, the installation and maintenance of aesthetic decorative enhancements to the Bryan Road Bridge passing over Route 364, associated mechanically stabilized earthen ("MSE") walls and City logo panels, decorative lighting, stone textured columns, stained concrete, decorative steel and black vinyl coated chain-link fencing, street signage, bridge mounted roadway signage and lighting, and traffic control signal equipment (hereinafter, the "Road Project"); and

WHEREAS, O'FALLON has entered into an agreement with the Missouri Department of Transportation ("MODOT") by which O'FALLON shall compensate MODOT for the work and materials used in constructing, completing, installing and maintaining the Road Project; and

WHEREAS, Sections 70.220 and 70.325, RSMo., as amended, authorize political subdivisions to contract and cooperate with other municipalities or political subdivisions for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

WHEREAS, the construction, completion and installation of the Road Project will benefit the residents of DARDENNE PRAIRIE and O'FALLON by aesthetically improving the Bryan Road Bridge and promoting traffic safety within the cities; and

WHEREAS, DARDENNE PRAIRIE and O'FALLON desire to enter into this Agreement to share the costs of constructing, completing and installing the Road Project.

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

SECTION 1. General Terms.

- a. All of the foregoing Recitals are incorporated into and made a part hereof.
- b. This Agreement shall become effective upon its execution by the parties hereto.
- c. The total cost of the Road Project is **Three Hundred Twenty-seven Thousand One Hundred Fourteen and 10/100 Dollars (\$327,114.10)** (the "Road Project Construction Cost"). The parties agree to share the Road Project Construction Cost as follows: DARDENNE PRAIRIE shall reimburse O'FALLON the amount of **Thirty Thousand and 00/100 Dollars (\$30,000.00)** as DARDENNE PRAIRIE'S share of the Road Project Construction Costs for which O'FALLON is responsible to MODOT.
- d. Within thirty (30) days of DARDENNE PRAIRIE's receipt of an invoice for DARDENNE PRAIRIE'S share of the Road Project Construction Cost from O'FALLON, DARDENNE PRAIRIE shall pay its share of the Road Project Construction Cost to O'FALLON.

SECTION 2. Construction of the Road Project. Both parties acknowledge that MODOT and the design-build construction team of Page Constructors, LLC are responsible for completion of construction of the Road Project, which is expected to be completed on or before November, 2014, in accordance with the construction plans latest revised date of 1/7/2014 and prepared by Parsons for Page Constructors as a part of the State of Missouri Job No. J6U1028 "Route 364 Ph. 3 D-B Project" Bridge No. A8195 (Bryan Road over Route 364) in St. Charles County, Missouri (the "Construction Plans"). The failure of MODOT or Page Constructors, LLC to complete construction of the Road Project by the end of November, 2014, shall not affect either party's performance of this Agreement.

SECTION 3. Road Project Maintenance and Repairs. O'FALLON and DARDENNE PRAIRIE hereby agree that following the later of the completion of the Road Project, or the opening of the Bryan Road Bridge to motor vehicle traffic, the maintenance responsibility of the Road Project shall be as follows:

- i. O'FALLON shall be responsible for all maintenance and repairs of the improvements completed as part of the Road Project starting at the centerline of the new Bryan Road bridge structure and roadway, extending east and terminating at the outside edge of the bridge and roadway MSE wall.
- ii. DARDENNE PRAIRIE shall be responsible for all maintenance and repairs of the improvements completed as part of the Road Project starting at the centerline of the new Bryan Road bridge structure and roadway, extending west and terminating at the outside edge of the bridge and roadway MSE wall.
- iii. Each party agrees to maintain the enhancements, features and elements of the Road Project for which that party is responsible in accord with the Construction Plans and at the standards as originally installed, subject to normal wear and tear. Any element, feature or enhancement which is replaced for any reason (accidental damage, wear and tear, etc.) shall be replaced so as to be as nearly identical in appearance and function to the original as possible.

SECTION 4. Electrical Service and Costs. O'FALLON agrees that it shall be solely responsible for the costs of future electrical service to the decorative lighting installed as part of the Road Project located on the portion of the bridge and roadway described in Section 3.i of this Agreement. DARDENNE PRAIRIE agrees that it shall be solely responsible for the costs of future electrical service to the decorative lighting installed as part of the Road Project located on the portion of the bridge and roadway described in Section 3.ii of this Agreement. The decorative lighting circuits on each party's respective portion of the bridge and roadway have separate electric meters to aid the utility company in billing the appropriate party for electrical services.

SECTION 5. Force Majeure and Other Extensions of Time for Performance. Neither DARDENNE PRAIRIE nor O'FALLON shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including without limitation, for purposes of this Agreement, legal proceedings (including, but not limited to, condemnation or eminent domain proceedings), orders of any kind of any court or governmental body, strikes, lockouts, labor disputes, labor shortages, riots, acts of God, epidemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storm washouts, droughts, tornadoes, cyclones, floods, adverse weather conditions, unusually wet soil conditions, war, invasion or acts of public enemy, serious accidents, arrests, failure of utilities, governmental restrictions or priorities, issuance of any permits and/or legal authorization by a necessary governmental entity, shortage or delay in shipment of material or fuel, or other like causes beyond the responsible party's reasonable control. The party claiming any extension caused by force majeure shall, within thirty (30) days after the event of force majeure, notify the other party in writing of the occurrence of such event and shall have the burden of proof in establishing such cause.

SECTION 6. Termination and Reimbursement of Cost Contributed. Upon learning of a breach of this Agreement by the other party, the non-breaching party shall notify the breaching party, in writing, of such breach. In the event of a breach of this Agreement by either party that is not remedied within thirty (30) calendar days after delivery of written notice of such breach to the breaching party, the non-breaching party may terminate this Agreement by written notice to the breaching party. Upon termination of this Agreement, for any cause, each party shall, without additional cost to the other party, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. Termination of this Agreement shall not relieve either party of the obligation to (a) pay for Road Project improvements installed prior to termination, and (b) maintenance costs incurred prior to the date of termination.

SECTION 7. Appropriations. Notwithstanding anything to the contrary contained in this Agreement, the obligations of the parties under Sections 3 and 4 of this Agreement shall be

subject to and dependent upon annual appropriations of sufficient funds to pay for such obligations for the fiscal year in question being made by the appropriate officer, agent, council or other body with the authority to appropriate money. Both parties agree to inform the other party in good faith at the earliest time any non-appropriation becomes apparent. Failure to appropriate funds under this Agreement shall not be deemed a breach by either party.

SECTION 8. Miscellaneous.

a. Notices. All notices or other communications required or desired to be given hereunder shall be in writing and shall be deemed duly given when mailed by first class, registered or certified mail, postage prepaid, addressed as follows:

(i) To DARDENNE PRAIRIE:
City of Dardenne Prairie, Missouri
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Attn: Mayor

(ii) To O'FALLON:
City of O'Fallon, Missouri
100 North Main Street
O'Fallon, Missouri 63366
Attn: Bonnie Therrien, City Administrator

b. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

c. Authorization. O'FALLON and DARDENNE PRAIRIE by their signature hereto each represent to the other that they have the full right, power and authority to enter into this Agreement and to fully perform their obligations hereunder. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind the respective party, except as otherwise specifically set forth herein. A copy of this Agreement and the action of the governing body of each party hereto authorizing its execution shall be filed in the office of the City Clerk for each City respectively.

d. Choice of Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri, excluding that State's choice-of-law principles, and all claims relating to or arising out of this Agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Missouri, excluding that State's choice-of-law principles. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Charles County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court.

e. Severability. Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been so declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

f. Attorney's fees. In any action arising out of this Agreement, the parties agree that the prevailing party shall be entitled to reasonable attorney's fees and all costs, fees and expenses, including the fees of expert witnesses and consultants, whether or not such costs, fees and expenses are recoverable or allowed as costs. Such fees and costs shall be proven and awarded by the court after the conclusion of the trial on all other issues.

g. Assignment. This Agreement shall not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

h. Integration and Modification. This Agreement supersedes any prior agreement, oral or written, and contains the entire agreement between the parties on the subject matter hereof. This Agreement is intended to be a final expression of the Agreement of the parties and is an integrated agreement. There are no contemporaneous separate written or oral agreements between the parties in any way related to the subject matter of this Agreement. This Agreement may be changed, altered, modified or amended upon mutual agreement of the parties hereto. No such change, alteration, modification or amendment shall be valid unless presented in writing and duly executed by both parties.

i. Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only, and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date last written below.

Executed by the City of Dardenne Prairie on _____, 2014.

Executed by the City of O'Fallon on _____, 2014.

ATTEST:

CITY OF DARDENNE PRAIRIE, MISSOURI

City Clerk

By: _____
Pamela J. Fogarty, Mayor

ATTEST:

CITY OF O'FALLON, MISSOURI

City Clerk

By: _____
Bonnie Therrien, City Administrator