

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

**BOARD OF ALDERMEN
WORKSHOP AGENDA
MAY 18, 2016
5:30 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Possible Funding Applications to St. Charles County Road Board (Kehoe)
2. Community Development Block Grant (Mayor)
3. Short Term Goals (0 – 3 year projects)
4. Long Term Goals (3 – 10 year projects)
5. Review of Board of Aldermen Meeting Agenda (05-18-16)

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 05/18/2016

Regular (x) Work Session (x)

ATTACHMENT: YES (x) NO ()

Contract () Ordinance (x) Other (x)

**Request for Board Action
By: Staff**

Ward 1

Description: Possible Funding Applications to St. Charles County Road Board

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

• **Summary/Explanation:**

The Saint Charles County Road Board is now accepting Transportation Improvement Program (TIP) funding applications. The City made application to East-West Gateway Council of Governments (EWGCOG) for Surface Transportation Program-Suballocated (STP-S) funding in March 2016. It is expected that the City will obtain Federal funding for the Hanley Road Reconstruction and Improvements project application (40% of total project costs).

EWGCOG is planning to hold public open houses in July 2016. Awarded projects will be incorporated in Final FY 2017-2020 TIP. EWGCOG staff will seek its board TIP approval at its August 31, 2016 meeting. Federal funding will be available for programming in FY 2018 (preliminary engineering only), 2019, and 2020.

The St. Charles County Road Board applications are due Tuesday, May 31, 2016. 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. 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.

• **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. A breakdown of costs is attached.

- Hanley Road Reconstruction and Improvements – \$187,610.00
- Weldon Spring Road Improvements - \$1,051,344.04

There is no application fee required by the St. Charles County Road Board for any requested funds.

RBA requested by: Luke R. Kehoe

Date: 05/12/2016

	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

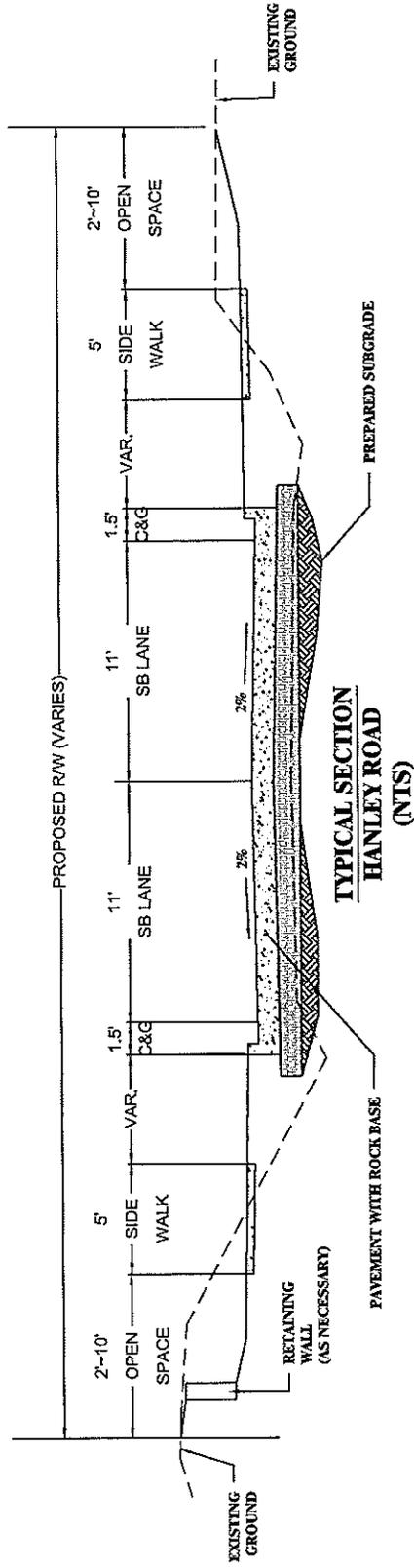
Engineer's Opinion of Probable Construction Costs

Concept Plan - Preliminary Not for Construction

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



TYPICAL SECTION

02/26/2016

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

KEC



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 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include GRADING items 1-6 and a sub-total of \$996,000.00.

Table with 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include EROSION & SEDIMENT CONTROL item 7 and a sub-total of \$50,000.00.

Table with 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include STORM SEWERS item 8 and a sub-total of \$1,000,000.00.

Table with 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include PAVEMENT items 9-16 and a sub-total of \$3,400,000.00.

Table with 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include MISCELLANEOUS items 17-22 and a sub-total of \$925,000.00.

Summary table with 2 columns: Description, Amount. Rows include TOTAL (\$6,371,000.00), TOTAL w/ INFLATION 3.5% (\$6,593,985.00), CONTINGENCY (20%) (\$1,318,797.00), and CONSTRUCTION TOTAL (\$7,912,782.00).

ROW TOTAL \$659,398.50

Table with 4 columns: Quantity, Unit, Unit Cost, Current Total. Rows include PRELIMINARY ENGINEERING TOTAL (\$659,398.50) and CONSTRUCTION ENGINEERING TOTAL (\$494,548.88).

PROJECT TOTAL \$9,726,127.88

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

RBA FORM (OFFICE USE)

MEETING DATE: **May 18, 2016**

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other (X)

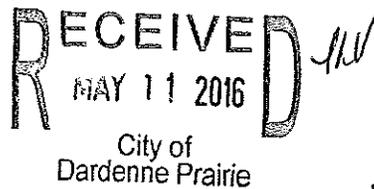
Request for Board Action
By: Mayor ZUCKER

• **Description:**

Shall Dardenne Prairie renew participation with St. Charles County to receive Community Development Block Grant (CDBG) funds?

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

- Dardenne Prairie joined Wentzville, Lake St. Louis, Weldon Spring, Cottleville, St. Peters and St. Paul in 2010 to create an “Urban County” making all participant cities eligible to receive federal block grants from US Dep’t of Housing and Urban Development. The current agreement expires at the end of 2016 and St. Charles County has invited Dardenne Prairie to renew its participation. The County requests that we inform them of our intention by May 27. County Executive Ehlmann’s letter is attached.
- Over a 5-year period 63 households in Dardenne Prairie have received some sort of federal aid. An explanation of just what sort of aid will be provided at the Workshop. A summary of aid categories is attached.
- Participation in the program requires adoption of a cooperative agreement which is attached. Please examine the agreement to see some of the obligations that the City would undertake in exchange for being eligible to receive federal funds.
- Please read carefully the attached letter from the Town Council of the City of Castle Rock, Colorado which decided to opt out of the CDBG program because of the imposition by HUD of 377 pages of new rules which, according to the letter, would empower HUD to over-rule planning and zoning decisions and code provisions of the city. Our City’s policy of limiting multi-family housing development would be a target for HUD over-ride.
- I urge the BOA to carefully consider the price to be paid for the prospect of receiving federal funds.
- Budget Impact: unknown



Steve Ehlmann
County Executive

Joann Leykam
Director of Administration

Don Boehmer
Assistant Director of Administration -
Intergovernmental Affairs

Jennifer George
Assistant Director of Administration

May 10, 2016

The Honorable David Zucker
Mayor of Dardenne Prairie
2032 Hanley
Dardenne Prairie, MO 63366

Re: Urban County Cooperative – Community Development Block Grant

Dear Mayor:

The purpose of this letter is to inform you that municipalities in St. Charles County have an opportunity to join the County as part of a cooperative Urban County designation by the U.S. Department of Housing and Urban Development (HUD) and receive Community Development Block Grant (CDBG) funds to improve the lives of our residents. Those municipalities which have since 2010 participated in the Urban County cooperative must renew in 2016, and nonparticipating jurisdictions now have the opportunity to join should you choose to do so.

In 2010, the municipalities of Wentzville, Lake St. Louis, Dardenne Prairie, Weldon Spring, Cottleville, St. Peters, and St. Paul signed cooperation agreements with St. Charles County to allow HUD to create an “Urban County” designation for these entities. This designation has allowed these jurisdictions to become eligible to receive Community Development Block Grant (CDBG) funds directly from HUD and, because of our combined population base, be awarded funds beyond what the three entitlement communities of St. Peters, St. Charles and O’Fallon would receive. Over the past six years, roughly \$2.7 million in additional funding has been realized for various CDBG eligible programs than what could have been obtained had the Urban County not been formed.

Over the past six program years, the programming of CDBG funds has been concentrated in a few areas of primary concern and, to a large extent, structured so that eligibility to participate has been throughout the Urban County. These program areas have been **Neighborhood Stability**, including housing rehabilitation and demolition; and **Public Services**, which focuses on transportation assistance for the elderly and disabled as well as homelessness. In addition to these areas, some funds, as required by HUD, were allocated to address identified fair housing impediments. A summary of program accomplishments from 2011-2015 is attached. (Data for 2016 funds is not included as these programs will not be funded until the second half of 2016.)

The original cooperation agreements were for one 3-year term with an additional 3-year term if no jurisdictions opted out. The last year of the current agreements ends on December 31, 2016. In order to continue being designated an "Urban County," and thereby qualify for CDBG funding, it will be necessary for governmental jurisdictions, collectively comprising 200,000 or more residents, to enter into a new cooperative agreement, and for HUD to recertify the County as an "Urban County." This recertification process must occur in early 2016 in order to be eligible for 2017 funding.

The County is willing to renew agreements and recertify as an "Urban County" if there are other jurisdictions that will join this effort to meet or exceed certification requirements. As the current participating jurisdictions may recall, the cooperation agreement must state that the County and the cooperating unit of general local government agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities. The agreements have a 3-year time frame with an automatic renewal for one additional 3-year period. A draft cooperation agreement, containing all provisions required by HUD for cooperation agreements to form an Urban County, is attached for your review and consideration.

Please call Robert Myers, Director of Planning and Zoning (636-949-7900 ext 7225) if you have questions or would like to discuss this matter in more detail. We must enter into cooperation agreements by the end of June so that the County can submit all necessary documentation to HUD by July 22, 2016.

If you plan to participate, please call Robert Myers (636-949-7900 ext 7225) or by email at rmyers@sccmo.org) by May 27th and let him know your intentions. For those participating, by June 30, 2016, please send an executed copy of the agreement to Robert Myers, St. Charles County, Community Development Department, 201 N. Second Street, Suite 420, St. Charles, MO 63301.

If your jurisdiction determines not to enter into the agreement to participate as part of the Urban County, please contact Don Boehmer at 636-949-7900 ext. 1876 or by email at dboehmer@sccmo.org.

Thank you for your consideration.

Sincerely,

Steve Ehlmann
County Executive

Urban County Accomplishments FY11-15

1,391 Households Helped

<u>Unincorporated:</u>	232 Households
<u>Lake St. Louis:</u>	23 Households
<u>Wentzville:</u>	112 Households
<u>St. Peters:</u>	956 Households
<u>Dardenne Prairie:</u>	63 Households
<u>Weldon Spring:</u>	1 Household
<u>Cottleville:</u>	3 Households
<u>St. Paul:</u>	1 Household

2011: 143 Households helped

- **HILP - 47**
 - Unincorporated: 5
 - Lake St. Louis: 1
 - Wentzville: 3
 - St. Peters: 38
- **Transportation – 96**
 - St. Peters: 96

2012: 269 Households helped

- **HILP – 51**
 - Unincorporated: 8
 - Lake St. Louis: 2
 - Dardenne Prairie: 1
 - St. Peters: 40
- **Emergency Repair – 2**
 - Unincorporated: 1
 - Wentzville: 1
- **Transportation -216**
 - Unincorporated: 34
 - Lake St. Louis: 4
 - Cottleville: 1
 - Dardenne Prairie: 20
 - Wentzville: 23
 - St. Peters: 134

2013: 289 Households helped

- **HILP – 69**
 - Unincorporated: 16
 - Lake St. Louis: 3
 - Cottleville: 1
 - Dardenne Prairie: 1
 - Wentzville: 1
 - St. Peters: 47
- **Emergency Repair – 5**
 - Unincorporated: 4
 - Lake St. Louis: 1
- **Transportation -215**
 - Unincorporated: 43
 - Lake St. Louis: 4
 - Cottleville: 1
 - Dardenne Prairie: 17
 - Wentzville: 27
 - St. Peters: 123

2014: 521 Households helped

- **HILP -59**
 - Unincorporated: 10
 - Wentzville: 9
 - Weldon Spring: 1
 - St. Peters: 39
- **Emergency Repair – 9**
 - Unincorporated: 3
 - Wentzville: 1
 - St. Peters: 5
- **Property Maintenance – 1**
 - St. Peters: 1
- **Transportation -452**
 - Unincorporated: 36
 - Lake St. Louis: 4
 - Dardenne Prairie: 12
 - Wentzville: 21
 - St. Peters: 379

2015: 169 Households helped as of 10/2/15

- **HILP -25**
 - Unincorporated: 19
 - Lake St. Louis: 1
 - Wentzville: 3
 - St. Paul: 1
 - St. Peters: 1
- **Emergency Repair – 2**
 - Unincorporated: 1
 - St. Peters: 1
- **Property Maintenance – 7**
 - Unincorporated: 6
 - Wentzville: 1
- **Transportation -135**
 - Unincorporated: 46
 - Lake St. Louis: 3
 - Dardenne Prairie: 12
 - Wentzville: 22
 - St. Peters: 52

**A COOPERATION AGREEMENT BETWEEN THE COUNTY OF ST.
CHARLES AND THE CITY OF _____ FOR PARTICIPATION IN THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL
YEARS 2017 THROUGH 2019**

THIS COOPERATION AGREEMENT is made and entered into as of the _____ day of _____, 2016, by and between the County of St. Charles, a political subdivision of the State of Missouri, hereinafter called "County"; and, the City of _____, a _____ class city of the State of Missouri, located in the County of St. Charles, hereinafter called "City", and jointly referred to as "Parties."

WITNESSETH

WHEREAS, in 1974, the U.S. Congress enacted and the President signed into law "The Housing and Community Development Act of 1974," herein called the "Act," relating to federal involvement in a wide range of housing and community development activities and contains eight separate titles; and

WHEREAS, the Act recognized that units of general local government (UGLG) may enter into cooperation agreements with counties in order to form an "urban county" and undertake community development activities as authorized by Section 105 of the Act; and

WHEREAS, Title I of the Act denominated as "Community Development," consolidates several existing categorical programs for housing and community development into new programs for such housing and community development in urban counties or communities by providing financial assistance annually for area-wide plans for housing, public services and public works programs; and

WHEREAS, the Community Development Block Grant (CDBG) Program and the HOME Investment Partnerships (HOME) Program are consolidated under Title I of the Act; and

WHEREAS, the County desires to request the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD", that the County be designated as an "urban county"; and

WHEREAS, the County needs to re-qualify as an urban county in order to be eligible to receive CDBG funds provided that one or more of the County's entitled cities defer their entitlement to the County and provided further that other UGLG's enter into a cooperation agreement with the county to enable both the County, such entitlement cities and such UGLG's to jointly participate in the program; and

WHEREAS, the City desires to participate with the County in said programs; and

WHEREAS, the Community Development Block Grant Regulations issued pursuant to the Act provide that qualified urban counties must submit an application to the U.S. Department of Housing and Urban Development for funds, and that UGLG's, cities and smaller communities within the metropolitan area not qualifying as metropolitan cities may join the County in said application and thereby become a part of a more comprehensive county effort; and

WHEREAS, as the urban county applicant, the County must take responsibility and assume all obligations of an applicant under federal statutes, including the analysis of needs, the setting of objectives, the development of community development and housing assistance plans, the consolidated plan, and the assurances of certifications; and

WHEREAS, by executing this Agreement, the Parties hereby give notice of their intention to participate in the urban county CDBG program; and

WHEREAS, the provisions of Sections 70.210 to 70.320 RSMo (2000) empower municipalities or political subdivisions to contract with each other for common service.

NOW THEREFORE, in consideration of the mutual promises, recitals and other provisions hereof, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION I. General.

- A. **Responsible Officers.** The Director of the County Department of Community Development (hereinafter referred to as "Director") is hereby authorized to act as applicant for the CDBG Program and to administer funding and activities under the programs.
- B. **Full Cooperation.** The City and County have the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. Parties agree to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities.
- C. **Term of Agreement – Automatic Renewal Provision.** The term of this Agreement shall be for a period of three (3) years commencing January 1, 2017 through December 31, 2019. In addition, this Agreement will automatically renew for a new, second consecutive three-year term, unless the City provides written notice at least one hundred eighty (180) days prior to the end of the initial term that it elects not to participate in a new qualification period. By April 27, 2019, or by the date specified in HUD's urban county qualification notice for the next qualification period, but not less than one hundred and eighty (180) days prior to the end of the initial term, the County will notify the City in writing of its intention not to participate in the program as an urban county for a successive three-year term.

The Parties agree to adopt amendments to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice by HUD, prior to the subsequent three-year extension of the term. Any amendment to this Agreement shall be submitted to HUD as required by the regulations and any failure to adopt required amendments will void the automatic renewal of the Agreement for the second three-year term.

The Agreement remains in effect until the CDBG program funds and income received with respect to the three-year qualification period, and the subsequent three-year renewal, are expended and the funded activities are completed, but which does not constitute a third consecutive renewal term. The Parties may not terminate or withdraw from the Agreement while the Agreement remains in effect

- D. **Scope of Agreement.** This Agreement covers the following formula funding programs administered by HUD where the County is awarded and accepts funding directly from HUD: the CDBG Entitlement Program.
- E. **Effective Date of Agreement.** This agreement shall be in full force and effect when HUD determines that the County qualifies as an urban county within the meaning of the Act and the regulations promulgated by HUD pursuant to the Act.

SECTION II. Preparation and Submittal of CDBG Funding Applications.

- A. **Inclusion of City as Applicant.** Parties agree that City shall be included in the application the County shall submit to the U.S. Department of Housing and Urban Development for Title I Housing and Community Development Block funds under the above recited Act. City, by the execution of this Agreement, agrees to have its demographic data, as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include City as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act. The City understands that it may not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's CDBG program; and that it may receive a formula allocation under the HOME Program only through the urban county.
- B. **Application Submittal.** County agrees to commit sufficient resources to completing and submitting the County's Consolidated Plan and supporting documents to HUD in time for the Parties to be eligible to receive funding beginning January 1, 2017, and to hold public hearings as required to meet HUD requirements.
- C. **County Responsibility.** Parties agree that the County shall, as applicant, be responsible for holding public hearings and preparing and submitting the CDBG funding application and supporting materials in a timely and thorough manner, as required by the Act and the federal regulations established by

HUD to secure entitlement grant funding beginning January 1, 2017. Funds allocated by HUD to County by reason of City's execution of this Agreement shall be deposited with the County Treasurer in accordance with HUD Regulations and shall be made immediately available for all community development programs identified in City's Consolidated Plan.

- D. **Grant Eligibility.** In executing this Agreement, the City understands that they shall not be eligible to apply for grants under the Small Cities or State CDBG Programs for appropriations for fiscal years during the period in which the Parties are participating in the urban county CDBG entitlement program.

- E. **County contractor.** In executing this Agreement, the City also understands that the County may commit the conduct of activities required by this Agreement and the CDBG entitlement program, including but not limited to the development of a consolidated plan and the holding of required hearings, to a contractor such as the City of St. Peters, Missouri.

SECTION III. Program Administration.

- A. **Program Authorization.** Director is hereby authorized to carry out activities that will be funded from the annual CDBG programs from fiscal years 2017, 2018 and 2019 appropriations and from any program income generated from the expenditure of such funds.

- B. **Responsibilities of Parties.** Parties agree that the County shall be the governmental entity required to execute any grant agreement received pursuant to the CDBG applications, and the County shall thereby become legally liable and responsible thereunder for the proper performance of the plan and CDBG county programs. City agrees to act in good faith and with due diligence in performance of City obligations and responsibilities under this Agreement and under any subrecipient agreements. City further agrees that it shall fully cooperate with the County in all things required and appropriate to comply with the provisions of any Grant Agreement received by the County pursuant to the Act and its Regulations.

- C. **City Assistance.** City agrees to undertake, conduct, perform or assist the County in performing the essential community development and housing assistance activities identified in the County's Consolidated Plan. Pursuant to the Act and pursuant to 24 CFR 570.501(b), the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement with the County as set forth in 24 CFR 570.503.

SECTION IV. Use of Program Funds.

- A. **Allocation of CDBG funds.** All funds received by County pursuant to this Agreement shall be identified and allocated, as described in the Consolidated Plan and Action Plans; provided, however, that a different distribution may be made when required by HUD to comply with Title I of the Housing and Community Development Act of 1974, as amended.
- B. **Availability of Funds.** It is understood by the Parties hereto that the CDBG funds being used for the purposes of this Agreement are funds furnished to the County, through HUD pursuant to the provisions of the Housing and Community Development Act of 1974, as amended, hereinafter referred to as the "Act". Notwithstanding any other provision of this Agreement, the liability of the County shall be limited to CDBG funds available for the Project. The City understands that the County must wait for release of CDBG funds from HUD before CDBG funds may be advanced or reimbursed to any sub-recipient.
- C. **Fair Housing Implementation.** Parties agree that no urban county funding shall be allocated or expended for activities in support of any cooperation unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with its fair housing certification.
- D. **Conflict Resolution.** In the event of disagreement between the County and the City as to the allocations, disbursement, use, or reimbursement of CDBG funds, the Parties agree to accept HUD's written determination as to the appropriate resolution or disposition of funds to the extent HUD is willing to resolve such disagreement. If not, then such disagreement shall be resolved by a court of competent jurisdiction.

SECTION V. Amendment or Extension of Agreement.

- A. **Sub-recipient Agreement.** For each fiscal year during the term of this Agreement, County and City may enter into a Subrecipient Agreement, prepared jointly by County and City, that will list any project(s) the City will undertake with CDBG entitlement funds during that program year. Such Subrecipient Agreement will set forth the project changes, time schedule for completion of the project(s), and additional funding sources, if any.
- B. **Amendments.** Parties agree that a fully executed amendment or amendments to this Agreement may be entered into at any time if required or necessary to implement the plans contemplated hereunder, or to comply with any grant agreement or the regulations issued pursuant to the Act.

SECTION VI. Compliance with Federal Regulations.

- A. **General.** Parties agree to take all actions necessary to comply with the urban county's certifications required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974; and other applicable laws. The County shall not provide funding for activities, or in support of , any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certifications.
- B. **Citizen Participation.** Parties agree to comply with federal citizen participation requirements of 24 CFR Part 91.
- C. **Parties hereby certify, to the best of their knowledge and belief, that:**
- 1) **Conflict of Interest.** No federal grant monies have been paid or will be paid, by or on behalf of the Parties, to any officer or employee or any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - 2) **Influence.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3) **Certifications Disclosure.** Parties agree to include this certification in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all grant subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into.
- D. **Certification Regarding Policies Prohibiting Use of Excessive Force and Regarding Enforcement of State and Local Laws Barring Entrances.**

In accordance with Section 519 Public Law 101-144 (the 1990 HUD Appropriations Act), the City and County certify that they have adopted and is enforcing:

- 1) A policy prohibiting the use of excessive force by law enforcement agencies within their respective jurisdictions against any individuals engaged in non-violent civil rights demonstrations; and
- 2) A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within their jurisdictions.

E. A unit of general local government receiving CDBG funding to implement various activities may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act. This provision conforms to the regulations contained in the Transportation, Housing and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L.113-76.

IN WITNESS WHEREOF, the Parties hereto have entered into this Cooperation Agreement on the date last written below.

Executed by the County this ____ day of _____, 2016.

Executed by the City this ____ day of _____, 2016.

SEAL

COUNTY OF ST. CHARLES, MISSOURI

By: _____
County Executive

ATTEST:

County Clerk

SEAL

CITY OF _____, MISSOURI

MAYOR

ATTEST:

CITY CLERK



Office of the Town Council

April 5, 2016

David Dawson, Executive Director
Kim Ann Wardlow, Director of Marketing
Audio Information Network of Colorado
2200 Central Avenue
Boulder, CO 80301

Kurt Kaczor, Executive Director
Jim Weglarz, Board Chair
Douglas/Elbert Task Force
1638 Park Street
Castle Rock, CO 80109

Paul A. Narduzzo, Regional Office Director-
Castle Rock
Catholic Charities of Central Colorado
228 North Cascade Avenue
Colorado Springs, CO 80903

Steve Budnack, Volunteer Chairman
Diane Roth, Vice President Board of Directors
Parker Task Force for Human Services
19105 Longs Way
Parker, CO 80134

Michael J. Prendergast, President
Jennifer Walker, Executive Director
Crisis Center
PO Box 367
Castle Rock, CO 80104

Dennis Gorton, Executive Director
Southeast Community Outreach
16965 Pine Lane, Suite 100
Parker, CO 80134

Diane Leavesley, Executive Director
Ken Kania, Board Chair
Douglas County Housing Partnership
9350 Heritage Hills Circle
Lone Tree, CO 80124

Robert Lindeman, Grants Manager
Society of St. Vincent de Paul
2250 South Harrison Street
Denver, CO 80210

Thank you for your letter concerning CDBG funds and the Town of Castle Rock. Last year, when faced with the question of whether the Town should become an entitlement community under the CDBG program, the Council declined to pursue that status because it would result in unclear and unwarranted interference from the Department of Housing and Urban Development (HUD). For years Castle Rock has accepted various grant monies offered by HUD through Douglas County. This money was parceled out by Town Council mainly to fix alleyways and make curbs ADA accessible. But last year HUD added very alarming strings to the grants; 377 pages of new rules that give HUD drastic new powers over our cities and counties that in affect eliminate the zoning and planning powers of your local elected officials which can now be overruled by HUD bureaucrats in Washington DC.

If we continue to accept the HUD grants, we will be forced to prepare detailed taxpayer-financed studies of our schools, retail, housing, and other community aspects to HUD who will decide if our neighborhoods are "furthering fair housing." That means that even though our town has never been found in violation of the anti-discrimination housing rules that have been law for over 50 years, HUD on a whim could force us to build low-income, government subsidized housing

into our neighborhoods if HUD decides we aren't racially balanced enough. This is already happening across the U.S.; just google Westchester County, New York.

One example: according to HUD, if your family home sits on a quarter-acre property, your neighborhood is potentially discriminatory. It would be much less racist if a high-rise low-income apartment building went up next door, never mind local zoning regulations.

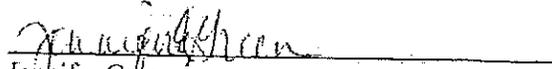
The result for us could be reduced property values, a large population increase due to an influx of people from the cities to our suburbs, more crime, large local tax increases to support HUD's mandate, and loss of local zoning control and other local decisions.

As a Town Council, we will resist all federal attempt to destroy our local sovereignty, be it from HUD, the EPA, or any other government agency. Council will always defend our resident's right to make their own local decisions without federal interference. While I appreciate the many good works that are represented by your programs, accepting onerous federal grant requirements which harm our community cannot be the price to pay for federal monies.

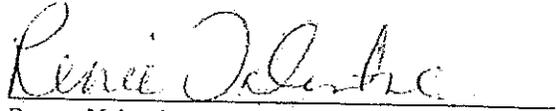
Sincerely,



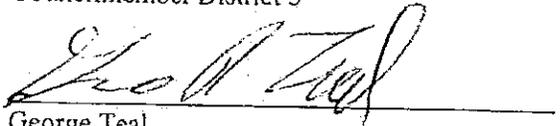
Paul Donahue
Mayor, District 1



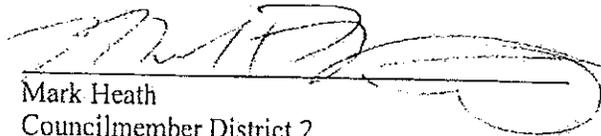
Jennifer Green
Mayor Pro Tem, District 3



Renee Valentine
Councilmember District 5



George Teal
Councilmember District 6



Mark Heath
Councilmember District 2



Office of the Town Clerk

To: Honorable Mayor and Members of Town Council
From: Lisa Anderson, Deputy Town Clerk
Title: Record of Vote

Executive Summary

According to the Minutes of the August 18, 2015; Mayor Pro-Tem Green made a motion, seconded by Councilmember Teal, to direct staff to decline participation in the CDBG program in the future.

The motion passed by the following vote:

Brett Ford	Not Present
George Teal	Yes
Renee Valentine	Yes
Paul Donahue	Yes
Jennifer Green	Yes
Chip Wilson	No
Mark Heath	Yes