

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
MARCH 2, 2016
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Short Term Goals (0 – 3 year projects)
2. Long Term Goals (3 – 10 year projects)
3. Review of Board of Aldermen Meeting Agenda (03-02-16)

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

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

BOARD OF ALDERMEN
MEETING AGENDA
MARCH 2, 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 Stipes
Alderman Santos

OPEN FORUM

PRESENTATIONS

CONSENT AGENDA

1. Board of Aldermen Minutes 2-17-16
2. Workshop Summary 2-17-16
3. Expenditures for Approval 3-2-16
4. Master Sign Plan – Apex Network – Dardenne Town Square
5. Annual Report – BaratHaven Community Improvement District
6. Annual Report – Bryan Road Community Improvement District

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

1. Bill #16-04

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A FINANCIAL ADVISORY AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND JOY A. HOWARD D/B/A WM FINANCIAL STRATEGIES TO PROVIDE FINANCIAL ADVISORY SERVICES IN CONNECTION WITH THE ISSUANCE OF REFUNDING CERTIFICATES OF PARTICIPATION

2. Bill #16-05

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, EMPLOYING THE LAW FIRM OF GILMORE & BELL, P.C. AS SPECIAL TAX COUNSEL IN CONNECTION WITH THE PROPOSED ISSUANCE OF CERTIFICATES OF PARTICIPATION, THE PROCEEDS OF WHICH WILL BE USED TO ADVANCE REFUND OUTSTANDING CERTIFICATES OF PARTICIPATION

3. Bill #16-06

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AMENDMENT OF THE AGREEMENT TO PARTICIPATE IN CONSTRUCTION FUNCTIONS OF DARDENNE PRAIRIE SEED PROJECT (FARON) DATED JULY 21, 2010 BETWEEN THE CITY OF DARDENNE PRAIRIE AND THE METROPOLITAN PARK AND RECREATION DISTRICT

4. Bill #16-07

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND CITY TREASURER TO EXECUTE AN FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM SURFACE TRANSPORTATION PROGRAM-SUBALLOCATED FUNDS (STP-S) NEW PROJECT APPLICATION WITH EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE HANLEY ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

5. Bill #16-08

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND CITY TREASURER TO EXECUTE AN FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM SURFACE TRANSPORTATION PROGRAM-SUBALLOCATED FUNDS (STP-S) NEW PROJECT APPLICATION WITH EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE ADA COMPLIANT RAMP AND SIDEWALK CONNECTIONS AND RECONSTRUCTION PROJECT AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

6. Bill #16-09

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND CITY TREASURER TO EXECUTE AN FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM SURFACE TRANSPORTATION PROGRAM-SUBALLOCATED FUNDS (STP-S) NEW PROJECT APPLICATION WITH EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE WELDON SPRING ROAD IMPROVEMENTS PROJECT AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

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 7:02 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance followed by the invocation by Alderman Blake Nay.

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

OPEN FORUM - No one present to speak.

CONSENT AGENDA

1. Board of Aldermen Minutes 2-3-16
2. Workshop Summary 2-3-16
3. Expenditures for Approval 2-17-16
4. Treasurer's Report – As of January 31, 2016
5. Fireworks Display – Morning Star Church – 05-05-16 (06-30-16 Rain Date)
6. Change Order #2 – Pedestrian and Drainage Facilities Improvements Project (\$928.00)

With no objections, the consent agenda was approved.

ITEMS REMOVED FROM CONSENT AGENDA

7. Annual Report – BaratHaven Community Improvement District
8. Annual Report – Bryan Road Community Improvement District

A motion was made by Alderman Koch, Seconded by Alderman Santos to postpone to the annual reports until 03/02/16. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to read Bill #16-03 for the first time by short title only. Motion passed unanimously.

Bill #16-03

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT FOR INSTALLATION OF SAFETY FENCING AND OTHER WORK AT THE DARDENNE ATHLETIC FIELDS

A motion was made by Alderman Nay, Seconded by Alderman Stipes to amend Bill #16-03 by deleting Kennedy Fence Corp. and adding Chesterfield Fence & Deck Company, Inc. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Nay to read Bill #16-03 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Koch to put Bill #16-03 to final vote. Motion passed unanimously.

Roll call was as follows:

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

Mayor Zucker declared Bill #16-03 passed and designated it to be Ordinance #1792.

ADJOURNMENT

A motion was made by Alderman Gotway, Seconded by Alderman Stipes to adjourn the meeting at 7:21 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie workshop session was called to order at 5:32 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 Koch, Klingerman, Nay, Gotway, Stipes and Santos. Also present were City Clerk Kim Clark and City Attorney John Young. City Engineer Luke Kehoe arrived at approximately 5:52. Staff members Jeff Amelong, Bob Easley and Tamie Smith were also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Joy Howard – Potential refinancing of Certificates of Participation (Mayor)
2. Change Order #2 – Pedestrian and Drainage Facilities Improvements Project (Kehoe)
3. Backstop/Fencing at DAA (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 (02-17-16)

STAFF COMMUNICATIONS

Jeff Amelong provided the Board with a report from St. Charles County regarding animal control.

Bob Easley mentioned the parking lot security cameras.

Alderman Gotway mentioned he received a request for a crosswalk at Barathaven Boulevard at Henning Road.

Mayor Zucker informed the Board of the senior event to be held on Friday, 2/19 and the sale of surplus items. He also mentioned the city has received 280 registrations for baseball.

ADJOURNMENT

With no objections, the meeting was adjourned at 6:27 p.m.

Respectfully submitted,

Kim Clark, City Clerk

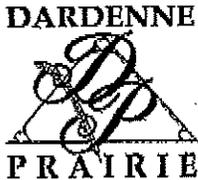
EXPENDITURES FOR APPROVAL

3/2/2016

1 ACF Alarm Company, Inc.	Camera Change Out	1,227.30
2 Alderman Blake Nay	March, 2016	375.00
3 Alderman Dan Koch	March, 2016	375.00
4 Alderman Doug Santos	March, 2016	375.00
5 Alderman Elliott Stipes	March, 2016	375.00
6 Alderman John Gotway	March, 2016	375.00
7 Alderman Kevin Klingerman	March, 2016	375.00
8 AT & T	Building Dept. Software Monthly Data	41.73
9 Bob Easley	Conference Mileage Reimbursement	105.84
10 BSN Sports	Dugout Bleachers	900.98
11 Cuivre River Electric	Light at Weldon Spring	38.24
12 Cuivre River Electric	Georgetown Park	68.20
13 Cuivre River Electric	St. Williams street lights	26.73
14 Cuivre River Electric	Traffic Signal at Feise/Hanley	70.00
15 DNT Equipment Division	Tenant copies	9.99
16 Duckett Creek Sanitary District	City Hall Service to 1/31/16	21.75
17 East West Gateway	Hanley Road Application	3,752.20
18 East West Gateway	ADA Application	1,906.91
19 East West Gateway	Weldon Spring Application	18,794.45
20 Family Support Payment Center	3/11 & 3/25 Payroll	294.46
21 Ford Hotel Supply	Tablecloths	176.17
22 GFI	Computer Maintenance thru 3/12/16	800.00
23 Insurance: Anthem Blue Cross/Blue Shield	Health: March, 2016	2,288.63
24 Insurance: Principal Life	Life: March, 2016	178.51
25 LAGERS	February, 2016	2,233.90
26 Martin Trophy	Employee Recognition Awards	180.00
27 Mayor David C. Zucker	March, 2016	1,000.00
28 MO Rural Services	Annual Workers Comp Premium	6,139.00
29 Office Essentials	Office & Coffee Supplies	163.00
30 Payroll	Payroll: 02/12/16	15,810.16
31 Payroll	Payroll: 02/26/16	15,587.24
32 PNC	Credit Card Charges	917.61
33 Terri Voss	Municipal League Dinner Supply Reimbursement	191.60
34 The Law Office of Dennis Chassaniol	Municipal Judge: March, 2016	400.00
35 UMB Bank, NA	February, 2016 TDD Sales Tax Payment	45,311.31
		120,885.91

Approved by Board of Aldermen 03-02-16

Mayor David C. Zucker



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

MASTER SIGN PLAN APPLICATION

CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT:

Landmark Sign Company
Company Name
Brandon Simon, Graphic Designer
Printed Name, Title
175 Chesterfield Industrial Blvd.
Street Address
Chesterfield MO 63005
City/State/Zip Code
636-536-0700 Same
Telephone Facsimile

STREET ADDRESS OF SITE: 7873 State Highway N.
Dardenne Prairie, MO 63368

OWNER (attach additional):

Contract Purchaser/Developer:

Covington Realty Partners
Printed Name

Apex Network
Company Name

Kylie Kokenmaster
Printed Name

Jean-Michel Harquet
Printed Name, Title

30 S. Wacker Drive, Suite 2750
Street Address

7873 State Highway N.
Street Address

Chicago IL, 60606
City/State/Zip Code

Dardenne Prairie, MO 63368
City/State/Zip Code

312-879-7553
Telephone Facsimile

Telephone Facsimile

LEGAL DESCRIPTION OF SITE (other than address) Town Square Business
Complex Near Odessa & Happy Union

EXISTING ZONING: _____

PROPOSED USE: Apex Network Physical Therapy

TOTAL SQUARE FEET OF SIGN FACE: _____

MASTER SIGN PLAN REVIEW FEE SUBMITTED: _____

MASTER SIGN PLAN APPLICATION / CHECKLIST

1. The submitted site plan shall meet the requirements of Section 405.627 "Master Sign Plan"
2. Notwithstanding any other provision of this code to the contrary, a Master Sign Plan may be submitted for approval by the Board of Aldermen for any proposed or existing property within a Commercial or Industrial Zoning District of within the Hi-Tech Corridor District.
3. Upon the submission of a Master Sign Plan to the City Engineer, the criteria for signs provided for in the City's Sign Regulations are no longer applicable. The reasons for the variation is because the purpose of a Master Sign Plan is to provide for flexible sign criteria that promote superior design and are tailored to a specific development which may vary from general ordinance provisions, if it can be demonstrated that the proposed terms would encourage, promote, and reward good architecture and urban planning.
4. When a Master Sign Plan is submitted to the City Engineer, a completed Master Sign Plan shall be no larger than 24"x36" and include the following:
 - a. Location, size, height, construction, material and placement of signs.
 - b. Illumination level, color and type. Illumination shall conform to the City of Dardenne Prairie Lighting Ordinance.
 - c. The number of proposed signs.
 - d. Elevations of all detached signs.
 - e. Dimensions, height, square footage of all existing signs or note that none exist for both freestanding and attached signs (submit picture of all existing signage).
 - f. Description of advertising copy or wording to be displayed on signs.
 - g. Material specifications for proposed signs including sign materials and colors.
 - h. Landscaping of detached signs.
 - i. A review fee is required.
 - j. A list of all deviations from the location, size, height, construction, material and placement requirements otherwise provided for in this Article.

Note: All plans, architectural drawings, renderings or other materials or visual aids either submitted to the City Engineer or Board of Aldermen or presented at a City meeting shall become the property of the City and part of the permanent record of any approval.

_____ Two (2) copies of the master sign plan.
Additional copies for distribution to Board of Aldermen will be requested upon review by the City Engineer.

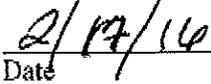
_____ The applicant is required to appear before the Board of Aldermen.

Please Note:

The Building Inspector should be consulted to determine if a Building Permit is required for any approved sign. Any business occupying the site requires approval of a Business License.



Applicant's Signature



Date

Owner's Signature

Date

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



Home » Permits and Inspections » Projects » Active Project » Review

Sign Application Check

[Review Overview](#) [Notes Overview](#) [Print Page](#)

ID# 16-044

7873 State Highway N

Sign Permit

Covington Dardenne Accusitions

IN REVIEW

Step Updates

status	date / user	time
In Review	02-16-2016 @ 12:13 pm by Terri Voss	0d 0h

Change Status

edit dates

Reviewer: 0d 0h Contractor: d h

0d 0h

Information

on	title	value
<input type="checkbox"/>	Cost of Improvement	
<input type="checkbox"/>	Receive Plans	Yes
<input type="checkbox"/>	Sign - Area Back	
<input type="checkbox"/>	Sign - Area Front	
<input type="checkbox"/>	Sign - Total Area	

Update Information Fields

Fees and Charges

on	fee	unit	formula	amount	charges
<input checked="" type="checkbox"/>	Sign Permit Fee	1	@ (\$2.00 per Sign - Total Area)	\$0.00	\$0.00
				\$0.00	\$ 0.00

Add Charges

Notes Overview for this step [Add Note](#) [Add Standard Notes](#)

Read Status : Read Unread Note Type : Comment Required Resolved 0 notes

There are no notes added. Add one now.

Back

Save



Permit No. 16-044

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

SIGN PERMIT APPLICATION CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

To the Code Enforcement Officer:

Application for permit to erect sign at: 7873 State Highway N, 63368
Location of property

Estimated Cost: \$6,000 Surface Area: _____

Type of Sign: Channel letters Height of top above ground: _____

Structural information: 1/2 acrylic letters & lighted channel letters

Electrical information: LED 47 w/ UL labels

Business Name of Erector of sign: Landmark Signs Company

Application Fee: _____

Kylie Kakermaster
OWNER

Brandon Siman LSC Representative
APPLICANT

Authorized Signature Date 2/12/10

Authorized Signature Date 2/12/10

Kylie Kakermaster
Printed Name Sr. property manager

Brandon Siman, Graphic Designer
Printed Name, Title

30-S. Wacker Dr. Suite 2750
Street Address

175 Chesterfield Ind. Blvd.
Street Address

Chicago, IL 60606
City/State/Zip Code

Chesterfield, MO 63005
City/State/Zip Code

312-879-7533 / 312-669-1300
Telephone Facsimile

636-536-0400 same-call first
Telephone Facsimile

Provide a sketch of the proposed sign showing dimensions and proposed materials and a site plan showing the proposed location of the sign on the property.

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

This permit to erect a sign expires 6 months after approval date unless otherwise extended. A building permit may need to be obtained from the City of Dardenne Prairie before construction of the sign begins. Any business occupying the site requires approval of a Business License.

Approved Disapproved By Code Enforcement Officer

Name Date

Exterior

Approved for design only
 Kylin Kalkreuth
 2-15-16

Non lit Acrylic letters

90.91'sqft allowed

51.25'sqft used



Front lit channel letters
 black perf material

90.91'sqft allowed
 86.875'sqft used



175 Chesterfield Industrial Blvd.
 Chesterfield, MO 63005
 636-536-0400
 info@landmarksignusa.com
 www.landmarksignusa.com

NOTES-

Type of Sign-
 Single-Sided
 Exterior Sign
 Aluminum Material
 Channel Lettering
 Front Size- 39" x 115" "Apexnetwork"
 and Mountain logo
 16" x 181" "Physical Therapy"
 Back Size- 45" x 132" "Apexnetwork"
 and Mountain logo
 36.5" x 162" "Physical Aquatic Therapy"
 Quantity- 1

APPROVED/AS IS
 APPROVED/AS NOTED
 REVISE & RESUBMIT

Initials _____

Address: 7873 State Highway N.
 Dardenne Prairie, MO 63368

Exterior

Non lit Acrylic letters

90.91'sqft allowed

51.25'sqft used



Front lit channel letters
black perf material

90.91'sqft allowed
86.875'sqft used



175 Chesterfield Industrial Blvd.
 Chesterfield, MO 63005
 636-536-0400
 info@landmarksignusa.com
 www.landmarksignusa.com

NOTES-

Type of Sign-

Single-Sided

Exterior Sign

Aluminum Material

Channel Lettering

Front Size- 39" x 115" "Apexnetwork"
and Mountain logo

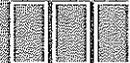
16" x 181" "Physical Therapy"

Back Size- 45" x 132" "Apexnetwork

and Mountain logo

36.5" x 162" "Physical Aquatic Therapy"

Quantity- 1



APPROVED AS IS

APPROVED AS NOTED

REVISE & RESUBMIT

Initials

THIS APPROVAL IS VALID ONLY FOR THE PROJECT AND SIGNAGE SPECIFICALLY IDENTIFIED IN THE APPROVAL. ANY CHANGES TO THE PROJECT OR SIGNAGE REQUIRE A NEW APPROVAL. THIS APPROVAL IS VALID FOR 90 DAYS FROM THE DATE OF ISSUANCE. ANY CHANGES TO THE PROJECT OR SIGNAGE REQUIRE A NEW APPROVAL.

Address: 7873 State Highway N.
 Dardenne Prairie, MO 63368

Exterior

Non lit Acrylic letters

90.91'sqft allowed
51.25'sqft used



Front lit channel letters
black perf material

90.91'sqft allowed
86.875'sqft used



175 Chesterfield Industrial Blvd.
Chesterfield, MO 63005
636-536-0400
info@landmarksignusa.com
www.landmarksignusa.com

NOTES-

Type of Sign-

Single-Sided

Exterior Sign

Aluminum Material

Channel Lettering

Front Size- 39" x 115" "Apexnetwork"
and Mountain logo
16" x 181" "Physical Therapy"

Back Size- 45" x 132" "Apexnetwork
and Mountain logo
36.5" x 162" "Physical Aquatic Therapy"
Quantity- 1



APPROVED AS IS
APPROVED AS NOTED
REVISE & RESUBMIT

Initials

THIS PROJECT HAS BEEN APPROVED BY THE CITY OF CHESTERFIELD, MISSOURI. THE CITY ENGINEER HAS REVIEWED THE PROJECT AND HAS ISSUED THIS APPROVAL. THE CITY ENGINEER'S OFFICE IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THIS PROJECT.

Address: 7873 State Highway N.
Dardenne Prairie, MO 63368

DEVELOPMENT DYNAMICS™

February 8, 2016

VIA CERTIFIED/RETURN RECEIPT

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

RECEIVED
FEB 10 2016

City of
Dardenne Prairie

YLV
11:32 am

Re: Community Improvement District Annual Reports

Pursuant to and in accordance with the Community Improvement District Act, Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "CID Act") attached please find the following list of annual reports of the districts referenced below for the fiscal years ending June 30, 2015, September 30, 2015, and December 31, 2015.

1. BARATHAVEN CID
2. BRYAN ROAD CID

If you have any questions, please contact me at (636) 561-8602, extension 221.

Sincerely,



Laura A. Lashley
Principal

x Reports on file with City Clerk

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

636.561.8602

636.561.8605

WWW.DEVELOPMENTDYNAMICS.ORG

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE A FINANCIAL ADVISORY AGREEMENT BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI AND JOY A. HOWARD D/B/A WM FINANCIAL STRATEGIES TO PROVIDE FINANCIAL ADVISORY SERVICES IN CONNECTION WITH THE ISSUANCE OF REFUNDING CERTIFICATES OF PARTICIPATION

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), previously caused the delivery of Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2008, in the original principal amount of \$3,200,000 (the "Series 2008 Certificates") and Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2009, in the original principal amount of \$900,000 (the "Series 2009 Certificates," collectively with the Series 2008 Certificates, the "Outstanding Certificates"); and

WHEREAS, the City desires to cause the delivery of refunding certificates of participation (the "Certificates") for the purpose of refinancing the Outstanding Certificates; and

WHEREAS, the City desires to engage Joy A. Howard d/b/a WM Financial Strategies (the "Financial Advisor") to advise and assist the City in connection with the sale and delivery of Certificates;

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 Financial Advisory Agreement, marked as **Exhibit A** attached hereto and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri, and Joy A. Howard d/b/a WM Financial Strategies be and hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Financial Advisory Agreement in substantially the form attached hereto.

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

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

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

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

FINANCIAL ADVISORY AGREEMENT

This Financial Advisory Agreement (the "Agreement"), dated as of _____, 2016, is between Joy A. Howard /dba/ WM Financial Strategies and the City of Dardenne Prairie, Missouri (the "City").

The City agrees to hire WM Financial Strategies and WM Financial Strategies agrees to act as financial advisor to the City to provide services relating to the issuance of Certificates of Participation (the "Certificates"), on the terms set forth below:

1. **PROJECT DESCRIPTION.** Subject to continued favorable interest rates the City intends to issue the Certificates for the purpose of advance refunding the City's outstanding Certificates of Participation, Series 2008 and Series 2009.
2. **SCOPE OF SERVICES.** The City hires WM Financial Strategies to provide the services set forth in the attached Exhibit. All services described in the Exhibit are hereby incorporated by reference.
3. **AGREEMENT TO PROVIDE INFORMATION.** The City agrees to provide WM Financial Strategies with information required to provide the services set forth herein, including financial statements, budgets, and other relevant documents.
4. **ADVISORY FEES.** WM Financial Strategies shall receive a fee equal to \$16,000 payable and contingent upon the closing of the sale of the Certificates, which sale shall be at the discretion of the City.
5. **OUT-OF-POCKET EXPENSES.** WM Financial Strategies' fee includes out-of-pocket expenses for in-house reproductions, postage and courier services.
6. **PROPERTY OWNERSHIP.** All reports, studies and data obtained or compiled as part of this Agreement shall be the property of the City. All such reports, studies and data shall be delivered promptly to the City as completed. The City may additionally request receipt of partially completed reports, studies and data in order to assess the status of completion of services.
7. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

The City of Dardenne Prairie, Missouri

WM Financial Strategies

BY: _____

BY: _____

TITLE: _____

TITLE: _____

EXHIBIT
SERVICES

- **Financing Plan**

WM Financial Strategies will develop a financing plan that will include recommendations with respect to the timing of the Certificate sale, a maturity schedule, redemption features, reserve funding, and other terms required to market the Certificates.

- **Document Preparation**

WM Financial Strategies will assist the City and Special Tax Counsel in the development of the authorizing ordinance, lease agreement, indenture, and other documents.

- **Official Statement Preparation**

WM Financial Strategies will prepare the Preliminary and Final Official Statement (collectively the "Official Statement") to be used in conjunction with the sale of the Certificates. In preparing the Official Statement WM Financial Strategies will collect, research, develop and compile data for use therein and shall attempt to remove as much of the responsibility of third party data collection as possible from the City's staff; however, the City will be responsible for the accuracy of the Official Statement.

- **Trustee**

WM Financial Strategies shall assist the City in selecting a Trustee.

- **Certificate Marketing**

WM Financial Strategies shall develop a marketing plan for the sale of Certificates including preparing a request for proposals, appraising the proposals received, recommending the firm to be selected. WM Financial Strategies shall negotiate the final terms of the sale to reflect the City's interests. In addition, WM Financial Strategies shall monitor the final rates and prices for consistency with the underwriter's (or purchaser) proposal provided that, following the execution of the Certificate Purchase Agreement, WM Financial Strategies shall not be responsible for monitoring the yields or prices assigned in any sale of the Certificates subsequent to the execution of the Purchase Agreement.

- **Rating**

WM Financial Strategies shall use its best efforts in obtaining the highest possible rating for the issue. The process to be utilized for this purpose will include making a credit review of the City, advising the City of the findings, rehearsing possible rating questions, making an analysis of areas which can be expected to be raised by the rating agency, preparing supplemental reports and schedules for the rating agency, and attending and assisting with the rating agency call.

- **Market Analysis**

In order to appropriately advise the City on the establishment of a desirable sale date and to keep the City abreast of the cost of the financing plan under development, WM Financial Strategies shall monitor the following:

- The general condition and trends in the economy.
- The condition of capital markets including the imposition of any unusual restraints on monetary supply by the Federal Reserve System.
- The status of recently sold municipal issues.
- The supply of issues coming to market.

- **Acquisition of Escrow Securities**

WM Financial Strategies shall determine the type of securities to be acquired and deposited in the escrow account and arrange for their acquisition. For refunding transactions, the securities generally consist of State and Local Government Securities which are acquired directly from the United States Treasury and were designed for tax-exempt issuers. WM Financial Strategies is an authorized agent for ordering the securities through SLGSafe, the Bureau of Public debt's required internet system. No commissions or other fees will be charged for the acquisition of securities.

- **Mathematical Computations**

WM Financial Strategies will prepare maturity schedules and other schedules showing mathematical results including the source and disbursement of funds, yield calculations, savings and escrow account calculations. These schedules will be prepared using the computer systems and proprietary software maintained by WM Financial Strategies. The schedules will be updated from time to time to reflect changes in market conditions.

- **CPA Verification**

WM Financial Strategies will prepare a request for proposal for the selection of a Certified Public Accountant to perform verification of mathematical computations as required for advance refunding transactions.

- **Attendance at Meetings**

WM Financial Strategies shall attend meetings to explain the progress of the transaction and the various documents to be adopted by the City.

- **Closing Services**

WM Financial Strategies will provide services required to effectuate the Certificate closing, including assisting with the establishment of the Certificates accounts, transfer of funds at the time of the Certificate closing, and obtaining CUSIP identification numbers.

REQUIRED DISCLOSURES

Effective June 23, 2016, the Municipal Securities Rulemaking Board requires disclosures relating to (a) conflicts of interest, (b) disciplinary events filed with the Securities and Exchange Commission, and (c) fee arrangements. These disclosures are set forth below:

- (a) WM Financial Strategies has no known conflicts of interest relating to this transaction.
- (b) Joy A. Howard has not been the subject of any disciplinary event.
- (c) This Agreement contemplates a contingent fee payable in the event the transaction is completed. The Municipal Securities Rulemaking Board has identified fees contingent on the closing of a transaction as a potential conflict of interest since it could encourage proceeding with a transaction that may no longer be feasible.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, EMPLOYING THE LAW FIRM OF GILMORE & BELL, P.C. AS SPECIAL TAX COUNSEL IN CONNECTION WITH THE PROPOSED ISSUANCE OF CERTIFICATES OF PARTICIPATION, THE PROCEEDS OF WHICH WILL BE USED TO ADVANCE REFUND OUTSTANDING CERTIFICATES OF PARTICIPATION

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), previously caused the delivery of Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2008, in the original principal amount of \$3,200,000 (the "Series 2008 Certificates") and Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2009, in the original principal amount of \$900,000 (the "Series 2009 Certificates," collectively with the Series 2008 Certificates, the "Outstanding Certificates"); and

WHEREAS, the City desires to cause the delivery of refunding certificates of participation (the "Certificates") for the purpose of refinancing the Outstanding Certificates; and

WHEREAS, Section 79.230, RSMo, provides, in pertinent part that "the mayor and board of aldermen may, by ordinance, employ special counsel to represent the city... to assist the city attorney, and pay reasonable compensation therefor;" and

WHEREAS, Gilmore & Bell, P.C. submitted to the City a Proposal for Special Tax Counsel Services dated February 10, 2016, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein (the "Proposal"); and

WHEREAS, Gilmore & Bell, P.C. has experience and expertise as Tax Counsel relating to the issuance of the Certificates;

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

SECTION 1. The law firm of Gilmore & Bell, P.C., is hereby employed as Special Tax Counsel in connection with the proposed issuance of the Certificates, the proceeds of which will be used to advance refund the City's Outstanding Certificates.

SECTION 2. That the form, terms, and provisions of the Proposal for Special Tax Counsel Services attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are in all respects approved, and the Mayor is hereby authorized, empowered and directed to accept, execute, acknowledge, deliver and administer on behalf of the City such Proposal in substantially the form attached hereto.

SECTION 3. That the legal fees in conjunction with such engagement shall not exceed those amounts set forth in the Proposal.

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

SECTION 5. Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

SECTION 6. Savings. Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Approved this _____ day of _____, 2016.

Mayor

Attest: _____
City Clerk

EXHIBIT A
[PROPOSAL FOR SPECIAL TAX COUNSEL SERVICES]



314-435-1000 MAIN
314-435-1100 FAX
GILMOREBELL.COM

GILMORE & BELL, PC
ONE METROPOLITAN SQUARE 711 N BROADWAY, SUITE 2300
ST. LOUIS, MISSOURI 63107-2761

KANSAS CITY
WICHITA
OMAHA | LINCOLN

February 10, 2016

Mayor and Board of Aldermen
Dardenne Prairie, Missouri

Re: City of Dardenne Prairie, Missouri – Proposal for Special Tax Counsel Services

Gentlemen:

We are pleased to submit this proposal to serve as special tax counsel to the City of Dardenne Prairie, Missouri, in connection with the proposed delivery of Certificates of Participation, the proceeds of which will be used to advance refund the City's outstanding Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2008, and Certificates of Participation (City of Dardenne Prairie, Missouri, Lessee), Series 2009. The purpose of this letter is to set forth our responsibilities and fees with respect to this financing.

Firm Experience

Gilmore & Bell has one of the largest public finance practices in the nation. The firm has over 50 attorneys, with offices located in St. Louis and Kansas City, Missouri, Wichita, Kansas, Omaha and Lincoln, Nebraska and Edwardsville, Illinois. In 2015, Gilmore & Bell served as bond counsel on more bond issues than any other law firm in the United States. Gilmore & Bell is the *only* law firm in Missouri with full-time bond tax attorneys (we currently have seven) whose job is to advise clients of the firm (and other attorneys in the firm) of the ever-changing federal tax statutes, regulations and rulings relating to public finance transactions. As described in this proposal, Gilmore & Bell's nationally recognized public finance experience is unparalleled in Missouri, where we have consistently ranked 1st among bond counsel firms in terms of dollar volume and the number of bond issues completed.

Gilmore & Bell is committed to the highest level of quality in the provision of all services necessary to provide the City with superior bond counsel services. In addition to providing those services which may be viewed as traditional with constant attention to quality and the needs of our clients, we believe our commitment to quality and the broad range of services which we are capable of providing, specifically our capabilities with respect to federal tax matters and federal securities matters, and the assurance that attorneys in Gilmore & Bell will never represent non-governmental interests before the City, make our law firm *uniquely* able to serve the financing needs of the City.

Scope of Services

As special tax counsel, we are engaged as recognized independent legal counsel whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations and the income tax treatment of the interest thereon.

As special tax counsel, we will perform the following services:

1. assist and advise the City and WM Financial Strategies (the "Financial Advisor") in planning the financing and structuring the issue;
2. examine applicable law as it relates to the authorization and issuance of the Certificates and our opinion, and advise the City regarding the legal authority for the issuance of the Certificates and other legal matters related to the financing;
3. prepare the Trust Indenture, Base Lease, Lease Purchase Agreement, the Escrow Agreement and all other security documents authorizing and securing the Certificates and other authorizing proceedings and legal documents relating to the authorization and issuance of the Certificates;
4. assist in preparing certain portions (described below) of the Official Statement or any other disclosure document to be disseminated in connection with the sale of the Certificates;
5. assist the City and the Financial Advisor in soliciting ratings from rating agencies and proposals from bond insurance companies, if applicable;
6. attend meetings and conferences related to the financing and otherwise consult with the parties to the transaction prior to the issuance of the Certificates;
7. assist the City or others in obtaining from governmental authorities such approvals, rulings, permissions and exemptions as we determine are necessary or appropriate with respect to the financing;
8. review certified proceedings and documents relating to the authorization and issuance of the Certificates;
9. render our legal opinion regarding the validity of the Certificates, the federal and Missouri income tax treatment of interest on the Certificates, and such related matters as may be necessary or appropriate;
10. coordinate the closing of the transaction, and after the closing assemble and distribute transcripts of the proceedings and documentation relating to the authorization and issuance of the Certificates; and
11. undertake such additional duties as we deem necessary to complete the financing and to render our opinion.

Our opinion will be executed and delivered by us in written form on the date the Certificates are exchanged for their purchase price and will be based on facts and law existing as of such date. Upon delivery of the opinion, our responsibilities as special tax counsel will be concluded with respect to this financing. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on any tax-exempt Certificates will continue to be excluded from gross income for federal

income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Certificates and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the City want our firm to assist with such compliance (e.g., arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement involving additional compensation may be required.

In rendering our opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the City or the adequacy of the security provided to the purchasers of the Certificates, and we will express no opinion relating thereto.

As special tax counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Certificates (except as described herein), nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the City, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Certificates, (ii) legal matters, (iii) Missouri and federal law pertinent to the validity of the Certificates and the income tax treatment of interest paid thereon, (iv) appropriate description or summary of the financing documents, and (v) our special tax counsel opinion.

Fees and Expenses

Based upon: (i) our current understanding of the structure and size of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, our fee as special tax counsel will be \$29,500 (inclusive of out-of-pocket expenses). **Our fee will be payable only at the successful completion of the Certificate sale. If, for any reason, the financing is not consummated we will not be entitled to any fee or reimbursement of any out-of-pocket expenses.**

Conclusion

If the foregoing terms of this proposal are acceptable, please have an authorized representative of the City sign below and return one copy to me. We appreciate this opportunity to work with the City of Dardenne Prairie.

Very truly yours,



Shannon W. Creighton

SWC:kag

ACCEPTED and APPROVED:

Date: _____, 2016.

CITY OF DARDENNE PRAIRIE, MISSOURI

By: _____
Title: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND ENTER INTO AMENDMENT OF THE AGREEMENT TO PARTICIPATE IN CONSTRUCTION FUNCTIONS OF DARDENNE PRAIRIE SEED PROJECT (FARON) DATED JULY 21, 2010 BETWEEN THE CITY OF DARDENNE PRAIRIE AND THE METROPOLITAN PARK AND RECREATION DISTRICT

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 or for a common service; and

WHEREAS, the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway (GRG) constructed the Dardenne Greenway Trail along Dardenne Creek on property owned by GRG adjacent to the BaratHaven Subdivision; and

WHEREAS, in 2007 GRG and the City entered into a long term lease agreement whereby the City undertook to manage the portions of GRG property as a public park and to maintain the Dardenne Greenway Trail within the boundaries of the leased property; and

WHEREAS, in July 2010 the City of Dardenne Prairie (City) entered into an agreement with GRG whereby the City was obligated to share costs of a major construction project associated with Bluebird Meadow and whereby the City agreed to pay GRG \$87,325 at the time a Certificate of Substantial Completion was executed, which, to date, has not been accomplished;

WHEREAS, erosion along Dardenne Creek over time has caused a portion of the Dardenne Greenway Trail to collapse, posing a safety hazard to pedestrians; and

WHEREAS, the City and GRG have agreed in principle that the City take the lead to repair and relocate portions of the Dardenne Greenway Trail which the parties estimate will cost about \$104,000; and

WHEREAS, the City and GRG have agreed that the City be relieved of its obligation to pay \$87,325 to GRG and, instead, that the City apply that \$87,325 to the cost to relocate the portion of Dardenne Greenway Trail; and

WHEREAS, GRG has agreed to pay the City \$18,342.50 toward the total estimated cost of the trail relocation; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie finds that it will promote the general welfare of the City to enter into an amendment of the Agreement to Participate in Construction Functions of Dardenne Greenway—Dardenne Prairie SEED Project dated July 21, 2010;

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

SECTION 1. That the Mayor is hereby authorized, empowered and directed to negotiate, execute, acknowledge, deliver and administer on behalf of the City the amendment to the Agreement to Participate in Construction Functions of Dardenne Greenway—Dardenne Prairie SEED Project dated July 21, 2010 in substantially the form which is attached hereto as **Exhibit A** and incorporated by reference herein.

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

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

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

Read two (2) 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"
**CONTRACT AMENDMENT FOR
AGREEMENT TO PARTICIPATE IN
CONSTRUCTION FUNCTIONS OF
Dardenne Prairie SEED Project (Faron)**

(Dardenne Greenway)

THIS CONTRACT AMENDMENT is made and entered into the ____ day of _____, 2016 by and between the **METROPOLITAN PARK AND RECREATION DISTRICT d/b/a THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter "**GRG**") and the **CITY OF DARDENNE PRAIRIE, MISSOURI** (hereinafter the "**CITY**").

WHEREAS, the **DISTRICT** and the **CITY** entered into a prior Agreement for **GRG** to plan, engineer and construct the Park Project and forward fund all related costs, dated July 21, 2010, (the "**AGREEMENT**"), as more fully described in said **AGREEMENT**, attached hereto as Exhibit A and incorporated herein; and

WHEREAS, **GRG** executed a contract with the **CITY** to construct and fund the construction cost of the Park Project as set forth in Exhibit A of the **AGREEMENT**, incorporated into the **AGREEMENT**; and

WHEREAS, **GRG** and the **CITY** have agreed to amend the **AGREEMENT** in order to amend the compensation from the **CITY** to **GRG** for the work performed by **GRG**.

NOW THEREFORE, it is mutually understood and agreed by and between **GRG** and the **CITY** to amend the previously executed **AGREEMENT** as follows:

1. **Compensation.** The **CITY** will be relieved of its reimbursement obligation (\$87,325) as set forth in Paragraph 2 of the **AGREEMENT** to **GRG** for

the Park Project. The **CITY** will apply such obligation (\$87,325) to the cost of the reroute of the Dardenne Greenway Trail in the Dardenne Greenway ("Trail Project").

3. **Payment.** Paragraph 4 of the **AGREEMENT** is amended and deleted with the following inserted in lieu thereof:

Promptly after completion of the Park Improvements, the Developer shall furnish a Certificate of Substantial Completion to the CITY and shall allow the CITY to carry out such inspections as it deems necessary to verify on behalf of the CITY to its reasonable satisfaction the accuracy of the certifications contained in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be accepted by the CITY unless the CITY furnishes Great Rivers Greenway with specific written objections to the status of the Park Improvements, describing such objections and the measures required to correct such objections, the Great Rivers Greenway shall promptly remedy or cause to be remedied the objections and shall resubmit a revised Certificate of Substantial Completion to the CITY for inspection of the remedial actions taken. The process of inspection, written objections and resubmittal of a revised Certificate of Substantial completion to the CITY shall continue until acceptance by the CITY of a Certificate of Substantial Completion. The Certificate of Substantial Completion shall be in substantially the form attached as Exhibit A, attached hereto and incorporated by reference herein.

4. **Contract.** The **CONTRACT** as amended by this **CONTRACT AMENDMENT** shall remain in force and effect in accordance with its terms.

5. **Modification.** This **CONTRACT AMENDMENT** may only be amended by written instrument signed by both **GRG** and the **CITY**.

WHEREFORE, all other terms and conditions that are not hereby amended are to remain in full force and effect.

METROPOLITAN PARK AND
RECREATIONS DISTRICT d/b/a
THE GREAT RIVERS GREENWAY
DISTRICT

By: _____

Title: _____

Date: _____

CITY OF DARDENNE PRAIRIE,
MISSOURI

By: _____

Title: _____

Date: _____

Exhibit A

(this page intentionally left blank – see following executed contract)

"Exhibit A"
**AGREEMENT TO PARTICIPATE
IN CONSTRUCTION FUNCTIONS OF
DARDENNE GREENWAY TRAIL**

(Dardenne Greenway)

This Agreement to Participate in Construction Functions of Dardenne Greenway Trail (the "Agreement") is made and entered into the ____ day of _____, 2016, by and between the **CITY OF DARDENNE PRAIRIE, MISSOURI** (hereinafter referred to as "**CITY**") and **THE GREAT RIVERS GREENWAY DISTRICT** (hereinafter referred to as "**GRG**").

WHEREAS, GRG wishes to reroute the Dardenne Greenway Trail near Lindenwood Fields (the "Trail Reroute"); and

WHEREAS, the CITY and GRG have reached agreement as to the construction of the Trail Reroute; and

WHEREAS, the estimated cost of the Trail Reroute is One Hundred and Four Thousand Dollars (\$104,000); and

WHEREAS, the CITY and GRG desire to enter into this Agreement to share the costs of constructing the Trail Reroute (the "Project").

NOW, THEREFORE, it is mutually understood and agreed by and between **GRG** and the **CITY** as follows:

1. **CITY OF DARDENNE PRAIRE OBLIGATIONS.**

- a. The **CITY** will plan, engineer and construct the Trail Reroute. The **CITY** will provide project management and oversight on the Trail Reroute and assist with coordination between **GRG** and the **CITY** and other agencies identified for the success of the Trail Reroute. The **CITY** will submit

monthly progress reports to **GRG** during the first week of each month until Trail Reroute completion. The monthly progress reports will describe the work completed, identify contractors performing the work, and detail the materials used as related to the Trail Reroute. The **CITY** will pay all Contractors for the cost of the Trail Reroute.

- b. The **CITY** will invite **GRG** to participate in any meetings or coordination regarding the construction of the Trail Reroute. **GRG** shall receive twenty-four hours advance written notice of any such meeting to be held regarding the construction of the Trail Reroute, such notice will identify the time and place of such meetings.

2. **PAYMENT.** **GRG** will reimburse the **CITY** for actual costs of the Trail Reroute over and above \$87,325, in an amount not to exceed \$18,342.50. The **CITY** will present invoices to **GRG** for Construction Costs on the first day of every calendar month after the Effective Date until the termination of this Agreement. Such invoices will include copies of the invoices submitted by the Contractors to the **CITY** detailing the work performed, the person performing the work, the detailed fees and costs therefore and the percentage of the work completed at the time of invoicing. Within thirty (30) days of **GRG's** receipt of the invoices for Construction Costs from the **CITY**, **GRG** shall pay such amount to the **CITY**.

3. **TERMINATION.** This Agreement shall terminate upon the **CITY's** acceptance of final payment from **GRG** for Construction Costs (the "Termination Date"). The **CITY** shall retain all original invoices for Total Trail Reroute Costs incurred by the **CITY** until the Termination Date. The **CITY** shall provide **GRG** copies of all invoices for

the Construction Costs of the Trail Reroute incurred by the CITY until the Termination Date. After termination of this Agreement, unless prohibited by law or protected by attorney-client privilege or as attorney-work product, each party shall, upon written request, return to the requesting party or its designee all data, records, equipment and documents belonging to the requesting party.

4. **TRAIL MAINTENANCE.** Absent an agreement to the contrary, the CITY and GRG hereby agree that, following the completion of the Trail Reroute, the CITY shall be responsible for performing, or causing to be performed, all maintenance and repairs of the improvements completed as part of the Trail Reroute as set forth in Exhibit A, attached hereto and incorporated herein.

5. **FORCE MAJEURE.** Neither GRG nor the CITY 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.

6. **BREACH OF AGREEMENT.** Either party's failure to perform any duties or obligations that such party is required to perform under this Agreement is a breach of this Agreement. Upon learning of a breach of this Agreement, the non-breaching party shall notify the breaching party, in writing, of such breach. In the event a breach of this Agreement is not remedied within thirty (30) calendar days after delivery of written notice of such breach to the breaching party, the non-breaching party will be in default. If a party is in default under this Agreement, the non-breaching party may terminate this Agreement by written notice to the breaching party, such termination to be effective upon the date of the breaching party's receipt of such notice, and may pursue any and all remedies, at law or in equity, against the breaching party for such default.

7. **COMPLIANCE ADA AND OTHER APPLICABLE LAWS.** The CITY shall ensure that contractors and their sub-contractors and consultants shall perform all tasks in strict compliance with all applicable laws, including the Americans with Disabilities Act, as Amended, 42 U.S.C. § 12101 *et seq.*, 47 U.S.C. § 225.611 and including all standards set forth in the regulations promulgated by the United States Department of Justice (2010 ADA Standards and the 2009 Draft Final Accessibility Guidelines for Outdoor Developed Areas) and Missouri's accessibility standards set out in the Missouri Revised Statutes at § 8.610 *et seq.*, as well as any modifications, amendments or update to any of these standards in effect at the time of construction. Regarding any

trail involving property owned, leased, operated or governed by the Missouri Department of Transportation (MoDot), the City will see that all requirements of that agency pertaining to this Agreement are met. Any deviation from the standards of the Americans with Disabilities Act, as Amended, Missouri's accessibility standards or MoDot requirements whether in accordance with plans or at the discretion of the City must be approved in writing by GRG or its authorized representative before construction or installation by the City. The City shall ensure that GBA's design shall further comply with all other applicable provisions of Architectural Barriers Act (42 U.S.C. § 4151 *et seq.*) and other applicable laws, regulations and ordinances.

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 GRG:

Great Rivers Greenway
6174A Delmar Blvd.
St. Louis, Missouri 63112
Attn: Executive Director

(ii) To the City:

City of Dardenne Prairie
2032 Hanely Rd.
O'Fallon, Missouri 63368
Attn: Mayor of Dardenne Prairie

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. The **CITY** and **GRG** 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 Board of Aldermen of the **CITY** authorizing its execution shall be filed in the office of the City Clerk. A copy of this Agreement and the action of the Board of Directors of **GRG** authorizing its execution shall be filed with the Secretary.

d. Choice of Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of Missouri. Any action arising out of, or concerning, this Agreement shall be brought in the Circuit Court of the City of St. Louis, Missouri. All parties to this Agreement 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. Prevailing Party. 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. Waiver. The failure of one party to require performance of any provision of this Agreement shall not affect that party's right to require performance at any time

thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

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

**METROPOLITAN PARK AND
RECREATION DISTRICT D/B/A
THE GREAT RIVERS GREENWAY
DISTRICT**

**CITY OF DARDENNE PRAIRIE,
MISSOURI**

By: _____

By: _____

Title: _____

Title: _____

Attest: _____
City Clerk

Exhibit A

Operations and Maintenance Activities (from 7.21.2010 executed contract)

The City of Dardenne Prairie shall perform the following tasks:

Maintenance and Inspections

A) Weekly or seasonal maintenance tasks

- 1) Pick up trash/empty trash cans
- 2) Check warning and regulatory signage and repair or replace if necessary
- 3) Mow Trail shoulders (3-5 feet on each side as needed)
- 4) Mow grass in non-native planting areas (as needed)
- 5) Remove illegally dumped material
- 6) Remove and haul debris blocking trail or creating a public safety concern
- 7) Remove graffiti
- 8) Maintain planted areas
- 9) Security/patrol (as needed)
- 10) Provide temporary signage for detours if sections of trail are closed for repair or inspection

B) Monthly maintenance tasks

- 1) Inspect concrete and asphalt trail system and make minor repairs as needed
- 2) Inspect crushed stone trail system and make minor repairs as needed
- 3) Inspect bridges.

C) Bi-Annual Maintenance tasks

- 1) Perform overall park inspection
- 2) Sweep trails
- 3) Leaf blowing (fall only, as needed)
- 4) Mulch landscaping (as needed)
- 5) Inspect culverts and remove silt and debris

D) Annual Maintenance tasks

- 1) Inspect and maintain, replace or repair concrete and asphalt trail surface
- 2) Seasonal growth trimming of brush and trees along trail and trailhead areas
- 3) Inspect hand rails and repair or replace if necessary
- 4) Inspect cross walks and pedestrian crossing signage
- 5) Replace landscaping as needed

- 6) Inspect and repair erosion on hillsides
- 7) Inspect parking areas, trailheads and bridges and make minor repairs
- 8) Inspect creek areas within park property and remove all blocked debris and trash

E) Year 10 Maintenance tasks

- 1) Replace trail, regulation and informational signage where needed
- 2) Replace asphalt/concrete on trails as needed
- 3) Replace painted cross walks

F) Maintenance and Inspection Logs

- 1) Maintenance and inspection logs must be kept by the City such as daily activities, hazards found and action taken, maintenance needed and performed. On a bi-annual basis, the logs must be submitted to GRG.

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 03/02/2016

Regular () Work Session (x)

ATTACHMENT: YES (x) NO ()

Contract () Ordinance () Other (x)

Request for Board Action
By: Staff

Ward All

Description: Possible Funding Applications to East-West Gateway and St. Charles County Road Board

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

• **Summary/Explanation:**

East-West Gateway Council of Governments (EWGCOG) is now accepting applications for Surface Transportation Program-Suballocated (STP-S), and Congestion Management and Air Quality Improvement (CMAQ). Applications are due Thursday, March 3, 2016. EWGCOG Staff recommendations will be presented to the Transportation Planning Committee in May 2016, with public open houses in July. Projects will be incorporated in Final FY 2017-2020 Transportation Improvement Program (TIP). Staff will seek Board approval of TIP at its August 31, 2016 meeting. The funding is available for programming in FY 2018 (preliminary engineering only), 2019, and 2020. Possible City applications for funding include:

Hanley Road Reconstruction and Improvements project application for federal and County Road Board funding.

This project is located north of Feise Road along Hanley Road for about 2,300 feet +/- . This project includes vertical and horizontal alignment, turn lanes, storm sewers, sidewalks and right-of-way acquisition. There are three options for pedestrian facilities on this project. St. Charles County supports the removal and replacement of deteriorating sidewalks, construction of missing segments of sidewalk need to fill gaps in the sidewalk infrastructure, and other improvements needed to meet ADA standards; however, does not desire to participate in the cost of on-street bike lanes, shared use paths, and other non-motorized facilities (especially those that require right-of-way or result in additional property or utility impacts).

Weldon Spring Road Improvements project application for federal and County Road Board funding.

Previously the Board of Aldermen directed the discussion with the city of O'Fallon for a joint project to improve Weldon Spring Road from its southern intersection with Technology Drive to its western intersection with Technology Drive. This project includes vertical and horizontal alignment, turn lanes, storm sewers, sidewalks/trail and right-of-way acquisition. A 50% reimbursement from the City of O'Fallon for the proposed road improvements located in the city of O'Fallon corporate limits would be by agreement.

ADA Ramp Reconstructions and Sidewalk Connections - Phase I project application for federal funding.

This project will bring over 180 City ramps and sidewalk connections into compliance with current Americans with Disabilities Act regulations.

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

The following are approximate City costs assuming 40% Federal / 50% County / 10% City funding match for the road projects and a 80% Federal / 20% City funding match. A breakdown of costs is attached. Full copies of the funding applications will be provided prior to the Board of Aldermen meeting on March 2, 2016.

- Hanley Road Reconstruction and Improvements – Opt.1 \$187,610.00; Opt.2 \$257,380.00; Opt.3 \$310,908.75
- Weldon Spring Road Improvements - \$1,051,344.04
- ADA Compliant Ramp and Sidewalk Connections and Reconstruction - \$95,345.39

Also, there is an application fee due at time of application in the amount of ½% of federal funds requested. Application fees are refundable for any unfunded projects.

RBA requested by: Luke R. Kehoe

Date: 02/26/2016



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810 Date: 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

OPTION 1 - No Bike Lanes & 5' Sidewalk on both sides of street

	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	COST
1	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
2	Removal of Improvements	LS	1	\$ 15,000.00	\$ 15,000.00
3	Contractor Furnished Survey	LS	1	\$ 5,800.00	\$ 5,800.00
	Roadway Items				
4	Class A Excavation	LS	1.00	\$ 20,241.97	\$ 20,241.97
5	Silt Fence	LF	4400	\$ 2.60	\$ 11,440.00
6	Erosion Control Mat	SY	800	\$ 7.82	\$ 6,252.52
7	Compacting in Cut	STA	10	\$ 500.00	\$ 5,000.00
8	Turf Type Tall Fescue Sod	SY	320	\$ 7.87	\$ 2,519.00
9	Seeding and Mulching	AC	1.1	\$ 3,400.00	\$ 3,740.00
10	2' Concrete Curb & Gutter	LF	5000	\$ 42.00	\$ 210,000.00
11	5' NRPCC Sidewalk (4" Thick)	SY	2600	\$ 40.00	\$ 104,000.00
12	10' NRPCC Multi-Use Trail (4" Thick)	SY	0	\$ 40.00	\$ -
13	Handicap Ramps	EA	13	\$ 2,500.00	\$ 32,500.00
14	Pedestrian Signalization at Feise Road Intersection	EA	1	\$ 9,000.00	\$ 9,000.00
15	Vehicular Lanes Concrete Pavement	SY	5600	\$ 50.00	\$ 280,000.00
16	Vehicular Lanes Type 5 Aggregate Base	SY	6900	\$ 7.50	\$ 51,750.00
17	Bicycle Lanes Concrete Pavement	SY	0	\$ 50.00	\$ -
18	Bicycle Lanes Type 5 Aggregate Base	SY	0	\$ 7.50	\$ -
19	Paved Approach (7" Thick)	SY	900	\$ 65.00	\$ 58,500.00
20	18" RCP	LF	1000	\$ 95.00	\$ 95,000.00
21	24" RCP	LF	900	\$ 112.00	\$ 100,800.00
22	36" RCP	LF	150	\$ 160.00	\$ 24,000.00
23	36" FES	EA	1	\$ 1,400.00	\$ 1,400.00
24	Utility Adjustments	LS	1	\$ 48,000.00	\$ 48,000.00
25	Segmental Block Retaining Wall	SF	1800	\$ 20.00	\$ 36,000.00
26	Single Curb Inlet	EA	16	\$ 2,000.00	\$ 32,000.00
27	Manhole	EA	3	\$ 2,000.00	\$ 6,000.00
			Sub-Total	\$ 1,138,143.49	
	Signing				
28	Permanent Signing	LS	1	\$ 5,750.00	\$ 5,750.00
			Sub-Total	\$ 5,750.00	
	Striping				
29	4" White Acrylic Waterborne Pavement Marking	LF	375	\$ 0.22	\$ 84.34
30	4" Yellow Acrylic Waterborne Pavement Marking	LF	5000	\$ 0.22	\$ 1,124.55
31	6" White Acrylic Waterborne Pavement Marking	LF	5000	\$ 1.12	\$ 5,622.77
32	Type 1 Preformed Marking Tape (8" White)	LF	90	\$ 6.19	\$ 556.65
33	Type 2 Preformed Marking Tape (Left Arrow)	EA	2	\$ 438.58	\$ 877.15
			Sub-Total	\$ 8,265.47	
34			Construction (Base Bid)		\$ 1,243,000.00
35		w/ Inflation	3.5%	1	\$ 1,287,000.00
36		Contingency (%)	15%		\$ 193,100.00
37		Design Engineering:			\$ 124,000.00
38		Right-of-Way:			\$ 182,000.00
		Construction Engineering:			\$ 90,000.00
		Rounded Total:			\$ 1,876,100.00



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810 Date: 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

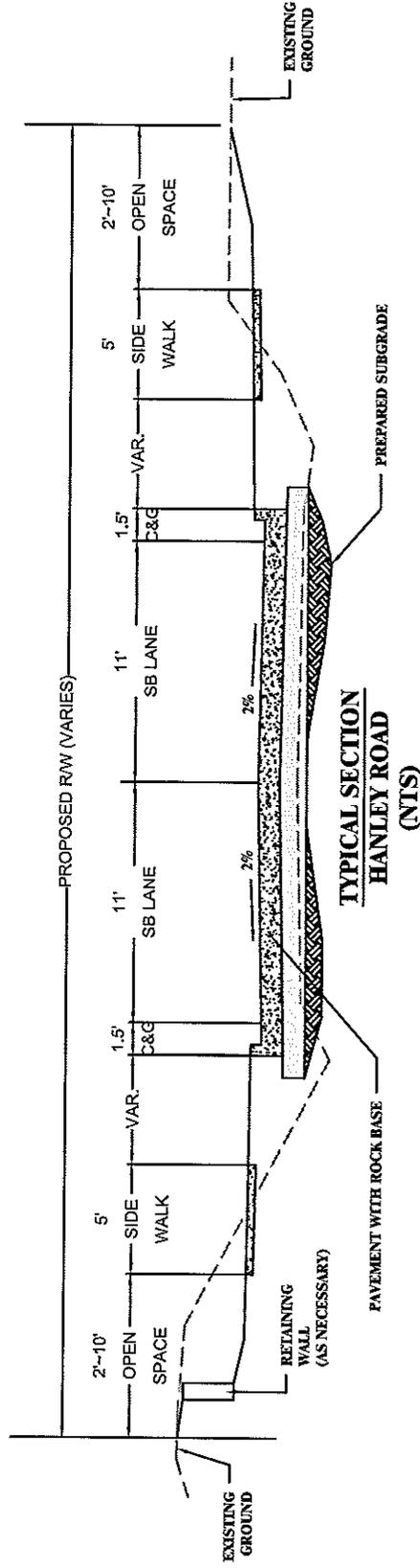
OPTION 1 - No Bike Lanes & 5' Sidewalk on both sides of street

FINANCIAL PLAN

Project Budget	2018	2019	2020	Total
PE/Plan./ Environ. Studies	\$ 124,000.00		\$ -	\$ 124,000.00
Right-of-Way	\$ -	\$ 182,000.00	\$ -	\$ 182,000.00
Implementation	\$ -	\$ -	\$ 1,480,100.00	\$ 1,480,100.00
Construction Engineering	\$ -	\$ -	\$ 90,000.00	\$ 90,000.00
			Total	\$ 1,570,100.00
Total	\$ 124,000.00	\$ 182,000.00	\$ 1,570,100.00	\$ 1,876,100.00

Split	Source of Funds	2018	2019	2020	Total
40.0%	Federal STP-S	\$ 49,600.00	\$ 72,800.00	\$ 628,040.00	\$ 750,440.00
50.0%	Local - Road & Bridge	\$ 62,000.00	\$ 91,000.00	\$ 785,050.00	\$ 938,050.00
10.0%	Local - City	\$ 12,400.00	\$ 18,200.00	\$ 157,010.00	\$ 187,610.00
100%	Total	\$ 124,000.00	\$ 182,000.00	\$ 1,570,100.00	\$ 1,876,100.00

OPTION 1



KEHOE ENGINEERING COMPANY INC.
2920 Sandtrap Drive
Dardenne Prairie, MO 63368
636.978.6008 tel. 636.898.0923 fax.
www.KehoeEngineering.com

KEC

TYPICAL SECTION

02/26/2016



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810 Date: 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

OPTION 2 - No Bike Lanes w/ 10' Trail & 5' Sidewalk on one side of street

	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	COST
1	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
2	Removal of Improvements	LS	1	\$ 15,000.00	\$ 15,000.00
3	Contractor Furnished Survey	LS	1	\$ 6,000.00	\$ 6,000.00
	Roadway Items				
4	Class A Excavation	LS	1.00	\$ 20,241.97	\$ 20,241.97
5	Silt Fence	LF	4400	\$ 2.60	\$ 11,440.00
6	Erosion Control Mat	SY	800	\$ 7.82	\$ 6,252.52
7	Compacting in Cut	STA	10	\$ 500.00	\$ 5,000.00
8	Turf Type Tall Fescue Sod	SY	320	\$ 7.87	\$ 2,519.00
9	Seeding and Mulching	AC	1.1	\$ 3,400.00	\$ 3,740.00
10	2' Concrete Curb & Gutter	LF	5000	\$ 42.00	\$ 210,000.00
11	5' NRPCC Sidewalk (4" Thick)	SY	1400	\$ 40.00	\$ 56,000.00
12	10' NRPCC Multi-Use Trail (4" Thick)	SY	2600	\$ 40.00	\$ 104,000.00
13	Handicap Ramps	EA	13	\$ 2,500.00	\$ 32,500.00
14	Pedestrian Signalization at Feise Road Intersection	EA	1	\$ 9,000.00	\$ 9,000.00
15	Vehicular Lanes Concrete Pavement	SY	5600	\$ 50.00	\$ 280,000.00
16	Vehicular Lanes Type 5 Aggregate Base	SY	6900	\$ 7.50	\$ 51,750.00
17	Bicycle Lanes Concrete Pavement	SY	0	\$ 50.00	\$ -
18	Bicycle Lanes Type 5 Aggregate Base	SY	0	\$ 7.50	\$ -
19	Paved Approach (7" Thick)	SY	900	\$ 65.00	\$ 58,500.00
20	18" RCP	LF	1000	\$ 95.00	\$ 95,000.00
21	24" RCP	LF	900	\$ 112.00	\$ 100,800.00
22	36" RCP	LF	150	\$ 160.00	\$ 24,000.00
23	36" FES	EA	1	\$ 1,400.00	\$ 1,400.00
24	Utility Adjustments	LS	1	\$ 48,000.00	\$ 48,000.00
25	Segmental Block Retaining Wall	SF	1800	\$ 20.00	\$ 36,000.00
26	Single Curb Inlet	EA	16	\$ 2,000.00	\$ 32,000.00
27	Manhole	EA	3	\$ 2,000.00	\$ 6,000.00
			Sub-Total	\$ 1,194,143.49	
	Signing				
28	Permanent Signing	LS	1	\$ 5,750.00	\$ 5,750.00
			Sub-Total	\$ 5,750.00	
	Striping				
29	4" White Acrylic Waterborne Pavement Marking	LF	375	\$ 0.22	\$ 84.34
30	4" Yellow Acrylic Waterborne Pavement Marking	LF	5000	\$ 0.22	\$ 1,124.55
31	6" White Acrylic Waterborne Pavement Marking	LF	5000	\$ 1.12	\$ 5,622.77
32	Type 1 Preformed Marking Tape (8" White)	LF	90	\$ 6.19	\$ 556.65
33	Type 2 Preformed Marking Tape (Left Arrow)	EA	2	\$ 438.58	\$ 877.15
			Sub-Total	\$ 8,265.47	
			Construction (Base Bid)		\$ 1,299,000.00
34		w/ Inflation	3.5%	1	\$ 1,344,000.00
35		Contingency (%)	15%		\$ 201,600.00
36		Design Engineering:		\$ 130,000.00	
37		Right-of-Way:		\$ 182,000.00	
38		Construction Engineering:		\$ 100,000.00	
			Rounded Total:	\$ 1,957,600.00	



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810

Date: 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

OPTION 2 - No Bike Lanes w/ 10' Trail & 5' Sidewalk on one side of street

FINANCIAL PLAN

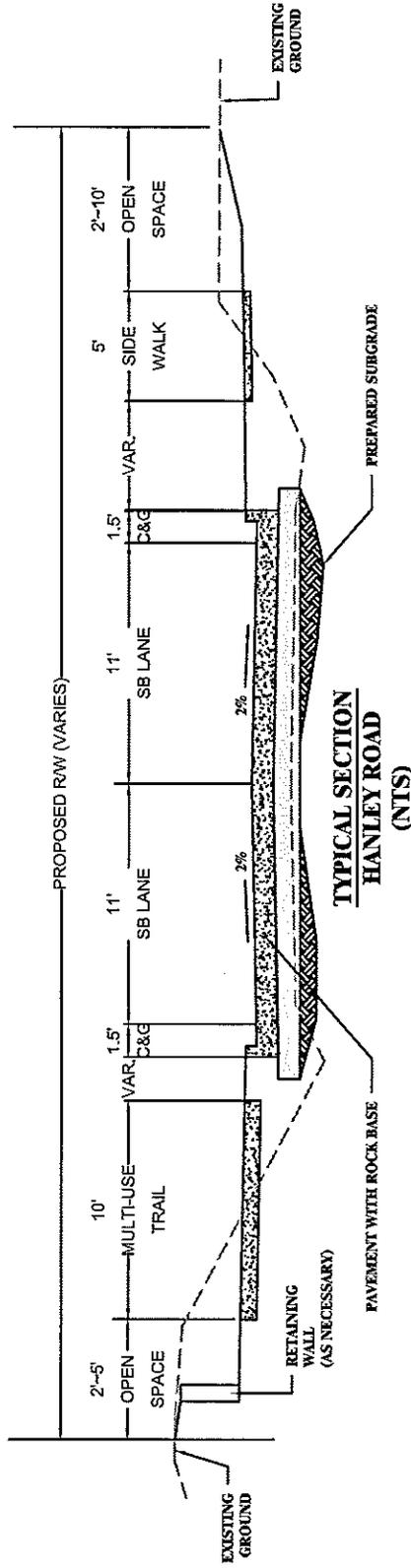
Project Budget	2018	2019	2020	Total
PE/Plan./ Environ. Studies	\$ 130,000.00		\$ -	\$ 130,000.00
Right-of-Way	\$ -	\$ 182,000.00	\$ -	\$ 182,000.00
Implementation	\$ -	\$ -	\$ 1,545,600.00	\$ 1,545,600.00
Construction Engineering	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
			Total	\$ 1,645,600.00
Total	\$ 130,000.00	\$ 182,000.00	\$ 1,645,600.00	\$ 1,957,600.00

Split	Source of Funds	2018	2019	2020	Total
40.0%	Federal STP-S	\$ 52,000.00	\$ 72,800.00	\$ 658,240.00	\$ 783,040.00
46.9%	Local - Road & Bridge ¹	\$ 65,000.00	\$ 91,000.00	\$ 761,180.00	\$ 917,180.00
13.1%	Local - City ²	\$ 13,000.00	\$ 18,200.00	\$ 226,180.00	\$ 257,380.00
100%	Total	\$ 130,000.00	\$ 182,000.00	\$ 1,645,600.00	\$ 1,957,600.00

¹excludes 100% of Bicycle Lane Construction and ROW Costs ²includes 100% of Bicycle Lane Construction and ROW Cost

Road Board Excluded Non-Motorized Facilities Related Costs	Total	Federal STP-S	Road & Bridge	City
12 Multi-Use Trail	\$ 104,000.00	\$ 41,600.00	\$ -	\$ 62,400.00
Total	\$ 104,000.00	\$ 41,600.00	\$ -	\$ 62,400.00

OPTION 2



KEHOE ENGINEERING COMPANY INC.
 2920 Sandtrap Drive
 Dardenne Prairie, MO 63368
 636.978.6008 tel. 636.898.0923 fax.
www.kehoeEngineering.com

TYPICAL SECTION

02/26/2016



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810 Date: 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

OPTION 3 - Bike Lanes w/ 5' Sidewalks on both sides of street

	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	COST
1	Mobilization	LS	1	\$ 70,000.00	\$ 70,000.00
2	Removal of Improvements	LS	1	\$ 15,000.00	\$ 15,000.00
3	Contractor Furnished Survey	LS	1	\$ 6,500.00	\$ 6,500.00
	Roadway Items				
4	Class A Excavation	LS	1.00	\$ 20,241.97	\$ 20,241.97
5	Silt Fence	LF	4400	\$ 2.60	\$ 11,440.00
6	Erosion Control Mat	SY	800	\$ 7.82	\$ 6,252.52
7	Compacting in Cut	STA	10	\$ 500.00	\$ 5,000.00
8	Turf Type Tall Fescue Sod	SY	320	\$ 7.87	\$ 2,519.00
9	Seeding and Mulching	AC	1.1	\$ 3,400.00	\$ 3,740.00
10	2' Concrete Curb & Gutter	LF	5000	\$ 42.00	\$ 210,000.00
11	5' NRPCC Sidewalk (4" Thick)	SY	2600	\$ 40.00	\$ 104,000.00
12	10' NRPCC Multi-Use Trail (4" Thick)	SY	0	\$ 40.00	\$ -
13	Handicap Ramps	EA	13	\$ 2,500.00	\$ 32,500.00
14	Pedestrian Signalization at Feise Road Intersection	EA	1	\$ 9,000.00	\$ 9,000.00
15	Vehicular Lanes Concrete Pavement	SY	5600	\$ 50.00	\$ 280,000.00
16	Vehicular Lanes Type 5 Aggregate Base	SY	6900	\$ 7.50	\$ 51,750.00
17	Bicycle Lanes Concrete Pavement	SY	2600	\$ 50.00	\$ 130,000.00
18	Bicycle Lanes Type 5 Aggregate Base	SY	2600	\$ 7.50	\$ 19,500.00
19	Paved Approach (7" Thick)	SY	900	\$ 65.00	\$ 58,500.00
20	18" RCP	LF	1000	\$ 95.00	\$ 95,000.00
21	24" RCP	LF	900	\$ 112.00	\$ 100,800.00
22	36" RCP	LF	150	\$ 160.00	\$ 24,000.00
23	36" FES	EA	1	\$ 1,400.00	\$ 1,400.00
24	Utility Adjustments	LS	1	\$ 48,000.00	\$ 48,000.00
25	Segmental Block Retaining Wall	SF	1800	\$ 20.00	\$ 36,000.00
26	Single Curb Inlet	EA	16	\$ 2,000.00	\$ 32,000.00
27	Manhole	EA	3	\$ 2,000.00	\$ 6,000.00
			Sub-Total	\$ 1,287,643.49	
	Signing				
28	Permanent Signing	LS	1	\$ 5,750.00	\$ 5,750.00
			Sub-Total	\$ 5,750.00	
	Striping				
29	4" White Acrylic Waterborne Pavement Marking	LF	375	\$ 0.22	\$ 84.34
30	4" Yellow Acrylic Waterborne Pavement Marking	LF	5000	\$ 0.22	\$ 1,124.55
31	6" White Acrylic Waterborne Pavement Marking	LF	5000	\$ 1.12	\$ 5,622.77
32	Type 1 Preformed Marking Tape (8" White)	LF	90	\$ 6.19	\$ 556.65
33	Type 2 Preformed Marking Tape (Left Arrow)	EA	2	\$ 438.58	\$ 877.15
			Sub-Total	\$ 8,265.47	
			Construction (Base Bid)		\$ 1,393,000.00
34		w/ Inflation	3.5%	1	\$ 1,442,000.00
35		Contingency (%)	15%		\$ 216,300.00
36		Design Engineering:			\$ 139,000.00
37		Right-of-Way:			\$ 206,000.00
38		Construction Engineering:			\$ 100,000.00
			Rounded Total:		\$ 2,103,300.00



KEHOE ENGINEERING COMPANY, INC.

Hanley Road Reconstruction and Improvements

Project No.: 970810 **Date:** 02/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

OPTION 3 - Bike Lanes w/ 5' Sidewalks on both sides of street

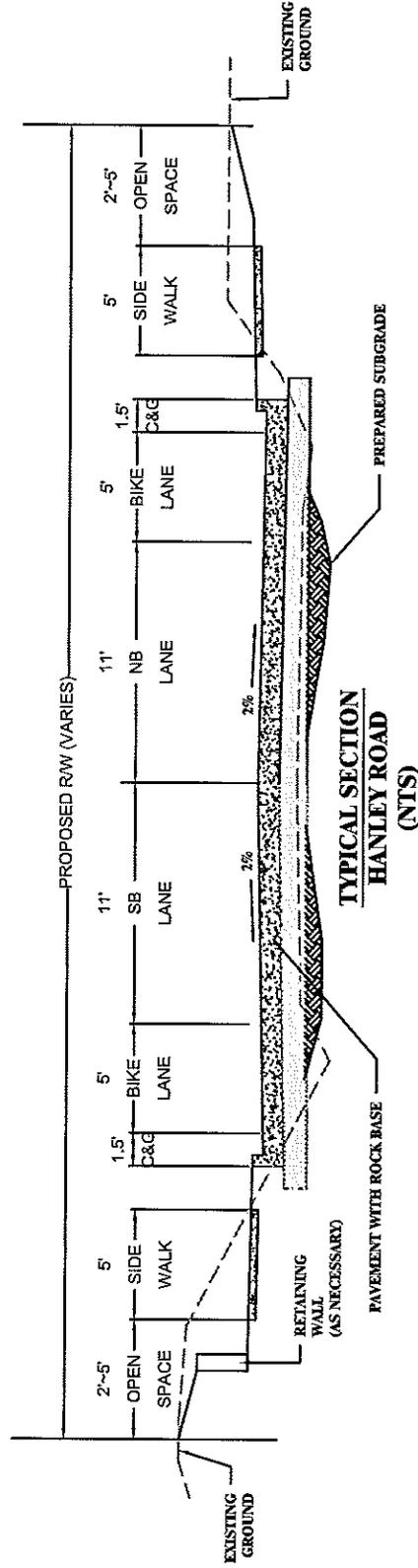
FINANCIAL PLAN

Project Budget	2018	2019	2020	Total
PE/Plan./ Environ. Studies	\$ 139,000.00		\$ -	\$ 139,000.00
Right-of-Way	\$ -	\$ 206,000.00	\$ -	\$ 206,000.00
Implementation	\$ -	\$ -	\$ 1,658,300.00	\$ 1,658,300.00
Construction Engineering	\$ -	\$ -	\$ 100,000.00	\$ 100,000.00
			Total	\$ 1,758,300.00
Total	\$ 139,000.00	\$ 206,000.00	\$ 1,758,300.00	\$ 2,103,300.00

Split	Source of Funds	2018	2019	2020	Total
40.0%	Federal STP-S	\$ 55,600.00	\$ 82,400.00	\$ 703,320.00	\$ 841,320.00
45.2%	Local - Road & Bridge	\$ 69,500.00	\$ 91,000.00	\$ 790,571.25	\$ 951,071.25
14.8%	Local - City	\$ 13,900.00	\$ 32,600.00	\$ 264,408.75	\$ 310,908.75
100%	Total	\$ 139,000.00	\$ 206,000.00	\$ 1,758,300.00	\$ 2,103,300.00

Road Board Excluded Non-Motorized Facilities Related Costs	Total	Federal STP-S	Road & Bridge	City
17 Bicycle Lanes Concrete Pavement	\$ 130,000.00	\$ 52,000.00	\$ -	\$ 78,000.00
18 Bicycle Lanes Type 5 Aggregate Base	\$ 19,500.00	\$ 7,800.00	\$ -	\$ 11,700.00
Additional Right-of-Way	\$ 24,000.00	\$ 9,600.00	\$ -	\$ 14,400.00
Total	\$ 173,500.00	\$ 69,400.00	\$ -	\$ 104,100.00

OPTION 3



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 636.978.6008 tel. 636.898.0923 fax.
 www.KehoeEngineering.com

TYPICAL SECTION

02/26/2016



KEHOE ENGINEERING COMPANY, INC.

Weldon Spring Road Improvements

Project No.: 970810 Date: 2/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

Construction Cost Estimate
Weldon Spring Road Improvements

Approx. Length: 2 miles

Table with columns: Quantity, Unit, Unit Cost, Current Total. Rows include GRADING (1-6), EROSION & SEDIMENT CONTROL (7), STORM SEWERS (8), PAVEMENT (9-16), MISCELLANEOUS (17-22), and summary rows for TOTAL, ROW TOTAL, PRELIMINARY ENGINEERING TOTAL, CONSTRUCTION ENGINEERING TOTAL, and PROJECT TOTAL.

Note: estimate is preliminary representing the best judgment of project quantities/costs at this point in the project development and that feasibility and design requirements will determine actual project quantities/costs.



KEHOE ENGINEERING COMPANY, INC.

Weldon Spring Road Improvements

Project No.: 970810 Date: 2/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

Construction Cost Estimate
Weldon Spring Road Improvements

Approx. Length: 2 miles

FINANCIAL PLAN

Project Budget	2018	2019	2020	Total
PE/Plan./ Environ. Studies	\$659,398.50		\$ -	\$ 659,398.50
Right-of-Way	\$ -	\$659,398.50	\$ -	\$ 659,398.50
Implementation	\$ -	\$ -	\$7,912,782.00	\$ 7,912,782.00
Construction Engineering	\$ -	\$ -	\$494,548.88	\$ 494,548.88
			Total	\$ 8,407,330.88
Total	\$ 659,398.50	\$659,398.50	\$8,407,330.88	\$ 9,726,127.88

Split	Source of Funds	2018	2019	2020	Total
40.00%	Federal STP-S	\$263,759.40	\$263,759.40	\$ 3,362,932.35	\$ 3,890,451.15
49.19%	Local - Road & Bridge + City of O'Fallon	\$329,699.25	\$329,699.25	\$ 4,124,934.19	\$ 4,784,332.69
10.81%	Local - City	\$65,939.85	\$ 65,939.85	\$ 919,464.34	\$ 1,051,344.04
100.0%	Total	\$ 659,398.50	\$659,398.50	\$8,407,330.88	\$ 9,726,127.88

Road Board Excluded Non-Motorized Facilities Related Costs	Total	Federal STP-S	Road & Bridge	City
15 Alt. Item - 8' WIDE ASPHALT TRAIL	\$127,500.00	\$ 51,000.00	\$ -	\$ 76,500.00
Total	\$ 127,500.00	\$ 51,000.00	\$ -	\$ 76,500.00



KEHOE ENGINEERING COMPANY, INC.

ADA Compliance Ramp and Sidewalk Connections, Phase I

Project No.: 971300

Date: 2/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary not for Construction

	DESCRIPTION OF ITEM	UNIT	QUANTITY	UNIT COST	COST
1	ADA Ramp Installations	EA	189	\$ 1,700.00	\$ 321,300.00
2	Sidewalk Construction	SF	5890	\$ 7.00	\$ 41,230.00
				Roadway Items Sub-Total	\$ 362,530.00
				Preliminary Engineering	\$ 43,503.60
				Contingency	\$ 36,253.00
				Inflation	\$ 7,250.60
				Right-of-Way	\$ -
				Implementation	\$ 406,033.60
				Construction Engineering:	\$ 27,189.75
				Total:	\$ 476,726.95



KEHOE ENGINEERING COMPANY, INC.

ADA Compliance Ramp and Sidewalk Connections, Phase I

Project No.: 971300

Date: 2/26/2016

Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary not for Construction

FINANCIAL PLAN

Project Budget	2018	2019	2020	Total
PE/Plan./ Environ. Studies	\$ 43,503.60		\$ -	\$ 43,503.60
Right-of-Way	\$ -	\$ -	\$ -	\$ -
Implementation	\$ -	\$ -	\$ 406,033.60	\$ 406,033.60
Construction Engineering	\$ -	\$ -	\$ 27,189.75	\$ 27,189.75
			Total	\$ 433,223.35
Total	\$ 43,503.60	\$ -	\$ 433,223.35	\$ 476,726.95

Split	Source of Funds	2018	2019	2020	Total
80%	STP-S	\$ 34,802.88	\$ -	\$ 346,578.68	\$ 381,381.56
0%	Local - Road & Bridge	\$ -	\$ -	\$ -	\$ -
20%	Local - City	\$ 8,700.72	\$ -	\$ 86,644.67	\$ 95,345.39
100%	Total	\$ 43,503.60	\$ -	\$ 433,223.35	\$ 476,726.95

BILL NO. 16-07

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND CITY TREASURER TO EXECUTE AN FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM SURFACE TRANSPORTATION PROGRAM-SUBALLOCATED FUNDS (STP-S) NEW PROJECT APPLICATION WITH EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE HANLEY ROAD RECONSTRUCTION AND IMPROVEMENTS PROJECT AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie has approved a road improvement project for the City of Dardenne Prairie for Hanley Road (the “Hanley Road Reconstruction and Improvements Project”); and

WHEREAS, the total cost of the Hanley Road Reconstruction and Improvements Project is estimated to be \$1,876,100 (the “Project Cost”); and

WHEREAS, the Board of Aldermen desires to submit an FY 2017-2020 Transportation Improvement Program Surface Transportation Program-Suballocated Funds (STP-S) New Project Application (the “STP-S Application”) with East-West Gateway Coordinating Council (“East-West Gateway”) for receipt of federal funds to offset the cost of the Hanley Road Reconstruction and Improvements Project; and

WHEREAS, the Board of Aldermen desires to submit an STP-S Application requesting federal funds equal to \$750,440 for the Hanley Road Reconstruction and Improvements Project (the “Requested Funds”); and

WHEREAS, a project application fee of ½% of the Requested Funds equaling \$3752.20 (the “Application Fee”) must be submitted with the STP-S Application; and

WHEREAS, if the STP-S Application is approved, East-West Gateway will retain the application fee, but if the STP-S Application is denied, the Application Fee will be returned to the City;

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

SECTION 1. That upon completion by the City Engineer, the Mayor and the City Treasurer be and they are hereby authorized and directed to execute the STP-S Application, a copy

of which is attached hereto as **Exhibit A** and incorporated by reference herein, requesting funds for the Hanley Road Reconstruction and Improvements Project.

SECTION 2. That Board of Aldermen hereby authorizes the expenditure in the amount of Three Thousand Seven Hundred Fifty-two and 20/100 Dollars (\$3,752.20) for the Application Fee for the STP-S Application and directs the City Treasurer to amend the budget accordingly to reflect said expenditure.

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 be in full force and take effect from and after its final passage and approval.

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

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

As Presiding officer and as Mayor

Approved this _____ day of _____, 2016.

Mayor

Attest: _____
City Clerk

EXHIBIT A

[ATTACH COPY OF HANLEY APPLICATION]

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR AND CITY TREASURER TO EXECUTE AN FY 2017-2020 TRANSPORTATION IMPROVEMENT PROGRAM SURFACE TRANSPORTATION PROGRAM-SUBALLOCATED FUNDS (STP-S) NEW PROJECT APPLICATION WITH EAST-WEST GATEWAY COORDINATING COUNCIL FOR FINANCING OF THE ADA COMPLIANT RAMP AND SIDEWALK CONNECTIONS AND RECONSTRUCTION PROJECT AND AUTHORIZING AN EXPENDITURE FOR THE APPLICATION FEE FOR SAME

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie has approved an improvement project for the improvement of and reconstruction of sidewalk ramps and connections for sidewalks for the City of Dardenne Prairie to comply with requirements of the Americans with Disabilities Act (the “ADA Compliant Ramp and Sidewalk Connections and Reconstruction Project”); and

WHEREAS, the total cost of the ADA Compliant Ramp and Sidewalk Connections and Reconstruction Project is estimated to be \$476,727.00 (the “Project Cost”); and

WHEREAS, the Board of Aldermen desires to submit an FY 2017-2020 Transportation Improvement Program Surface Transportation Program-Suballocated Funds (STP-S) New Project Application (the “STP-S Application”) with East-West Gateway Coordinating Council (“East-West Gateway”) for receipt of federal funds to offset the cost of the ADA Compliant Ramp and Sidewalk Connections and Reconstruction Project; and

WHEREAS, the Board of Aldermen desires to submit an STP-S Application requesting federal funds equal to \$381,381.56 for the ADA Compliant Ramp and Sidewalk Connections and Reconstruction Project (the “Requested Funds”); and

WHEREAS, a project application fee of ½% of the Requested Funds equaling \$1,906.91 (the “Application Fee”) must be submitted with the STP-S Application; and

WHEREAS, if the STP-S Application is approved, East-West Gateway will retain the application fee, but if the STP-S Application is denied, the Application Fee will be returned to the City;

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

SECTION 1. That upon completion by the City Engineer, the Mayor and the City Treasurer be and they are hereby authorized and directed to execute the STP-S Application, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, requesting funds for the ADA Compliant Ramp and Sidewalk Connections and Reconstruction Project.

SECTION 2. That Board of Aldermen hereby authorizes the expenditure in the amount of One Thousand Nine Hundred Six and 91/100 Dollars (\$1,906.91) for the Application Fee for the STP-S Application and directs the City Treasurer to amend the budget accordingly to reflect said expenditure.

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 be in full force and take effect from and after its final passage and approval.

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

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

As Presiding officer and as Mayor

Approved this _____ day of _____, 2016.

Mayor

Attest: _____
City Clerk

EXHIBIT A

[ATTACH COPY OF SIDEWALK IMPROVEMENT APPLICATION]

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AUTHORIZING THE MAYOR AND CITY
TREASURER TO EXECUTE AN FY 2017-2020
TRANSPORTATION IMPROVEMENT PROGRAM
SURFACE TRANSPORTATION PROGRAM-
SUBALLOCATED FUNDS (STP-S) NEW PROJECT
APPLICATION WITH EAST-WEST GATEWAY
COORDINATING COUNCIL FOR FINANCING OF THE
WELDON SPRING ROAD IMPROVEMENTS PROJECT
AND AUTHORIZING AN EXPENDITURE FOR THE
APPLICATION FEE FOR SAME**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie has approved a road improvement project for the City of Dardenne Prairie for Weldon Spring Road (the “Weldon Spring Road Improvements Project”); and

WHEREAS, the total cost of the Weldon Spring Road Improvements Project is estimated to be \$9,397,225.00 (the “Project Cost”); and

WHEREAS, the Board of Aldermen desires to submit an FY 2017-2020 Transportation Improvement Program Surface Transportation Program-Suballocated Funds (STP-S) New Project Application (the “STP-S Application”) with East-West Gateway Coordinating Council (“East-West Gateway”) for receipt of federal funds to offset the cost of the Weldon Spring Road Improvements Project; and

WHEREAS, the Board of Aldermen desires to submit an STP-S Application requesting federal funds equal to \$3,758,890.00 for the Weldon Spring Road Improvements Project (the “Requested Funds”); and

WHEREAS, a project application fee of ½% of the Requested Funds equaling \$18,794.45 (the “Application Fee”) must be submitted with the STP-S Application; and

WHEREAS, if the STP-S Application is approved, East-West Gateway will retain the application fee, but if the STP-S Application is denied, the Application Fee will be returned to the City;

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

SECTION 1. That upon completion by the City Engineer, the Mayor and the City Treasurer be and they are hereby authorized and directed to execute the STP-S Application, a copy

of which is attached hereto as **Exhibit A** and incorporated by reference herein, requesting funds for the Weldon Spring Road Improvements Project.

SECTION 2. That Board of Aldermen hereby authorizes the expenditure in the amount of Eighteen Thousand Seven Hundred Ninety-four and 45/100 Dollars (\$18,794.45) for the Application Fee for the STP-S Application and directs the City Treasurer to amend the budget accordingly to reflect said expenditure.

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 be in full force and take effect from and after its final passage and approval.

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

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

As Presiding officer and as Mayor

Approved this _____ day of _____, 2016.

Mayor

Attest: _____
City Clerk

EXHIBIT A

[ATTACH COPY OF WELDON SPRING APPLICATION]