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

**BOARD OF ALDERMEN**
**WORKSHOP AGENDA**
**OCTOBER 19, 2016**
**5:30 p.m.**

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## CALL MEETING TO ORDER

## PLEDGE OF ALLEGIANCE

## ITEMS FOR DISCUSSION AND CONSIDERATION

1. Pokemon Go in BaratHaven (Mayor)
2. Funding Agreement with St. Charles County for Hanley Road (Kehoe)
3. Street Maintenance & Pedestrian Facilities Improvements Project (Kehoe)
4. Short Term Goals (0 – 3 year projects)
5. Long Term Goals (3 – 10 year projects)
6. Review of Board of Aldermen Meeting Agenda (10-19-16)

## 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

## Kim Clark

**From:** David Zucker
**Sent:** Friday, September 23, 2016 8:03 AM
**To:** Kim Clark
**Subject:** FW: Pokemon Go

10/19
WLS

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From: Ed Etzkorn [egetzk@sbcglobal.net]
Sent: Thursday, September 22, 2016 5:18 PM
To: David Zucker
Cc: Dan Koch; John Gotway
Subject: Pokemon Go

Mayor Zucker,

I have received some feedback from younger Barathaven residents who believe that Pokemon Go is good for the community and good for our children. They request that you delay a decision about removing the Pokemon Go icon from the Greenway and add a discussion about it on one of the October BOA meeting agendas so that they can give the city their input. From my discussions it is obvious that many Barathaven residents strongly believe that Pokemon Go is a very positive thing for their children and as a resident I support a discussion before having the icon removed.

Any questions you are always welcome to contact me.

Ed
--

This message from

Ed Etzkorn

68 Burgundy Place

Dardenne Prairie, MO 63368-7577

Phone: (636) 284-7623

Email: egetzk@sbcglobal.net

**RBA FORM (OFFICE USE ONLY)**
MEETING DATE: 10/19/2016
Regular ( x ) Work Session ( x )
ATTACHMENT: YES ( x ) NO ( )
Contract ( x ) Ordinance ( x ) Other ( x )

# Request for Board Action
By: Staff

**Ward 1**

**Description: Funding Agreement with St. Charles County Hanley Road Reconstruction and Improvements**

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

- **Summary/Explanation:**

**The Saint Charles County Road Board is recommending Transportation Improvement Program (TIP) funding for the City's Hanley Road Reconstruction and Improvements Project. The City made application to East-West Gateway Council of Governments (EWGCOG) for Surface Transportation Program-Suballocated (STP-S) funding in March 2016 and to St. Charles County in March 2016. The City has obtained Federal funding for the Hanley Road Reconstruction and Improvements project (40% of total project costs) per the attached letter dated September 8, 2016, notifying the City that this project has been included in Final FY 2017-2020 TIP. Federal funding will be available for programming in FY 2018 (preliminary engineering only), 2019, and 2020.**

**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).**

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

**The cost of the Project is estimated as $1,876,100.**

**The City will be reimbursed from federal funds for 40% of actual costs, up to a maximum of $750,440. The remaining 60% will be shared by the City and St. Charles County based on the cost share outlined in the City's funding application to the St. Charles County Road Board (attached without appendicies). As outlined in the application, the County will reimburse the City for 90% of the local match, up to a maximum of the County Contribution Amount. The City will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.**

**The City's portion of this project is estimated to be 10% or 187,610.00. Actual costs for the project will be determined as the project is completed.**

RBA requested by: Luke R. Kehoe Date: 10/12/2016

AGREEMENT BY AND BETWEEN ST. CHARLES COUNTY AND CITY OF DARDENNE PRAIRIE FOR USE OF ST. CHARLES COUNTY TRANSPORTATION SALES TAX FUNDS FOR RECONSTRUCTION AND IMPROVEMENT OF HANLEY ROAD

This agreement is entered into by St. Charles County, Missouri, hereinafter referred to as "County" and City of Dardenne Prairie, State of Missouri, hereinafter referred to as "Municipality."

In consideration of the mutual covenants herein contained, and other good and valuable consideration including the mutual recognition of the vital importance of Hanley Road (the "Project") for efficient traffic flow and for orderly development, the parties hereto agree as follows:

## SECTION ONE: PREAMBLE

The County Executive has been authorized by Ordinance _____- _____ to execute this agreement with the Municipality for the use beginning in fiscal year 2017 of St. Charles County Transportation Sales Tax funds for improvements to the Project in an amount not to exceed $938,050 ("County Contribution Amount").

## SECTION TWO: SERVICES AND CONTRIBUTION

The Municipality will provide design, right-of-way, and construction services to reconstruct the Project from north of Feise Road along Hanley Road for about 2,300 feet. The Project shall be constructed substantially similar to the improvements outlined in the application submitted to the County and reviewed by the Road Board. The cost of the Project is estimated as $1,876,100.

The Municipality will be reimbursed from federal funds for 40% of actual costs, up to a maximum of $750,440. The remaining 60% will be shared by the Municipality and County based on the cost share outlined in the Municipality's application. As outlined in the application, the County will reimburse the Municipality for 90% of the local match, up to a maximum of the County Contribution Amount. The Municipality will be responsible for the remainder of actual costs including those that exceed the estimate recited above and any decorative enhancements.

## SECTION THREE: PLAN SUBMISSION AND REVIEW

*Conceptual Plans (30%)*

The Municipality shall submit to the St. Charles County Roads and Traffic office a Conceptual Plan (30%) for approval prior to proceeding with Preliminary Plans. The St. Charles County Roads and Traffic Manager will provide the Municipality with either written approval for the Municipality to proceed with preliminary design or comments for the Municipality to consider. The Municipality shall refine the Conceptual Plan and resubmit. This plan shall include the following:

- Title Sheet;
- Typical Sections;
- Plan and Profiles (shall provide the existing and proposed right-of-way limits, grading limits and location of existing utilities); and
- Cross Sections.

*Preliminary Plans (70%)*

The Municipality shall submit to the St. Charles County Roads and Traffic office a Preliminary Plan (70%) for approval prior to proceeding with right-of-way acquisition. The St. Charles County Roads and Traffic Manager will provide the Municipality with either written approval or comments for the Municipality to consider. The Municipality shall refine the Preliminary Plan and resubmit. This plan, in addition to the sheets outlined above for the Conceptual Plan, shall include the following:

- Storm Sewer Profiles and Culverts;
- Traffic Control;
- Erosion Control;
- Pavement Marking and Signing;
- Retaining Walls;
- Driveway and subdivision street entrances; and
- Construction Details.

*Final Plans*

The Municipality shall submit to the St. Charles County Roads and Traffic office a Final Plan for approval prior to proceeding with construction. The Final Plan shall include a work day study for the construction phase of the Project. The St. Charles County Roads and Traffic Manager will provide the Municipality with either (1) written approval, or (2) comments for the Municipality to consider, in which case the Municipality shall refine the Final Plan and resubmit. No Transportation Sales Tax funds will be released for construction until the Final Plan has been approved.

*Plan Submission*

The Conceptual Plan, Preliminary Plan, and Final Plan shall be submitted as given herein unless instructed otherwise. A hard copy (11" x 17", half size) shall be delivered to the St. Charles County Roads and Traffic office at 201 North Second Street, St. Charles, Missouri, 63301, Room 524. An electronic copy (pdf format) should be uploaded to ftp://ftp.sccmo.org/ or as otherwise instructed. The plans should be uploaded as a single file that contains all the plan sheets.

## SECTION FOUR: MEETING ATTENDANCE

The Municipality shall have a representative attend the Road Board meetings. This representative should be knowledgeable of the project status, utility conflicts, and funding. The Municipality shall complete the project update forms as required for these meetings.

## SECTION FIVE: TRAFFIC COUNTS

In an effort to better understand traffic patterns and how these patterns change with road improvements and development, the County has developed a Travel Demand Model. This model can be used to evaluate the effectiveness of an improvement towards reducing congestion and enhancing regional mobility. To ensure the model accurately represents changes within municipal limits, the Municipality shall provide traffic count and land use information as requested. A minimum of five (5) count

locations will be requested on an annual basis.

## SECTION SIX: RIGHT-OF-WAY

The Municipality shall acquire right-of-way and other property interests needed for this Project in accordance with applicable law and the current Missouri Department of Transportation's Local Public Agency Land Acquisition Manual. For any such property interests located in the unincorporated area of the County, Municipality shall only acquire such interests in the County's name, and St. Charles County hereby authorizes the Municipality to condemn in the County's name for this limited purpose. Further, the St. Charles County Counselor hereby appoints the City Attorney of the Municipality as a Special County Counselor for the purpose of pursuing any such condemnation action, if necessary. All such property interests acquired within the unincorporated area shall be vested in the County.

## SECTION SEVEN: STAFF TIME

Staff time incurred by the Municipality is not reimbursable from the County and shall not be considered as part of any required Municipality match.

## SECTION EIGHT: TRANSPORTATION SALES TAX SIGN

The Municipality shall include in the construction contract specifications the requirement for the construction contractor to furnish and erect a sign of the size, lettering, and colors as depicted in Exhibit A to this agreement at each end of the project construction limits in a visible location. This sign shall be erected at the beginning of construction and can be removed 30 calendar days after final construction contract completion.

## SECTION NINE: TERM

This agreement shall become effective upon execution by all parties hereto and shall continue through the end of the County's fiscal year in which the agreement is executed. This agreement is subject to appropriation by the County of funds sufficient to fulfill the terms of this agreement.

This agreement shall renew automatically for an indefinite number of one year terms, each beginning on the first and ending on the last day of the County's fiscal year, until the scope of services has been completed unless the agreement is terminated by failure to appropriate funds as provided in this Section.

The County and Municipality reserve the right to terminate this agreement, if (A) the Municipality does not provide traffic count data as required in Section 5, or (B) this agreement has been terminated according to Section 11.

Should the County fail to appropriate any funds in its annual budget ordinance for any of the fiscal years to which this agreement applies, this agreement will terminate upon notice to the Municipality by the County that the appropriation was not voted in the annual budget ordinance, which notice shall be sent, first-class mail, to the Municipality at the address set out at the end of this agreement.

## SECTION TEN: OTHER FUNDING

Municipality acknowledges that it has been approved to receive federal funds for this project and, therefore, the standard conditions of this section do not apply.

## SECTION ELEVEN: TERMINATION

In the event of a breach of this agreement by either party hereto that is not remedied within thirty (30) days after delivery of written notice of such breach, the aggrieved party may terminate this agreement by written notice to the other, which shall be effective on the 5th day following delivery. On expiration or termination of this agreement, for any cause, each party shall without additional cost to the other, provide all reasonable assistance and devote its best efforts to returning to each party, or its designee, in an orderly and expeditious manner, all data, records, equipment and documents belonging to that party. In the event the County fails to make payment to the Municipality under the terms and conditions of this agreement, except for reasons outlined in this agreement, the County agrees to pay all costs incurred by Municipality as a direct result of Municipality being denied County funds for the Project.

In the event the Municipality fails to provide the administration and/or matching funds agreed to by the Municipality under the terms and conditions of this Agreement, Municipality agrees to pay all costs incurred by the County in assuming administration of the Project to its conclusion and/or the project match to the conclusion of the Project. Municipality hereby represents that it has the authority to agree to the multi-year project match and administration, subject to annual appropriation. Nothing herein requires County to agree to the administration of the Project or to assume the match, and Municipality understands that if County agrees to administer the Project or assume the match, as applicable, Municipality has contracted through this Agreement to assume those costs as though such cost had been assessed as liquidated damages.

In the event the Municipality fails to start and complete the Project outlined herein, Municipality shall pay damages to the County for failing to deliver the public services or improvements contemplated by this agreement while encumbering public funds and preempting their application to other projects. The damages shall be ten percent (10%) of the not to exceed amount provided in Section 1. If Municipality fails to apply for any reimbursements for expenses pursuant to this agreement within a reasonable time of its execution, County may notify the Municipality that County finds that Municipality is subject to this provision unless, within 14 days of such notice, Municipality shows cause why it should not be subject to this provision and provides assurances that it shall proceed with the Project outlined herein.

## SECTION TWELVE: PROJECT SCHEDULE

Timely completion is an essential element of this contract; however, the standard liquidated damages provision shall not apply since federal funds have been secured. The Municipality agrees to adhere to time schedules set by East-West Gateway Council of Governments and to comply with all other applicable federal guidelines.

## SECTION THIRTEEN: COST OVERRUNS

The Municipality shall not request reimbursement for any work performed beyond the scope of services specified herein without a contract amendment approved and executed by both parties.

## SECTION FOURTEEN: REMUNERATION

Reimbursement by the County pursuant to Section 2 shall be submitted to the County's St. Charles County Roads and Traffic office for review and approval. Each reimbursement request shall include the Roads and Traffic invoice request form, reimbursement summary, copy of invoices, and proof of payment. Payments shall not exceed the County's percentage share identified in Section Two of the amount of actual expenses incurred by Municipality that have been approved by the St. Charles County Roads and Traffic Manager. Payments to be made will be paid at the later of the date of when the costs were incurred or the year that the funds were scheduled for payment.

## SECTION FIFTEEN: NOTICE

Any notice required or permitted to be given hereunder shall be deemed properly given if mailed by first-class mail to the address set out for each party at the end of this agreement. Notice to the County shall be sent to the St. Charles County Roads and Traffic Manager. Notice to the Municipality shall be sent to its City Administrator.

## SECTION SIXTEEN: SUPERVISION AND THE RELATIONSHIP OF THE PARTIES

In the performance of the work herein contemplated, the Municipality is an independent contractor with the authority to control and direct the performance of the details of the work. The County is interested in approval, design, and results obtained. The Municipality agrees to comply with all federal, state and municipal laws, rules and regulations pertaining to the Project that are now or may in the future become applicable to Municipality.

The parties hereto agree that the Municipality is not an employee of County and is not entitled to the benefits provided by County or its employees, including, but not limited to, group insurance and pension plan. The Municipality is an independent entity. The Municipality and County agree that the County may contract with others to provide the services called for in this agreement in the event that Municipality breaches its obligations contained in this agreement.

## SECTION SEVENTEEN: INDEMNIFICATION

To the extent permissible by law, Municipality shall indemnify and hold County harmless from any and all liability, loss or damage County may suffer as a result of claims, demands, costs or judgments against it arising out of Municipality's performance of this agreement.

To the extent permissible by law, County shall indemnify and hold Municipality harmless from any and all liability, loss or damage Municipality may suffer as a result of claims, demands, costs or judgments against it arising out of County's performance of this agreement.

It is understood and agreed that the obligation of County to perform under the terms of this agreement is expressly conditioned upon the existence of the Transportation Sales Tax also known as the Road

and Bridge Capital Improvements Sales Tax passed by the electorate on November 5, 1985, and reaffirmed by the voters on April 5, 1994, August 3, 2004, and August 7, 2012.

## SECTION EIGHTEEN: AUDIT

The Municipality's records that shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this agreement shall be open to inspection and subject to audit and/or reproduction by the County Auditor, or a duly authorized representative from the County, at the County's expense. The Municipality shall preserve all such records for a period of three years, unless permission to destroy them is granted by the County, or for such longer period as may be required by law, after the final payment. The Municipality shall require all subcontractors under this agreement to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

*[Remainder of page left blank intentionally. Signatures page follows.]*

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

Executed by the County this _____day of _____, 201__

Executed by the Municipality this _____day of _____, 201__

CITY OF DARDENNE PRAIRIE, MISSOURI

By _____

Title _____

ATTEST:

By _____

Title _____

ST. CHARLES COUNTY, MISSOURI

By _____

Title _____

ATTEST:

By _____
County Registrar

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

SIGNED: _____
Bob Schnur, Director of Finance

DATED: _____

EXHIBIT A

# This Road Project Paid In Part Through Your St. Charles County ½ Cent Transportation Sales Tax

ST. CHARLES COUNTY

*For more information, please visit www.sccmo.org*

*Sign Size: Width = 48" Length = 36"  Lettering: Upper = 4" Lower = 2.5"  White Lettering on Blue Background*

ST. CHARLES COUNTY

# Road Board Application

Clear Form and Create New Project | Retrieve Existing Project | Update/Save Project

PROJECT RECORD NUMBER CRB16-024 | Clear All Fields

## PROJECT INFORMATION

Name: Hanley Road Reconstruction and Improvements

Limits: This project is located north of Feise Road along Hanley Road for about 2,300 feet +/- (see Appendix A).

Project Length (miles) 0.44 Traffic Volume: ADT 3225 Year: 2035

## CONTACT INFORMATION

Sponsoring Agency: City of Dardenne Prairie

Contact Person Name: Luke R. Kehoe, P.E.

Title: City Engineer

Telephone Number: (636) 561-1718

E-mail Address: engineer@dardenneprairie.org

## FEDERAL FUNCTIONAL CLASSIFICATION: Please check one of the following.

- [ ] Principal Arterial
- [ ] Minor Arterial
- [x] Major Collector
- [ ] Minor Collector
- [ ] Local
- [ ] Unclassified

## PROJECT TYPE: Please check one of the following.

- [ ] Traffic Flow
- [ ] Safety
- [x] Condition
- [ ] New Road (10 pts)
- [ ] Study (10 pts)
- [ ] Other

***Traffic Flow:*** Select a priority condition that is based on the level of service.

☐ *High Priority Condition (10 pts)*

Peak hour Level of Service E or F and project includes features to improve traffic flow and reduce travel time delay.

☐ *Medium Priority Condition (5 pts)*

Peak hour Level of Service D and project includes features to improve traffic flow and reduce travel time delay.

☑ *Lower Priority Condition (0 pts)*

Peak hour Level of Service A, B or C and project includes features to improve traffic flow and reduce travel time delay.

***Safety:*** Select a priority condition that is based on the crash rate.

☐ *High Priority Condition (10 pts)*

Crash rate per million vehicle miles is 6.0 or higher and project addresses specific safety issues(s) related to the crashes or addresses fatal/serious injury crash(es).

☐ *Medium Priority Condition (5 pts)*

Crash rate per million vehicle miles is 3.0 to 5.9 and project addresses specific safety issues(s) related to crashes.

☑ *Lower Priority Condition (0 pts)*

Accident rate per million vehicle miles is less than 3.0 and project addresses specific safety issue(s).

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Total Number of Crashes Over Last 3 Years: 1

Number of Crashes by type: Fatal: 0 Serious Injury: 0 Property Damage Only: 1

***Condition***

Please complete the following sections using either the pavement condition index from inventory completed by Transmap or the bridge sufficiency rating calculated by MoDOT.

***Pavement Condition (Arterials Only):*** Select a priority condition that is based on the Pavement Condition Index.

☑ *High Priority Condition (10 pts)*

Pavement Condition Index 20-56 on scale of 100 or equivalent and project will improve deficient condition.

☐ *Medium Priority Condition (5 pts)*

Pavement Condition Index 57-75 on scale of 100 or equivalent and project will improve deficient condition.

☐ *Lower Priority Condition (0 pts)*

Pavement Condition Index greater than 75 on scale of 100 or equivalent and project will improve deficient condition.

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Pavement Condition Index: 49

***Bridge:*** Select a priority condition that is based on the Bridge Sufficiency Rating.

☐ *High Priority Condition (10 pts)*

Bridge sufficiency rating less than 40 on scale of 100 and project will improve deficient condition.

☐ *Medium Priority Condition (5 pts)*

Bridge sufficiency rating 40-79.9 on scale of 100 and project will improve deficient condition.

☐ *Lower Priority Condition (0 pts)*

Bridge sufficiency rating greater than 80 on scale of 100 and project will improve deficient condition.

Bridge Sufficiency Rating

## *OTHER INFORMATION*

Anticipated Useful Life of the Proposed Improvements (years) 30

Estimated Date of Completion 06/2021

## *PROJECT DESCRIPTION:*

This project is for the reconstruction and improvement of Hanley Road north of its intersection with Feise Road. This project will tie into the traffic signal improvements at Feise Road that were completed as a CMAQ project (CMAQ-5407(609)) in 2011. This proposed project will complete the north leg of the Hanley and Feise Road intersection (including left turn lane, pedestrian crosswalk, handicap ramp and pedestrian crossing signal heads).

There will be an addition of 5-foot wide sidewalks on both sides of the reconstructed roadway and will reflect Dardenne Prairie's Uptown City Master Plan at the south end of the project. The Uptown area is intended to provide the town with a civic core. The creation of a network of paths designated for pedestrians and bicyclists is intended to enhance the connectivity and walkability in the community. (See Appendix C). The previously approved and funded signalized intersection at Hanley and Feise Roads accounted for this expanded cross section. Currently, sidewalks do not exist along most of Hanley Road.

The proposed extension of these sidewalks will tie to the rest of the community and allow large residential areas to be directly connected to the Uptown district, stretching the boundaries for those in the community who wish to access the mixed-use developments. Furthermore, these improvements connect to the Lake St. Louis subdivision to the north, Pleasant Meadow, with bicycle facilities lanes located on Pleasant Meadow Drive and Lake St. Louis Boulevard (See Appendix D).

This project includes reconstructing the two existing 10.5-foot wide travel lanes with two new 11-foot wide travel lanes. Adjacent to each travel lane will be a 2-foot wide concrete curb/gutter section and a 5 foot wide sidewalk on both sides of the roadway. Sight distance profiles will be completed to evaluate and reconcile any sight distance issues. This project will be designed ADA-compliant. The proposed sidewalk will be include curb ramps at all required intersections and street crossings. Finally, a 2-foot to 10-foot wide green space will complete the cross section of the streetscape.

An enclosed storm sewer system will be designed to handle storm water runoff. Conceptual plans, typical section and an engineer's opinion of probable construction costs are included in Appendix B.

| *FUNDING FOR IMPROVEMENTS* | | | | |
|---|---|---|---|---|
| | County | City | Other | Total |
| Design | $ 62,000 | $ 12,400 | $ 49,600 | $ 124,000 |
| Right-of-Way | $ 91,000 | $ 18,200 | $ 72,800 | $ 182,000 |
| Utility Relocations | $ 28,440 | $ 5,688 | $ 22,752 | $ 56,880 |
| Construction | $ 756,610 | $ 151,322 | $ 605,288 | $ 1,513,220 |
| **TOTAL** | $ 938,050 | $ 187,610 | $ 750,440 | $ 1,876,100 |
| PERCENT (%) | 50% | 10% | 40% | |

| *FINANCIAL PLAN* | | | | |
|---|---|---|---|---|
| **Design** | 2017 | 2018 | 2019 | Total |
| Sponsor | | $ 12,400 | | $ 12,400 |
| County | | $ 62,000 | | $ 62,000 |
| Federal | | $ 49,600 | | $ 49,600 |
| Other | | | | $ 0 |
| **Utility Relocations** | 2017 | 2018 | 2019 | Total |
| Sponsor | | | $ 5,688 | $ 5,688 |
| County | | | $ 28,440 | $ 28,440 |
| Federal | | | $ 22,752 | $ 22,752 |
| Other | | | | $ 0 |
| **Right-of-Way** | 2017 | 2018 | 2019 | Total |
| Sponsor | | | $ 18,200 | $ 18,200 |
| County | | | $ 91,000 | $ 91,000 |
| Federal | | | $ 72,800 | $ 72,800 |
| Other | | | | $ 0 |
| **Construction** | 2017 | 2018 | 2019 | Total |
| Sponsor | | | $ 151,322 | $ 151,322 |
| County | | | $ 756,610 | $ 756,610 |
| Federal | | | $ 605,288 | $ 605,288 |
| Other | | | | $ 0 |

*Please make sure the following documents are submitted.*

- ✓ Signed Application
- ✓ Conceptual Plans
- ✓ Support Documentation
- ✓ Location Map
- ✓ Cost Estimate
- ✓ Schedule

A minimum of 10 points is required for the project to be considered.

David M. Zucker — Signature

5/3/2016 — Date

EAST-WEST GATEWAY
Council of Governments
Creating Solutions Across Jurisdictional Boundaries

Chair
Ken Waller
County Executive
Jefferson County
Vice Chair
Alan Dunstan
Chairman, Madison County Board
2nd Vice Chair
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County Executive
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Executive Committee
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Terry Liefer
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Monroe County
Francis G. Slay
Mayor, City of St. Louis
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Mark Eckert
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Barry Glantz
St. Louis County Municipal League
John Hamm III
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Metropolitan & Regional
Planning Commission
Emeka Jackson-Hicks
Mayor, City of East St. Louis
Reggie Jones
St. Louis County
Jack Minner
Madison County
Roy Mosley
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Lewis Reed
President, Board of Aldermen
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Tom Smith
Vice President,
Southwestern Illinois
Council of Mayors
John White
St. Charles County
*Regional Citizens*
Barbara Geisman
C. William Grogan
Richard Kellett
John A. Laker
Dave Stoecklin
Non-voting Members
Roger Driskell
Illinois Department of
Transportation
Brian May
Missouri Office of Administration
Patrick McKenna
Missouri Department of
Transportation
John Nations
Bi-State Development
*vacant*
Illinois Department of Commerce
and Economic Opportunity
Executive Director
James M. Wild

September 8, 2016

The Honorable David Zucker
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Dear Mayor Zucker:

The East-West Gateway Council of Governments' Board of Directors approved the Final FY 2017-2020 Transportation Improvement Program (TIP) at its August 31, 2016 meeting. The following project(s) submitted by your agency are included in the program:

***Hanley Road - Feise Road To 2300' North Reconstruction - Sidewalks (5') (TIP# 6720 - 18)***

MoDOT Local Roads will soon be sending federal-aid program agreement(s) for each new project. MoDOT's Project Implementation Workshop- Design is tentatively scheduled for November 2016. Other workshops regarding right of way acquisition and construction will occur in the winter/spring. Details regarding the workshop date, time, and location will be provided in future correspondence.

If you have any regarding the approved projects, please call me at (314) 421-4220.

Sincerely,

Jason Lange
Transportation Improvement Program Coordinator

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

314-421-4220
618-274-2750
Fax 314-231-6120

webmaster@ewgateway.org
www.ewgateway.org

**RBA FORM (OFFICE USE ONLY)**
MEETING DATE: 10/19/2016
Regular ( x ) Work Session ( x )
ATTACHMENT: YES ( x ) NO ( )
Contract ( x ) Ordinance ( x ) Other ( )

Request for Board Action
By: Staff

**Ward 1 & 3**

**Description:** **Street Maintenance and Pedestrian Facilities Improvements Project**
**Project No. 971700**
**Award of Bid & Execution of Contract**

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

- **Summary/Explanation:**

**The City posted a request for bid for the construction of this project in the St. Louis Post-Dispatch. Sealed bid proposals will be received and opened publicly by the City on October 18, 2016.**

**This project will consist of installation of street pavement expansion joints and street pavement slabs throughout the Dardenne Landing subdivision and the installation of 585 feet of 5-foot wide Portland cement concrete sidewalk on Weldon Spring Road from the existing sidewalk in front of the Westborough Farms subdivision to the Leighton Estates subdivision entrance and to the northern entrance of the Laurel Glen subdivision. A copy of the plans and bid form are attached for your reference.**

**The apparent low bidder will be presented to the Board of Aldermen along with a recommendation to the Board of Alderman to accept a bid proposal as the lowest and best bid and to award the contract.**

**A City-Contractor agreement is also attached for your consideration of approving the Mayor the ability to negotiating/executing a contract with the contractor to whom the contact is awarded.**

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

**A tabulation of the bid proposals will be prepared and provided prior to Board of Aldermen meeting.**

RBA requested by: L. R. Kehoe Date: 10/12/2016

City of Dardenne Prairie Project No. 971700

# A SET OF CONSTRUCTION PLANS FOR THE
# Street Maintenance and Pedestrian Facilities Improvements Project
## CITY OF DARDENNE PRAIRIE, MISSOURI

### ABBREVIATIONS

| | | | |
|---|---|---|---|
| BM | = BENCHMARK | PL | = PLATED |
| BMP | = BENCHMARK | PLAT | = SUBPLATS |
| BR | = BRICK FACE | PR | = PAGE |
| BL | = BLOCK | SF | = SQUARE FEET |
| EASMT | = EASEMENT | EASM | = EASEMENT |
| BF | = BEGIN OF FRAGMENTALY | CONC | = CONCRETE |
| ASPH | = ASPHALT | RIGHT | = RIGHT(HAND) |
| PARCP | = PARCEL | COR | = CORNER |
| PL | = PLAT LINE | CL | = CENTERLINE |
| RD | = ROADWAY | SC | = SUBCURVE |
| UNPLATTED | | PB | = PLATBOOK |
| TOP OF FOUNDATION | | FF | = FINISHED FLOOR |

FWC = FIBER WRAPPED CONCRETE PIPE
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE

### SHEET INDEX

SHEET 1 TITLE AND SURVEY

### LINE TYPES

BOUNDARY LINE
EASEMENT LINE
SETBACK LINE
BUILDING FOOTPRINT
CENTERLINE
PARCEL LINE
LOT SURVEY FIELD MEASURE LINE
CHAIN FENCE
WOOD, VINYL OR METAL FENCE
WIRE FENCE
SANITARY SEWER
STORM SEWER LINE
UNDERGROUND ELECTRIC LINE
FIBER OPTIC LINE
NATURAL GAS LINE
FIBER WIRELINE
CABLE TELEVISION LINE
DITCH
TREE CANOPY LINE

### SYMBOL LEGEND

SANITARY MANHOLE
STORM MANHOLE
FIELD INLET
FLARED END
GRATED INLET
HEAD WALL
GAS CAP
GAS VALVE
GAS METER
CABLE BOX
CABLE PEDESTAL
STREET TRAFFIC SIGN
SIGN - ONE POLE
SIGN - TWO POLES
WELL
WATER HYDRANT (IN PLANT)
WATER VALVE
WATER METER
FIRE HYDRANT
SPRINKLER VALVE
TRAFFIC LIGHT
BENCHMARK
FIRE MANHOLE
TELEPHONE MANHOLE
ELECTRIC MANHOLE
OUTLAND LIGHT
WATER MANHOLE
STREET LIGHT
ELECTRIC LIGHT
ELECTRIC METER
ELECTRIC PEDESTAL
TELEPHONE BOX
TELEPHONE PEDESTAL
AIR CONDITIONING UNIT
MAILBOX
UTILITY POLE
UTILITY POLE WITH TRANSFORMER
GAS LINE WITH ANTI-HAIT
WATER SHUT OFF
SPRINKLER
CONCRETE TYPE
ENCLOSE SOLID

### SURVEYOR'S NOTES

*STATE PLANE COORDINATES HAVE BEEN MODIFIED TO A PROJECT COORDINATE SYSTEM USING THE FOLLOWING PARAMETERS:*

*ZONE: MISSOURI EAST 2401*
*HORIZONTAL DATUM: NAD83*
*PROJECTION FACTOR: 1.0000878*
*POINT OF ORIGIN FOR PROJECTION FACTOR: N 0.0000, E 0.0000*
*ROTATION ANGLE: 0d00'00"*

*VERTICAL DATUM: NAVD88 (Geoid12B)*

### SURVEYOR'S CERTIFICATION

*THE PROPERTY LINE INFORMATION SHOWN HEREON IS BASED UPON A "BEST FIT" OF RECORD INFORMATION USING RECOVERED FIELD MONUMENTATION. THIS MAP OR PLAT DOES NOT CONSTITUTE A PROPERTY BOUNDARY SURVEY AND IS SUBJECT TO ANY INACCURACIES THAT A PROPERTY BOUNDARY SURVEY MAY DISCLOSE. THIS MAP COMPLIES WITH THE MISSOURI MAP ACCURACY STANDARD FOR CLASS I.*

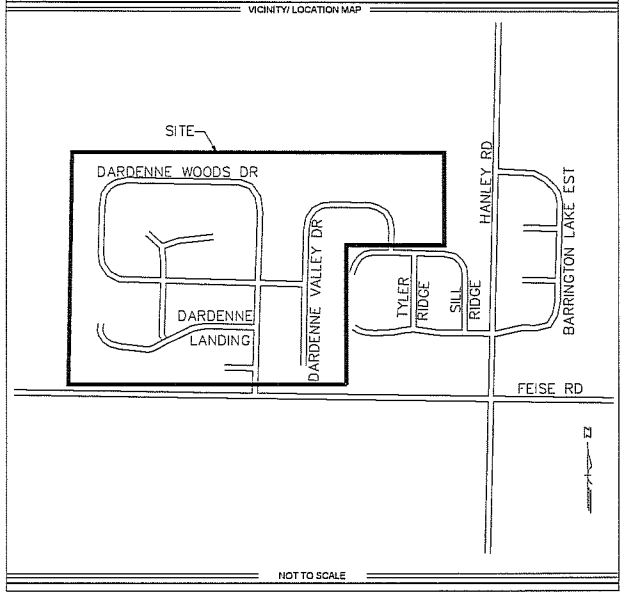
### SITE #2 - BENCHMARKS

*1) "B" IN OPEN OF FIRE HYDRANT NEAR THE NORTHEAST INTERSECTION OF NAPA VALLEY AND SALVADOR COURT, ELEVATION = 550.16'*

*2) CUT "X" ON RIM OF STORM MANHOLE, ELEVATION = 540.26'*

### SITE #1 - STREET MAINTENANCE

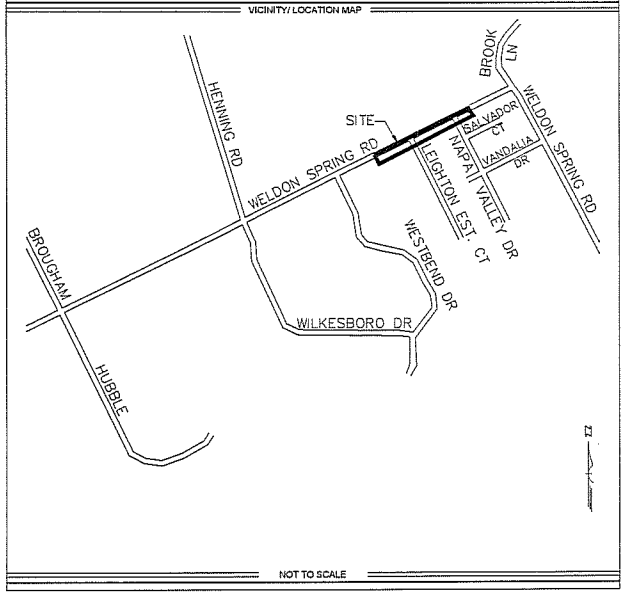
VICINITY/ LOCATION MAP




NOT TO SCALE

### SITE #2 - PEDESTRIAN FACILITIES IMPROVEMENTS

VICINITY/ LOCATION MAP




NOT TO SCALE

### GENERAL NOTES

1. ALL CONSTRUCTION SHALL CONFORM TO SAINT CHARLES COUNTY STANDARDS AND SPECIFICATIONS FOR ARTERIAL HIGHWAY CONSTRUCTION, 2006, AND CURRENT ST. CHARLES COUNTY STANDARD CONSTRUCTION DETAILS.
2. NO CONSTRUCTION ACTIVITY SHALL COMMENCE UNTIL A NOTICE TO PROCEED FROM THE CITY ENGINEER HAS BEEN RECEIVED BY THE CONTRACTOR.
3. A COPY OF THE SAINT CHARLES COUNTY STANDARDS AND SPECIFICATIONS FOR ARTERIAL HIGHWAY CONSTRUCTION, 2006, AND THE CURRENT ST. CHARLES COUNTY STANDARD CONSTRUCTION DETAILS, AND A COPY OF THESE IMPROVEMENT CONSTRUCTION PLANS SHALL BE ON SITE AT ALL TIMES WHILE CONSTRUCTION ACTIVITY IS OCCURRING.
4. CARE SHALL BE TAKEN BY THE CONTRACTOR NOT TO CAUSE ANY SOIL, MUD, EARTH, SAND, GRAVEL, ROCK, STONE, CONCRETE, OR OTHER MATERIALS OR LIQUIDS TO BE FLUNG OR DEPOSITED, DROPPED UPON OR TO ROLL, FLOW, STAND, OR WASH UPON OR OVER ANY PUBLIC STREET, STREET IMPROVEMENT, ROAD, SEWER, STORM DRAIN, WATERCOURSE OR RIGHT-OF-WAY OR ANY OTHER PUBLIC PROPERTY IN VIOLATION OF THE MUNICIPAL CODE.
5. ALL TRAFFIC CONTROL AND BARRICADING WITHIN PUBLIC RIGHT-OF-WAY SHALL CONFORM TO PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
STREET CLOSURES WILL NOT BE ALLOWED WITHOUT PRIOR APPROVAL OF THE CITY ENGINEER. ALL LANE CLOSURES SHALL BE COORDINATED WITH THE CITY ENGINEERING.
6. MODIFICATIONS TO THE APPROVED PLANS REQUIRE REVIEW AND APPROVAL BY THE CITY ENGINEER. WORK PERFORMED WITHOUT WRITTEN APPROVAL WILL REQUIRE REMOVAL AT CONTRACTORS EXPENSE.
7. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK BY CONTACTING MISSOURI ONE-CALL SYSTEM, INC. OR OTHER NECESSARY ENTITIES. HOWEVER, CONTACTING MISSOURI ONE-CALL SYSTEM DOES NOT RELIEVE THE CONTRACTOR FROM THEIR RESPONSIBILITY OF CHECKING WITH THE RECORDER OF DEEDS FOR OWNER/OPERATORS OF ALL UNDERGROUND UTILITIES IN THE AREA.
8. ALL GRADING ACTIVITIES SHALL COMPLY WITH THE SAINT CHARLES COUNTY STANDARDS AND SPECIFICATIONS FOR ARTERIAL HIGHWAY CONSTRUCTION, 2006, AND CURRENT ST. CHARLES COUNTY STANDARD CONSTRUCTION DETAILS, ALL SEDIMENT AND EROSION CONTROL BMPS SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE STORM WATER POLLUTION PREVENTION PERMIT AND THE APPROVED STORM WATER POLLUTION PREVENTION PLAN.
9. SUFFICIENT STAKING SHALL BE PROVIDED TO ENSURE PROPER LOCATION, ALIGNMENT AND GRADE OF ALL PROPOSED IMPROVEMENTS.
10. THE CONTRACTOR SHALL NOT DISTURB ANY EXISTING SURVEY MONUMENTS OR BENCHMARKS NOTED ON THE PLANS OR FOUND DURING CONSTRUCTION. REMOVAL AND REPLACEMENT SHALL BE DONE BY A PROFESSIONAL LAND SURVEYOR LICENSED BY THE STATE OF MISSOURI ONLY. THE COST FOR SUCH SHALL BE CONSIDERED INCIDENTAL TO THE PROPOSED CONSTRUCTION AND PERFORMED AT CONTRACTOR'S EXPENSE.
11. CONTRACTOR SHALL BE RESPONSIBLE FOR EXACTLY LOCATING UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION.

Call BEFORE you DIG
TOLL FREE
1 - 800 - DIG - RITE

### UTILITY COMPANIES

| UTILITY COMPANY | LINE LOCATION NUMBER | EMERGENCY NUMBER |
|---|---|---|
| AMEREUIE | 1-800-344-7483 | 1-800-344-7483 |
| CHARTER COMUNICATIONS | 1-800-344-7483 | 1-800-344-7483 |
| LACLEDE GAS COMPANY | (314) 621-6960 | (314) 342-0960 |
| AT&T CABLE SERVICES | 1-800-344-7483 | (314) 429-3548 |
| DUCKETT CREEK SANITARY DISTRICT | (636) 441-1244 | (636) 447-4944 |
| PUBLIC WATER SUPPLY DISTRICT #2 | (636) 561-3737 | (636) 561-3737 |
| CUIVRE RIVER ELECTRIC COOPERATIVE | (636) 327-6282 | (636) 327-6282 |

**OWNER**
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, Missouri 63368
(636) 561-1718

**DRAWING INDEX:**
1 Cover Sheet
2 EJs - Dardenne Landing Subdivision
3 Weldon Spring Road Sidewalk Extension
4-8 Details

**BID SET**


KEC
KEHOE ENGINEERING COMPANY INC.
2905 Sandman Drive
Dardenne Prairie, MO 63368-9740
636.978.8008 tel. 636.898.0223 fax.
www.kehoeengineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005000553


| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|
| | | | |

STATE OF MISSOURI
JUSTIN B. KEHOE
NUMBER E-29878
REGISTERED PROFESSIONAL ENGINEER

THE WORK THAT I/WE HAVE PERFORMED AS A REGISTERED PROFESSIONAL ENGINEER (LICENSE NO. E-29878) WAS PREPARED OR WAS PREPARED UNDER MY DIRECTION OR SUPERVISION AND I/WE ACCEPT RESPONSIBILITY FOR THE WORK. THE SEAL AFFIXED TO THIS DOCUMENT IS VALID FOR THIS DRAWING, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHORIZED BY US WITHOUT OUR SEAL AFFIXED. THIS DOCUMENT IS NOT VALID FOR ANY PURPOSE PRIOR TO THE CONSTRUCTION OF AN ENGINEERING PROJECT OR SURVEY.

Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

Cover Sheet

| | |
|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 1 OF 8 |

EXISTING FACILITIES, STRUCTURES AND UTILITIES AT OR NEAR THE PROJECT SITE HAVE BEEN SHOWN IN THE PROJECT PLANS USING AVAILABLE INFORMATION. THEREFORE, ANY LOCATIONS, DIMENSIONS AND MATERIALS SHOWN IN THE PROJECT PLANS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, STRUCTURES AND UTILITIES NOT SHOWN IN THE PROJECT PLANS AND THE LOCATIONS, DIMENSIONS AND MATERIALS OF THE FACILITIES SHOWN IN THE PROJECT PLANS MAY BE DIFFERENT THAN WHAT EXISTS IN THE FIELD. BEFORE SUBMITTING A BID VERIFY THE LOCATIONS, DIMENSIONS AND MATERIALS OF ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES AT AND NEAR THE PROJECT SITE. BEFORE STARTING ANY WORK, LOCATE AND PROTECT ALL EXISTING FACILITIES, STRUCTURES AND UTILITIES, WHETHER OR NOT SHOWN IN THE PROJECT PLANS.

KEYED NOTES:

1. General location of Retrofit Type "A2" Expansion Joint per details. Adjacent addresses are provided for reference only. Retrofit Type "A2" Expansion Joint to be installed at location as marked by Owner on existing pavement (21 total).

BID SET


KEC
KEHOE ENGINEERING COMPANY INC.
2920 Sandtrap Drive
Dardenne Prairie, MO 63368-9740
636.978.6008 tel. 636.898.0923 fax.
www.KehoeEngineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005005583


| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|

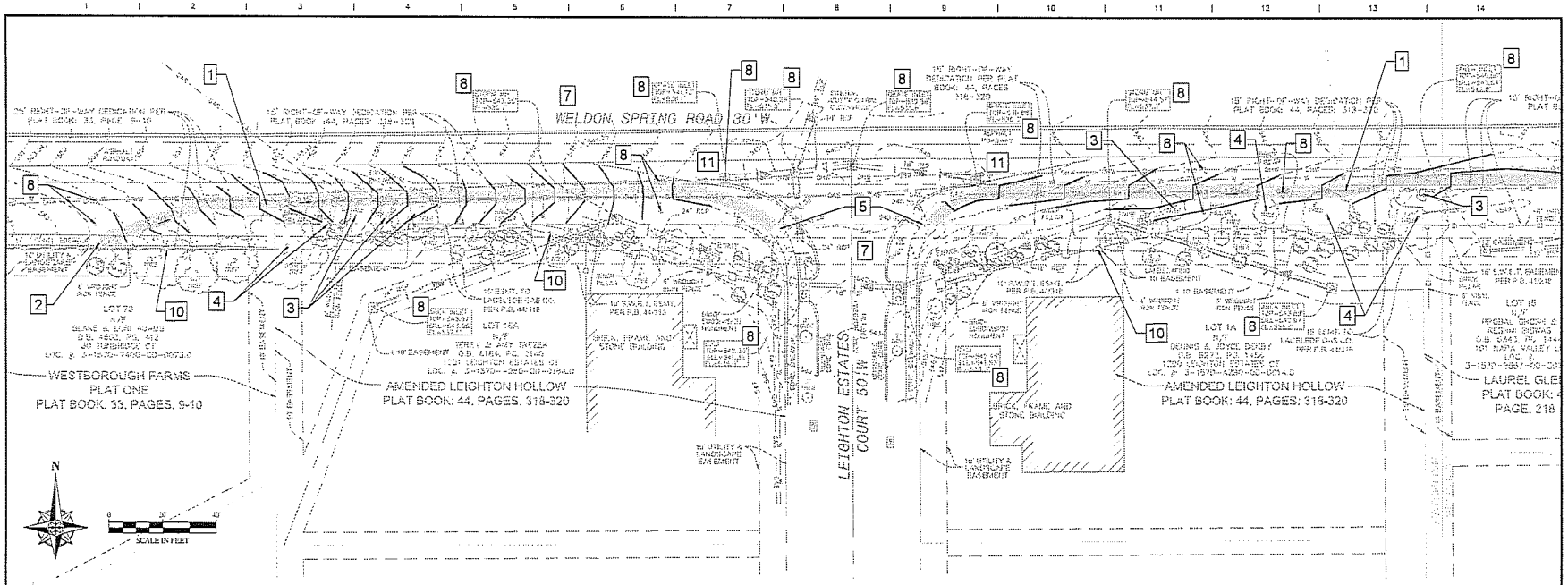
STATE OF MISSOURI
LUKE R. KEHOE
E-29678
REGISTERED PROFESSIONAL ENGINEER

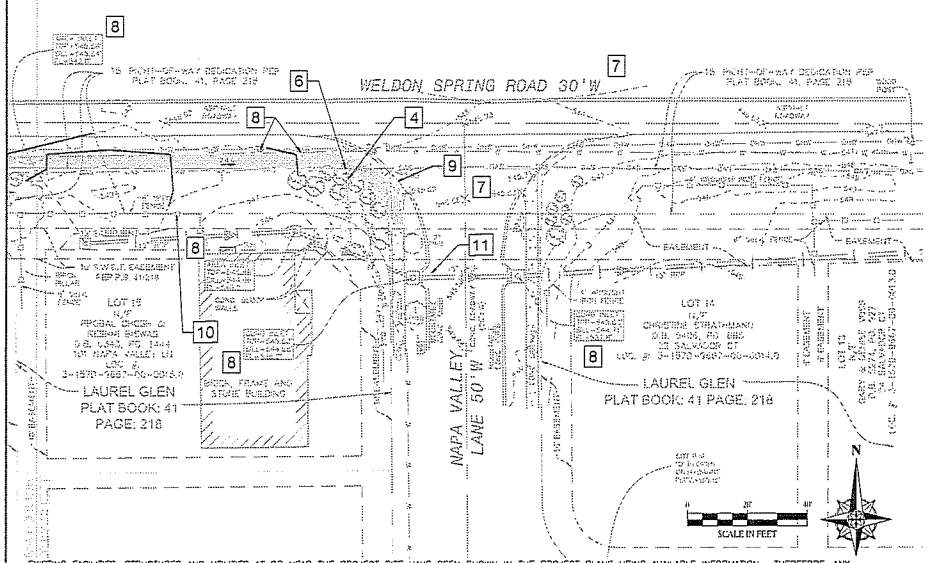
THE WORK THAT LUKE R. KEHOE, REGISTERED PROFESSIONAL CIVIL ENGINEER (LICENSE NO. E-29678), HAS PREPARED OR HAS PREPARED UNDER HIS DIRECTION IS LIMITED TO THIS SHEET AND DOES NOT COVER, AND NO RESPONSIBILITY IS TAKEN FOR OTHER DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHORIZED BY HIS PERSONAL SEAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT OR SURVEY

Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

EJs – Dardenne Landing Subdivision

| | |
|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 2 OF 8 |

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KEYED NOTES:

1. Install 5-foot wide Portland Cement Concrete sidewalk per details.
2. Remove 63 feet of existing to nearest joint to create butt joint with new sidewalk.
3. Remove existing tree/shrub.
4. Trim trees and bushes within clear zone per details. No work shall occur outside of the public right-of-way.
5. Existing sidewalk/curb ramp (Use in Place).
6. Existing utility (Adjust to Grade).
7. Existing pavement (Do Not Disturb)
8. Existing utility (Do Not Disturb).
9. Install curb ramp per details.
10. Existing fence (Do Not Disturb).
11. Storm sewer inlet siltation control device per details.

BID SET

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www.KehoeEngineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005005583

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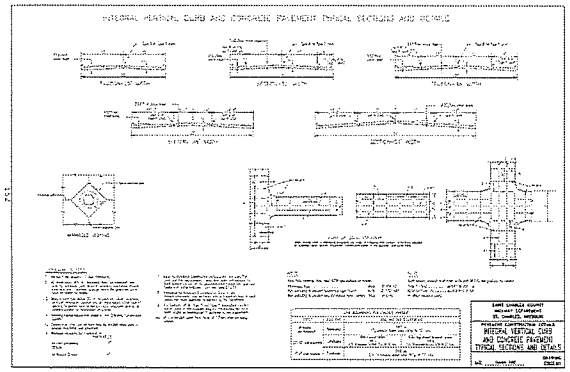
STATE OF MISSOURI
MIKE R. KEHOE
E-29678
REGISTERED PROFESSIONAL ENGINEER

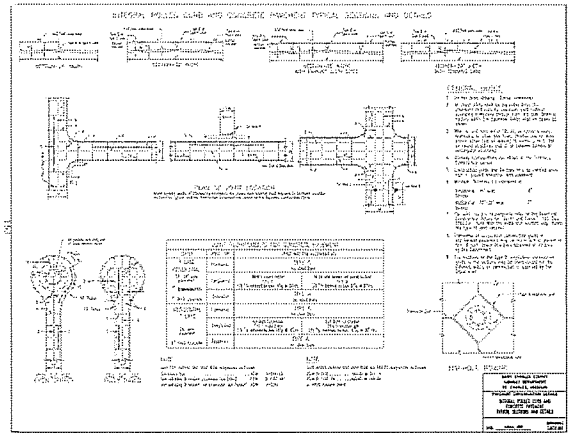
THE WORK THAT MIKE R. KEHOE, REGISTERED PROFESSIONAL CIVIL ENGINEER (LICENSE NO. E-29678), HAS PREPARED OR HAS PREPARED UNDER HIS DIRECTION IS LIMITED TO THIS SHEET AND DOES NOT COVER, AND NO RESPONSIBILITY IS TAKEN FOR OTHER DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHENTICATED BY HIS PERSONAL SEAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT OR SURVEY

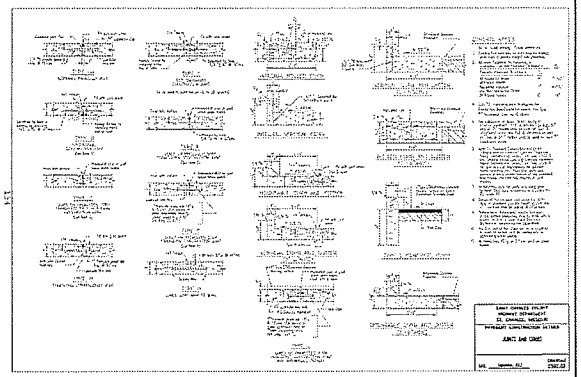
Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

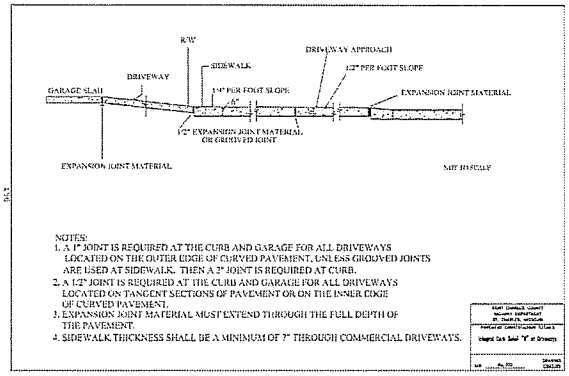
Weldon Spring Road Sidewalk Extension

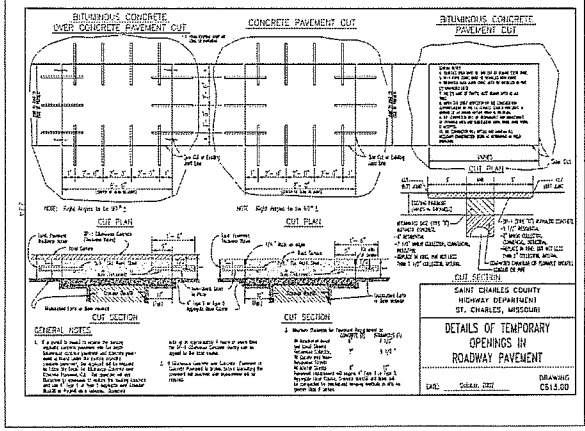
| | |
|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 3 OF 8 |

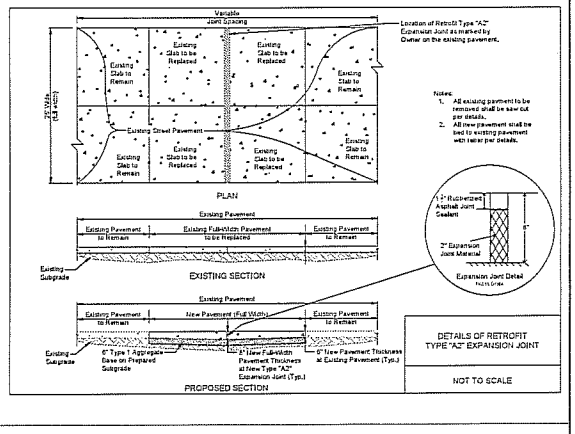


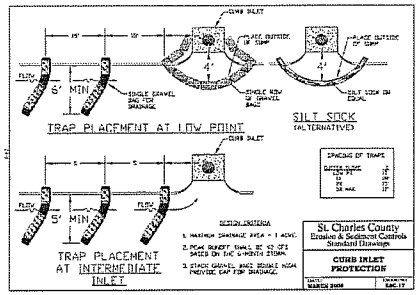



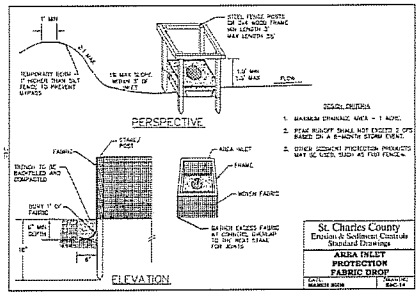



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BID SET

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www.kehoeengineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005000243

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STATE OF MISSOURI
JOSEPH A. KEHOE
NUMBER E-29678
PROFESSIONAL ENGINEER

THE WORK THAT LIKE K. KEHOE, REGISTERED PROFESSIONAL CIVIL ENGINEER (LICENSE NO. E-29678), HAS PREPARED OR HAS PREPARED UNDER HIS DIRECTION IS LIMITED TO THE SHEET OR SHEETS SEALED BY HIM. THE SEAL APPEARING HEREON FOR OTHER DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHENTICATED BY HIS PERSONAL SEAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROFESSIONAL OR ENGINEERING PROJECT OR SURVEY.

Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

Details

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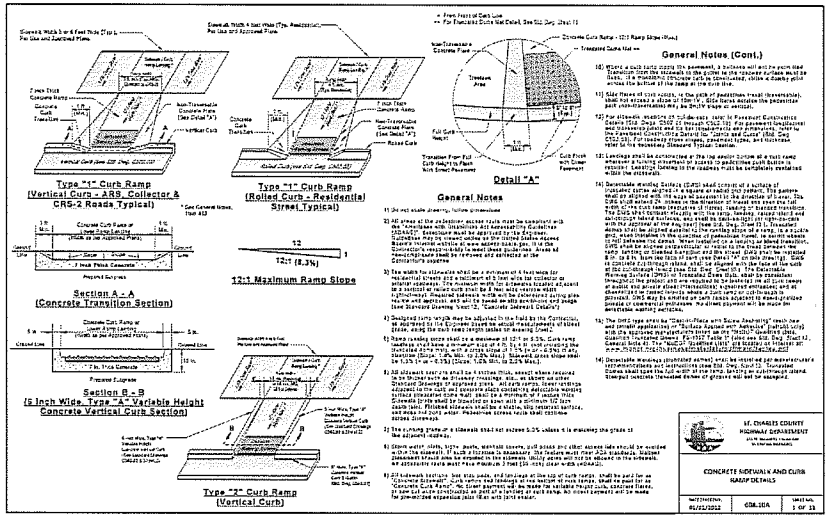
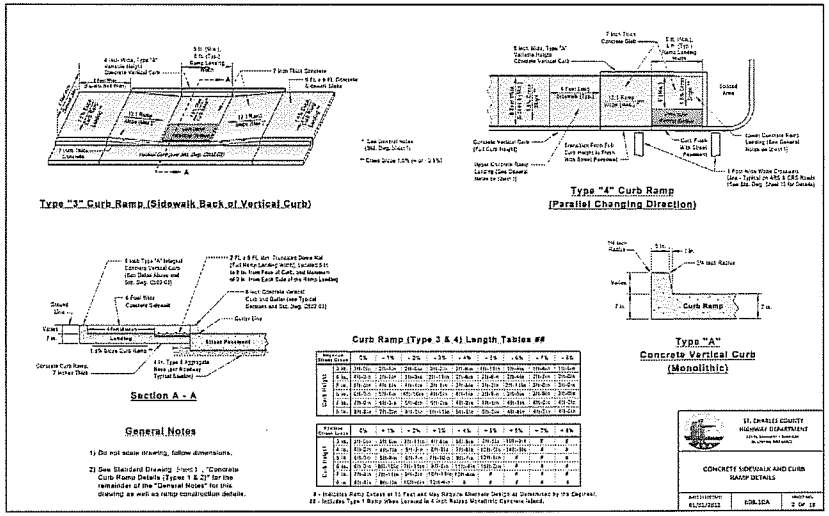
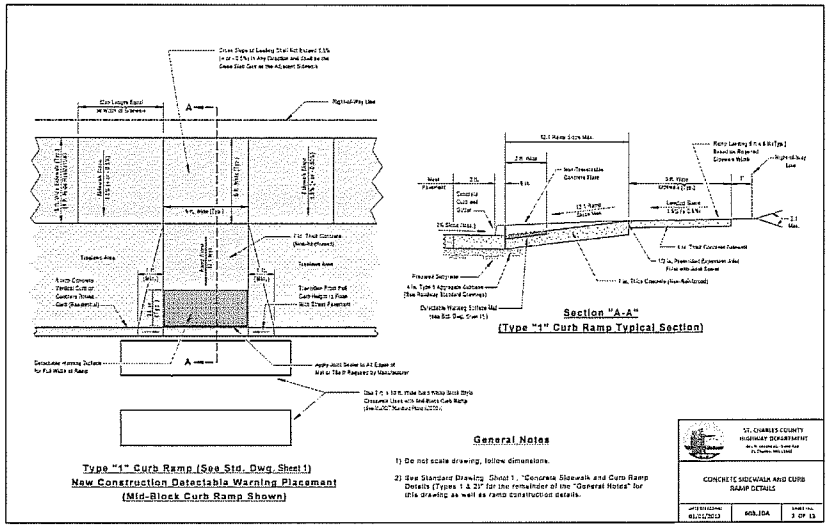
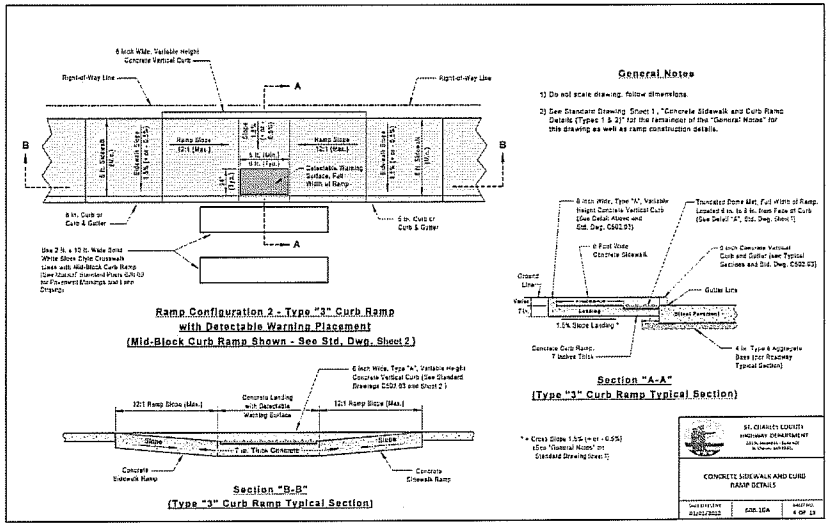
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 4 OF 8 |

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BID SET

KEC
KEHOE ENGINEERING COMPANY INC.
2920 Sandridge Drive
Dardenne Prairie, MO 63368-9140
636-561-8000 Fax: 636-561-8001
www.KehoeEngineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005005563

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STATE OF MISSOURI
E-29678
PROFESSIONAL ENGINEER

THE WORK THAT GIVE A KEHOE, REGISTERED PROFESSIONAL ENGINEER LICENSE NO. E-29678, HAS PREPARED OR WAS PREPARED UNDER HIS DIRECTION IS LIMITED TO THE SAID WORK. THE SEAL OF THE ENGINEER PRESENT IS NOT TO BE USED TO SUPERSEDE OR ESTABLISH RIGHTS IN OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHENTICATED BY HIS PERSONAL SEAL. NEIGHER IS THE SEAL INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT OR SURVEY

Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

Details

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|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
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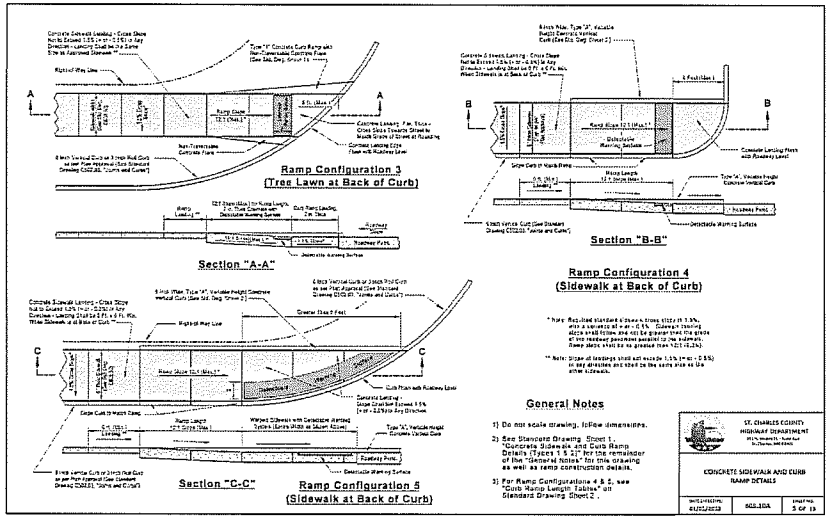
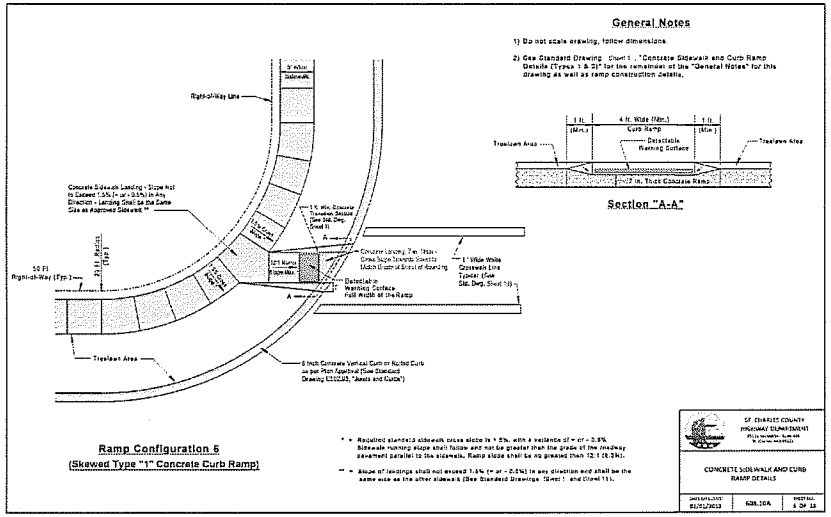
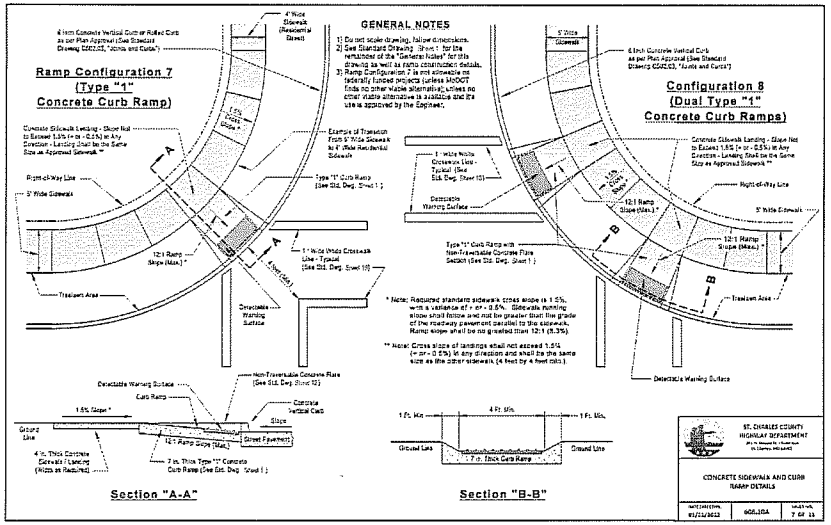
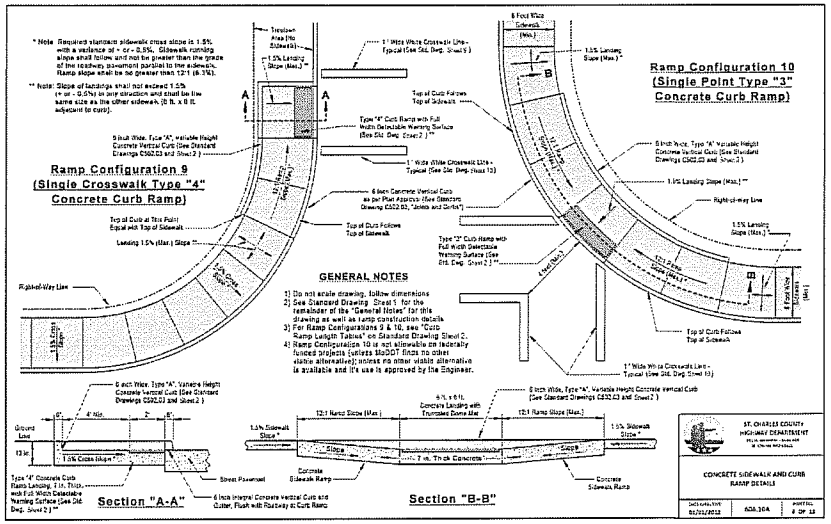
| SHEET | 5 OF 8 |




BID SET

KEC
KENOE ENGINEERING COMPANY INC.
2920 Sandman Drive
Dardenne Prairie, MO 63368-9740
636.978.6006 tel. 636.898.0923 fax.
www.kenoe.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2006005533

| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|

STATE OF MISSOURI
JEFFREY A. MOBERLY
E-29678
REGISTERED PROFESSIONAL ENGINEER

THE WORK THAT MAKE IN, KENOE, REGISTERED PROFESSIONAL CIVIL ENGINEER (LICENSE NO. E-29678), HAS PREPARED OR WAS PREPARED UNDER HIS DIRECTION OR LIMITED TO THIS SHEET, INCLUDES ALL OF THE ENGINEERING RESPONSIBILITY IS FOR OTHER DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHENTICATED BY HIS PERSONAL SEAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT OR SURVEY

# Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

Details

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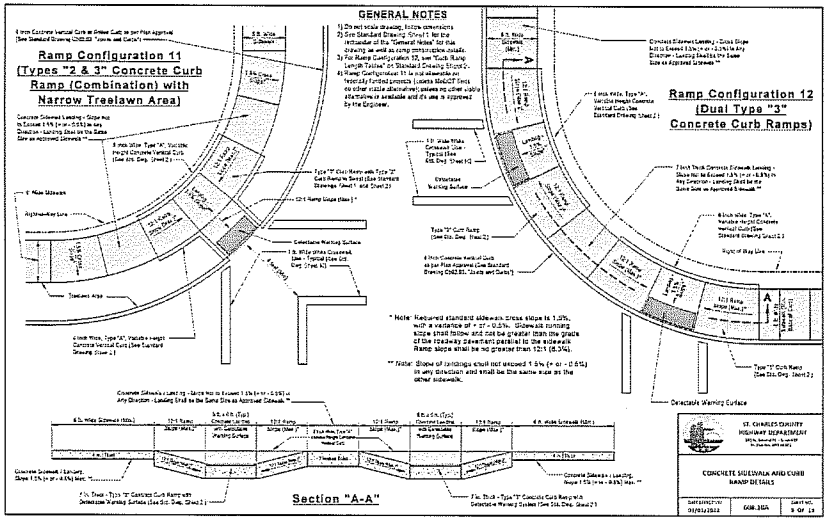
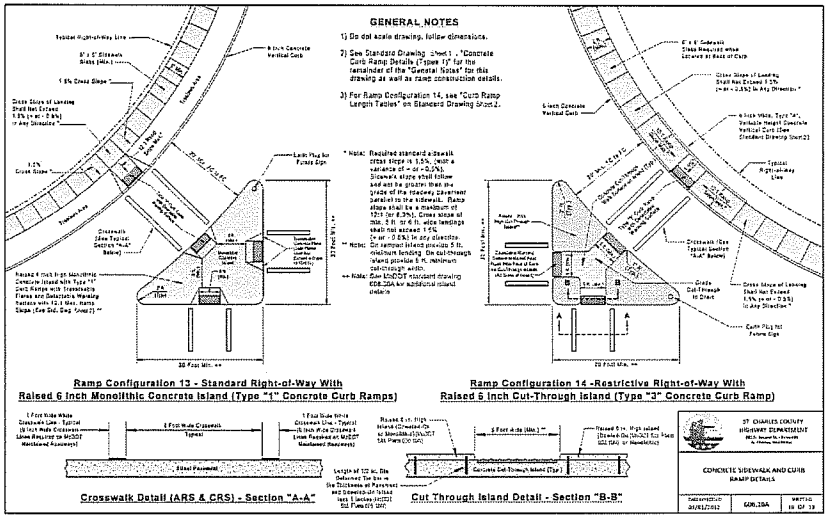
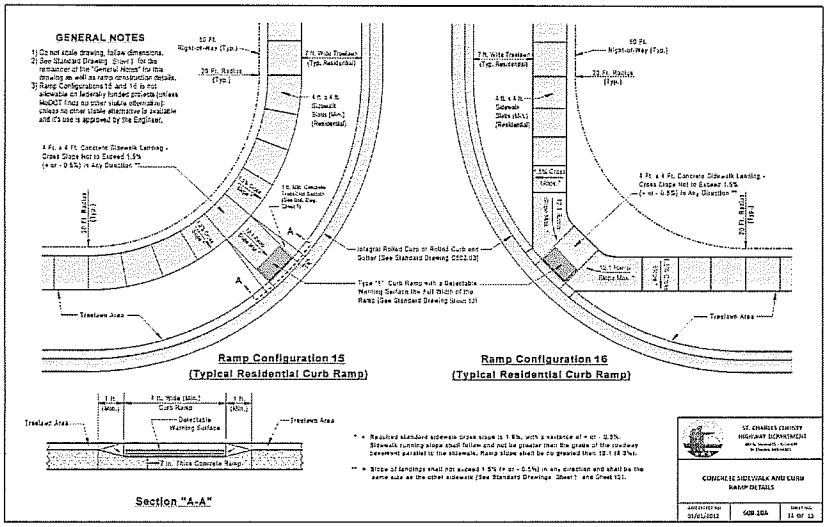
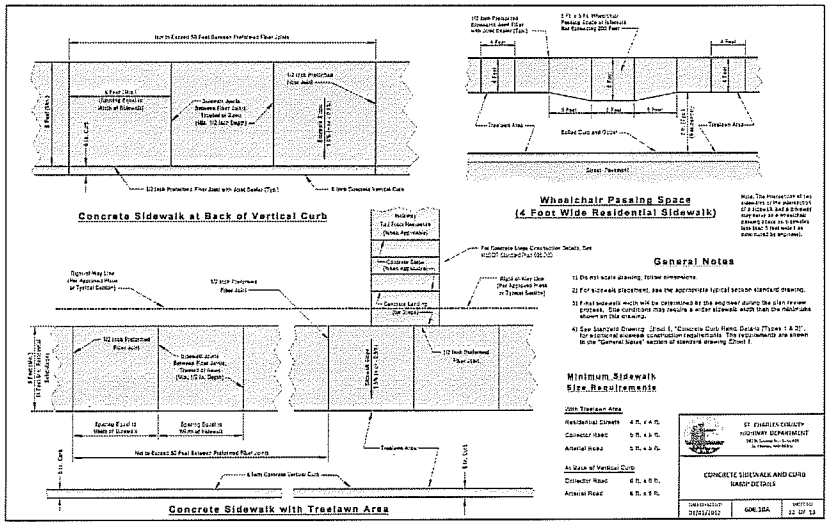
|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 6 OF 8 |




BID SET

KEC
KEHOE ENGINEERING COMPANY INC.
2928 Sandship Drive
Chesterfield, MO 63005-9740
636.530.9600 Ph. 636.530.9623 fax.
www.KehoeEngineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005005313

| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|

STATE OF MISSOURI
JOSEPH R. NUSBAUM
E-29678
PROFESSIONAL ENGINEER

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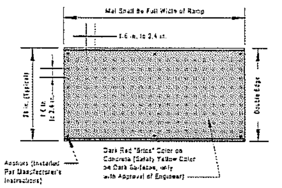
Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

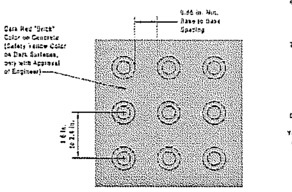
Details

DATE 09/14/2016
SCALE AS SHOWN
PROJECT NUMBER 971700
SHEET 7 OF 8

## General Notes




**Detectable Warning Surface (DWS)**
**(Mat, Tile or Panel)**




**Square Pattern, Parallel Alignment**

1) Do not scale drawings, follow dimensions.

2) The surface shall be compliant with the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)", Detectable Warnings (Paragraph 4.29), and Curb Ramps (Paragraph 4.7), and Ramps (Paragraph 4.8). Non-compliance shall be removed and corrected at contractor's expense.

3) The contractor and/or manufacturer must provide a performance warranty on the product and installation of the Detectable Warning Surface (DWS) for a minimum period of 5-year from the date of project acceptance or installation (whichever date is later). The performance warranty shall guarantee that the DWS is free from defects in workmanship and material including deformation, breakage, excessive wearing or breakage of truncated domes, color fastness, delamination, or attachment to pavement surface.

4) The Detectable Warning Surface (DWS) type shall be "Cast-in-Place with Screw Anchoring" (both new and retrofit applications) or "Surface Applied with Adhesive" (retrofit only), with the approved manufacturers listed on the "MoDOT Qualified Lists, Qualified Truncated Domes, FS-1061 Table 1" (also see MoDOT Std. Dwg. 608.10N). The MoDOT "Qualified Lists" are located on the Internet at: www.modot.org/business/materials/pdf/mpintables.pdf

5) Refer to St. Charles County Standard Drawings Sheet 1 through Sheet 12 for sidewalk and curb ramp details and typical configurations. Truncated dome mats, tiles or panels are required on all raised concrete channelization islands with curb ramps (see Standard Drawing CCGP 43).

6) SAFETY MEASURES - Using barricades, cones or other safety devices, block off work area to pedestrian and vehicle traffic during installation process. Have work crew be prepared to offer alternate accessible pathway to disabled pedestrians during the time work is being performed and adhesive is curing.

7) Contractors or manufacturers shall at the request of this Department, provide product literature, installation procedures, maintenance instructions, detectable warning (truncated dome) samples (minimum 12 in. x 12 in.), and if necessary current test reports in accordance with ASTM guidelines, and possible test installation by the contractor or manufacturer.

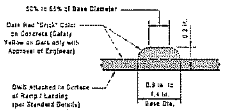
8) MATERIALS

Cast-in-place composite tiles or mats shall be made of polyester/vinyl ester reinforced compression molded material or similar approved material, throughout the thickness of the detectable warning surface. Colors shall be dark red "Brick" color (on concrete surface) and Safety Yellow (on dark surfaces with the approval of the engineer). DWS shall meet the Federal standard colors for tactile panels. UV stabilization protection (fade resistance) shall be homogeneous throughout the composite material and not rely on any type of painted or coated surface to achieve color or UV cure compliance. Mats or tiles shall have a minimum of six (6) corrosion resistant anchors with color coordinated corrosion resistant fasteners.

9) Detectable Warning Surface (DWS) shall consist of a surface of truncated domes aligned in a square or radial grid pattern. The pattern shall be aligned with the edge of pavement in the direction of travel. The DWS shall extend 24 inches in the direction of travel and span the full width of the curb ramp (exclusive of flares), landing or blended transition. The DWS shall contrast visually with the ramp or landing surface (dark-on-light surface, or light-on-dark surface), with a slip resistant surface or pattern (comply with ADA and ADAAG guidelines). Truncated domes shall be aligned parallel to the running slope of a ramp, in a square grid, when installed in the direction of pedestrian travel, to permit wheels to roll between the domes. DWS shall be installed 6 in. to 8 in. from the face of curb, the full width of the ramp (max. of 2 in. from each side of the ramp or landing - see Detail "A" on Std. Dwg. Sheet 1). DWS in a cut-through island, shall be installed full width, aligned with the face of the cut-through island curb (see Std. Dwg. Sheet 10).

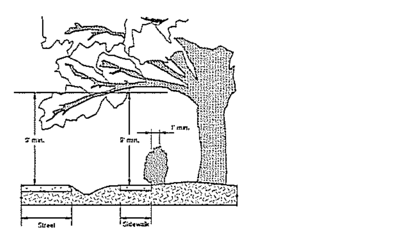
10) The DWS, truncated dome mats, tiles or panels used, shall be consistent throughout the project and are required to be installed on all curb ramps at public and private street intersections; signalized entrances; and at all channelized and raised islands where a curb ramp or cut-through is provided. DWS shall be omitted on curb ramps adjacent to private entrances. The DWS type and location shall be approved by the Engineer prior to installation. No direct payment will be made for detectable warning surfaces.

11) Truncated dome mats, tiles or panels shall be a cast-in-place product (new construction) or surface applied (retrofit applications), and approved by the project engineer prior to usage. Tiles or mats shall be pre-formed or pre-cast and installed per manufacturer's recommendations and instructions. Stamped concrete truncated domes or grooves will not be accepted.




**Truncated Dome Detail**

| ST. CHARLES COUNTY HIGHWAY DEPARTMENT | | |
|---|---|---|
| CONCRETE SIDEWALK AND CURB RAMP DETAILS | | |
| 01/01/2012 | 608.10A | 11 OF 13 |




All tree and shrub branches in the 9-foot height and 1-foot lateral clear zone at existing or new sidewalks of the project area shall be trimmed pursuant to City standards.

TREE & SHRUB TRIMMING

NOT TO SCALE

# ARBORICULTURAL SPECIFICATIONS AND STANDARDS OF PRACTICE

**FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI**

The following section outlines the standards of practice that must be followed by anyone performing maintenance on plant material located on City-owned property, including public right-of-way. While these practices are not mandated for those performing work on privately owned trees or landscapes, they can serve as an excellent reference tool for anyone responsible for maintaining trees and plants.

Any person wishing to perform maintenance on City-owned plant material must first obtain a permit authorizing such action. Applications for a permit are available from the City of Dardenne Prairie. Copies of the applications are also included in the appendix of this manual. Completed applications must be submitted at least five business days before the scheduled work. The application must be approved and a permit must be issued before any work may be performed.

PRUNING GUIDELINES FOR PUBLIC PLANT MATERIALS

No tree, shrub or other plant should be pruned without good reason and a clear understanding of what the results are likely to be. It is very difficult to change the natural growth habit or mature size of a plant, and random pruning may only make a bad situation worse. Such cuts could result in either an irreversible form change or an entry port for insects or disease. This outcome is unnecessary. No tree, shrub or other plant material should be cut back in such a manner that is health is impaired.

Outlined in this section are specific standards of practice that must be adhered to when pruning any plant material located on City-owned property. The guidelines are clear and easy to follow. Any questions should be directed to the Dardenne Prairie Parks Department.

The following general rules must be adhered to when performing approved pruning on plant material located on City-owned property.

1. All pruning tools must be kept adequately sharp to insure smooth cuts.
2. All tools used on disease-infected trees or shrubs must be properly disinfected before being used on any other plant material. Tools must also be disinfected between pruning infected and uninfected plant areas within the same plant material. Disinfecting can be accomplished by wiping the tools with isopropyl alcohol or ten (10) percent bleach to water solution.
3. No spurs, climbing irons, or spike shoes will be permitted for use on City trees unless the tree is to be removed.
4. All tree pruning cuts must be made just outside the branch collar (see Figure 1). This method will favor the earliest possible covering of the wound by natural callous growth. Flush cuts are not allowed.
5. When only a portion of the branch is being removed, all cuts must be made at a node or branch crotch, and no stubs may be left.
6. When large tree branches are being removed they must be controlled in a manner that prevents damage to property, persons, other plants or other parts of the tree itself. This may require branches to be secured by ropes and lowered safely. Under no circumstances is it permissible to wrap ropes around other trees to aid in lowering large branches.
7. Removing large branches may require two-stage pruning, with the first two cuts being made one to two feet beyond the intended final cut to remove the weight of the branch (see Figure 1). The final cut should be made in a manner to prevent tearing back of the bark and wood.

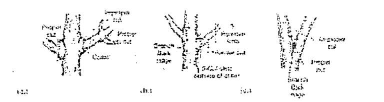



Figure 1 - Pruning - All cuts must be made at a node, branch crotch, or just outside of the branch collar (a). Heavy branches should be removed in two stages with at least three cuts (b). Co-dominate branches may be removed by cutting at an angle outside of the branch bark ridge (c).

8. No individual will be permitted to prune any tree that has branches that touch any utility line. Any such tree requiring pruning will be pruned by the utility company, the City, or the City's Approved contractor.
9. Unless the work area is totally barricaded or otherwise kept safe during tree work, at least one responsible worker must serve to coordinate safe operations from the ground at all times.
10. When large tree sections are being cut, the work area must be barricaded using street and sidewalk barriers, highway cones and/or signs to warn the public of danger.
11. Flashing lights or lighted flares must be placed on all barriers or obstructions remaining in the area after dark.
12. Whenever barricades or work areas block any portion of a street, flagging personnel must be stationed to insure as little obstruction to the flow of traffic as possible. Street blockage techniques must be in accordance with the most-current edition of the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.
13. Whenever a street must be blocked off, the police, fire, ambulance, City Administrator and City Parks Director must be notified of the location and length of time the street will be blocked. These departments must also be notified when the barriers are removed or if they are to remain longer than originally expected. Any street closing must be in accordance with the most-current edition of the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.
14. Under no circumstances may workers leave the scene of operation with any severed or partially cut branches remaining in any trees.
15. All debris from pruning operations must be cleaned up and removed before workers leave the site. The work area must be kept clean to prevent hazards or unsafe conditions during operations. Debris must not be placed in any manner which could result in a hazardous situation to workers or the public.
16. Exception to parts of these guidelines may occur in situations of emergency relief where immediate danger to persons or property exists. Any such emergency procedures performed must be reported to the Parks Department promptly.

There are three categories of tree pruning addressed in this manual. Minimum or Safety Prune consists of the minimum pruning necessary to correct extreme or undesirable conditions which may be hazardous to persons or property. Medium Prune includes the steps taken in Minimum or Safety Prune in addition to the removal of any branches that may menace the future health, strength, and/or attractiveness of the tree. Head Back Prune is reducing up to one third of the height and/or spread of the tree. Head Back Prune is discouraged and should be used only under extreme circumstances. The following describes the guidelines for each of these categories.

Minimum or Safety Prune
1. Removal of dead or dying branches.
2. Removal of broken or loose branches lodged in the trees.
3. Removal of any lower limbs which constitute a threat to persons or property. This includes removal of limbs to achieve the minimum clearance over street or sidewalk as required by City Code. (The City discourages removing lower limbs to the point that the trunk exceeds one third of the height of the tree.)

Medium Prune
Medium Prune may include any or all of the specifications for Minimum or Safety Prune, in addition to those listed below.
1. Removal of dead and live branch stubs from previously broken or poorly cut branches.
2. Removal of any live branches that interfere with the tree's structural strength and healthy development. This may include:
   a. Crossed or rubbing branches
   b. Multiple leaders in a single leader type tree
   c. Undesirable sucker and sprout growths
   d. Excessively heavy branch ends
   e. Multiple branches near the end of broken or stubbed limbs
3. Removal or severing of girdling roots.
4. Removal of branch tips that extend beyond the natural form or outline of the tree.

Head-Back Prune
Head-Back Prune techniques should only be used when plant growth endangers overhead utility lines, interferes with adjacent structures, or otherwise creates a specific hazard to persons or property. The City of Dardenne Prairie strongly discourages this type of pruning.
1. Head-Back Pruning may only be done by the "drop-crotch" method (see Figure 2).

Figure 2. – Head-Back Prune – This pruning can reduce the size of the tree without destroying the tree's natural form. Some branches are removed at their junction with shorter, larger diameter branches while others are removed at the trunk. This pruning is discouraged by the City of Dardenne Prairie and will only be permitted under rare circumstances.

2. No more than one-third of the crown of the tree may be removed.
3. Head-Back Pruning will not be permitted when the result would be a tree with a seriously compromised crown to trunk ratio or an excessively reduced canopy, affecting the tree's structural integrity and biological functions such as wound sealing and compartmentalization, photosynthesis, respiration, and productive growth.
4. Absolutely no "Topping" will be permitted.

REMOVAL OF PUBLIC TREES OR OTHER PLANT MATERIAL
The City of Dardenne Prairie considers trees to be vital resources that contribute to the beauty and the proper functioning of the expanding City. As a result, each request for removal of plant material on City-owned property will be evaluated carefully. Consideration will be given to the location, health, age, aesthetic value, uniqueness, historical significance and wildlife habitat of the tree or plant material concerned. The decision to remove any plant material on City-owned property will rest with the assigned Agent of the City Administrator.

A completed Application for Permit to remove plant material must be submitted to the City at least five business days before the anticipated work date. If the Agent of the City Administrator approves the removal of the plant material, the following guidelines must be strictly followed.
1. Unless the work area is totally barricaded during tree removal, at least one responsible worker must serve specifically to coordinate safe operations from the ground at all times.
2. Whenever tree sections that pose a hazard to persons or property are being cut, the work area must be barricaded using street and sidewalk barriers, highway cones, or signs. Barriers must be placed to insure the safety of the general public with as little inconvenience as possible to vehicular and pedestrian traffic. Flashing lights or lighted flares must be placed on all barriers remaining in the street after dark. All barrier techniques must be in accordance with the most-current edition of the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.
3. Whenever barricades or work areas block any portion of a street, flagging personnel must be stationed to insure as little obstruction to the flow of traffic as possible. All street blockage techniques must be in accordance with the most-current edition of the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.
4. Whenever a street must be blocked off, the police, fire, ambulance, City Administrator and City Parks Director must be notified of the location and length of time the street will be blocked. These departments must also be notified when the barriers are removed or if they are to remain longer than originally expected. All street closing must be in accordance with the most-current edition of the U.S. Department of Transportation Federal Highway Administration Manual on Uniform Traffic Control Devices.
5. The stumps of all removed trees must be cut or ground down at least six inches below the normal ground level. The area must be backfilled, the soil leveled and vegetation restored.
6. All tree branches being removed must be controlled in a manner to prevent damage to property, persons or other plants. This may require branches to be secured by ropes and lowered safely. Under no circumstances is it permissible to use other trees to aid in lowering branches that are being removed.
7. Neither utility poles nor other trees may be used as an anchor for any procedures, including anchoring of winch trucks or other devices.
8. Replacement of plants may be required as a condition for permit approval. Replacement plant material must meet specifications outlined in Section II of this manual.

BID SET

**KEC**
KEHOE ENGINEERING COMPANY INC.
2920 Sandfup Drive
Dardenne Prairie, MO 63368-9740
636.978.6008 tel. 636.898.0923 fax.
www.KehoeEngineering.com
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2005005563

| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|
| | | | |

THE WORK THAT LUKE R. KEHOE, REGISTERED PROFESSIONAL CIVIL ENGINEER (LICENSE NO. E-29678), HAS PREPARED OR HAS PREPARED UNDER HIS DIRECTION IS LIMITED TO THIS SHEET AND DOES NOT COVER, AND NO RESPONSIBILITY IS TAKEN FOR OTHER DRAWINGS, SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT AUTHENTICATED BY HIS PERSONAL SEAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE ARCHITECTURAL OR ENGINEERING PROJECT OR SURVEY

Street Maintenance and Pedestrian Facilities Improvements Project
Dardenne Prairie, Missouri

Details

| | |
|---|---|
| DATE | 09/14/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 971700 |
| SHEET | 8 OF 8 |

PROPOSAL
for
SEALED BID – Project 971700

TO: City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, Missouri 63368

The work will consist of retrofitting street slab expansion joints (along with slab replacement) and constructing sidewalks on various City streets, including site restoration and other incidental work all in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

| No. | DESCRIPTION OF ITEM | | UNIT | EST. QUAN. | UNIT COST | COST |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | MOBILIZATION | | LS | 1 | | |
| 2 | EXPANSION JOINT INSTALLATION (INCLUDES SAW CUTTING AND REMOVAL OF EXISTING SLABS AND NEW STREET SLAB CONCRETE PLACEMENT ON ROCK BASE) | | EA | 21 | | |
| 3 | CONTRACTOR FURNISHED SURVEY/LAYOUT | | LS | 1 | | |
| 4 | TEMPORARY TRAFFIC CONTROL AND MAINTENANCE | | LS | 1 | | |
| 5 | SILTATION AND EROSION CONTROL | | LS | 1 | | |
| 6 | RELOCATE EXISTING IRRIGATION | | LS | 1 | | |
| 7 | ADJUST OR REMOVE EXISTING IMPROVEMENTS | | LS | 1 | | |
| 8 | CLASS A EXCAVATION | | LS | 1 | | |
| 9 | CONCRETE SIDEWALK | | SY | 323 | | |
| 10 | CONCRETE RAMP | | EA | 1 | | |
| 11 | FINISH-GRADE/SOD/FERTILIZE ALL DISTURBED AREAS | | LS | 1 | | |
| | | | | | | |

TOTAL $_____

Suitable bid security in the amount of _____ Dollars ($_____) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the City of Dardenne Prairie if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the project areas, the plans and the specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the City and to fully complete the project within ninety (90) calendar days. The Notice to Proceed date is expected to occur on October 20, 2016. The contractor will have ninety (90) calendar days from the Notice to Proceed to complete all work.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

FIRM NAME _____
BY _____
TITLE _____
ADDRESS _____
_____
TELEPHONE _____
DATE _____

# CITY-CONTRACTOR AGREEMENT
# STREET MAINTENANCE AND PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT
# Sealed Bid 971700

This Agreement, made between _____, hereinafter called the Contractor, and the City of Dardenne Prairie, Missouri herein called the City, for consideration in the amount of _____ dollars & 00/100 ($_____.00), agree as follows:

## ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

## ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the City Engineer to begin work and shall fully complete all work under this contract within ninety (90) calendar days. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged in the amount of three hundred ($300) dollars per day for each calendar day until the job is completed, accepted, and approved by the City Engineer. Contract completion is defined as acceptance of all work including correction of all deficiencies.

## ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the Contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 10% retainage will be held from all invoices submitted to the City for payment until the final lien waivers and other close out paperwork are furnished to the City.

## ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

## ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the City Engineer within fifteen (15) days after the date of acceptance of the work as a

statement of the amount due the Contractor along with the final lien waivers. This estimate shall be based on all work completed, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

ARTICLE 7. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the City one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place. Missouri Annual Wage Order #23 as amended 3/10/2016 shall be in effect for this project.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

The Contractor to whom the contract is awarded and any subcontractor under such Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The Contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 9. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City's Auditor, or a duly authorized representative from the City, at the City's expense. The Contractor shall preserve all such records for a period of three years, unless permission to destroy them is granted by the City, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this _____ day of _____, 20__.

Executed by the Contractor this _____day of _____, 20__.

| | |
|---|---|
| CONTRACTOR: _____ | CITY OF DARDENNE PRAIRIE, MO |
| BY: _____ | BY: _____ |
| TITLE: _____ | TITLE: MAYOR |
| ATTEST: _____ | ATTEST: _____ |

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

_____
Kimberlie Clark, CITY TREASURER

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

**BOARD OF ALDERMEN**
**MEETING AGENDA**
**OCTOBER 19, 2016**
**7:00 p.m.**

---

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

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

OPEN FORUM

CONSENT AGENDA
1. Board of Aldermen Minutes 10-05-16
2. Workshop Summary 10-05-16
3. Expenditures for Approval 10-19-16
4. Treasurer's Report – As of September 30, 2016

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC HEARING

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

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

NEW BUSINESS

1. **Bill # 16-27**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE RELEASE AND VACATION OF A PORTION OF A DEDICATED EASEMENT ON LOT 16 OF PEACEFUL VALLEY

2. **Bill # 16-28**
   AN ORDINANCE SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2017 IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

3. **Bill # 16-29**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ATHLETIC FIELD IMRPOVEMENT AND RESERVATION AGREEMENT WITH AMERICAN CRICKET ACADEMY & CLUB

4. **Bill # 16-30**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER FOR THE STREET MAINTENANCE AND PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT No. 971700

5. **Bill # 16-31**
   AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A SETTLEMENT AND RELEASE AGREEMENT WITH RAINERI BUILDING MATERIALS, INC.

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

**BOARD OF ALDERMEN MINUTES** **OCTOBER 5, 2016**

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:10 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

Present at roll call were Mayor Zucker, Aldermen Wandling, Koch, Gotway and Nay (via video conference). Aldermen Santos and Klingerman were absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff members Jeff Amelong and Alicia Gay were also in attendance.

CONSENT AGENDA

1. Board of Aldermen Minutes 9-21-16
2. Workshop Summary 9-21-16
3. Expenditures for Approval 10-05-16
4. Treasurer's Report – As of July 31, 2016
5. Treasurer's Report – As of August 31, 2016
6. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #3

With no objections, the consent agenda was approved.

OPEN FORUM – The following individuals were in attendance to speak:

Justin Joyce – 2613 Tysons Court
Bobby Norman – 2620 Tysons Court
Ed Dolan – 2619 Tysons Court
Chris Canfield – 2618 Tysons Court

PUBLIC HEARING

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

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to continue the public hearing to 11-16-16. Motion passed unanimously.

ADJOURNMENT

A motion was made by Alderman Koch, Seconded by Alderman Gotway to adjourn the meeting at 7:33 p.m. Motion passed unanimously.

Respectfully submitted,

_____

Kim Clark
City Clerk

**WORKSHOP SUMMARY** **OCTOBER 5, 2016**

The City of Dardenne Prairie workshop session was called to order at 5:36 p.m.
The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The meeting was opened with the Pledge of Allegiance.

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

## ITEMS FOR DISCUSSION AND CONSIDERATION

1. Trail & Drainage Improvements at Dardenne Greenway Parks – Change Order #3 (Kehoe)
2. Concern of Bobby Norman regarding noise and traffic infraction at 3 way stop of Bates/McCluer/Henning Roads (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 (10-05-16)

## STAFF COMMUNICATIONS

City Engineer Luke Kehoe updated the Board on the status of the Weldon Spring Road and Stump Road sidewalk projects and the repair of the overlook at BaratHaven.
Alderman Wandling mentioned an issue with the fence along the Feise Road retaining wall.
Mayor Zucker mentioned the Salvation Army kickoff dinner and the 2017 budget process. He also had Mike Costlow of Canvas Cove provide an update on the rehabilitation facility.

## ADJOURNMENT

With no objections, the meeting was adjourned at 6:50.

Respectfully submitted,

_____
Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL**
**10/19/2016**

| | | | |
|---|---|---|---|
| 1 | Alicia Gay | Mileage & Meeting Reimbursements | 200.88 |
| 2 | Ameren | Street Lights to 10/5 | 106.42 |
| 3 | Ameren | Street Lights to 10/2 | 46.12 |
| 4 | County Land Maintenance | Brushhog-Hubble & Fall Maintenance Parks | 2,197.00 |
| 5 | Court-Missouri Department of Revenue | Crime Victims: September, 2016 | 748.65 |
| 6 | Court-Sheriff Retirement Fund | Retirement Fund: September, 2016 | 312.50 |
| 7 | Court-St. Charles County-Dom Violence Fund | Court Fines: September, 2016 | 208.00 |
| 8 | Court-Treasurer; State of Missouri | POST Fees: September, 2016 | 104.00 |
| 9 | First Bank | Credit Card Charges | 2,878.39 |
| 10 | Fred Pryor Seminars | Annual Membership: Clark | 199.00 |
| 11 | GFI Digital | Copies | 235.38 |
| 12 | GFI Digital | Computer Maintenance thru 11/12/16 | 800.00 |
| 13 | Hamilton Weber LLC | September, 2016 Legal Fees | 8,321.52 |
| 14 | Hoff Heating & AC | Air Conditioner Repair | 144.00 |
| 15 | Insurance: FCL Dental | Dental: November, 2016 | 435.14 |
| 16 | Kehoe Engineering | Reimbursable Engineering: September, 2016 (85%) | 85.00 |
| 17 | Kehoe Engineering | Engineering: September, 2016 | 12,106.40 |
| 18 | Linda Hasekamp | Skunk Removal Reimbursement | 80.00 |
| 19 | Marco | Copies | 195.14 |
| 20 | Mary Wilhoit | Senior Event Reimbursement | 75.00 |
| 21 | MO Department of Revenue | Quarterly Sales Tax Report | 35.00 |
| 22 | My Gov, LLC | Building Dept Software to December | 1,800.00 |
| 23 | Office Essentials | Office & Coffee Supplies | 349.12 |
| 24 | Payroll | Payroll: 10-07-16 | 18,210.34 |
| 25 | PWSD #2 | City Hall Fountain to 9-21-16 | 288.53 |
| 26 | PWSD #2 | City Hall to 9-21-16 | 127.74 |
| 27 | R & R Contracting Service Inc. | Porta Potties - Ballfield, Bluebird & BaratHaven | 276.00 |
| 28 | Sprint | Amelong Cell Phone | 67.30 |
| 29 | St. Charles County Health Department | Mosquito Control Services thru September | 155.95 |
| 30 | St. Louis Post Dispatch | Public Hearing Notices | 1,982.26 |
| 31 | Tri County Fence & Deck | Fence Repair at BaratHaven Park | 387.84 |
| 32 | United Printing Consultants | Business Cards & Court Envelopes | 514.18 |
| 33 | Windstream | Phone Service | 648.75 |
| | | | **54,321.55** |

Approved by Board of Aldermen 10/19/16

Mayor David C. Zucker

TREASURER'S REPORT

As of September 30, 2016

| | |
|---|---|
| Special Revenue Fund | 438,988.11 |
| General Fund - First Bank | 3,447,173.98 |
| General Fund - PNC (Account closed 9/27/16) | 0.00 |
| Parks & Storm Water Fund | 92,005.22 |
| Capital Improvement Sales Tax Fund | 234,022.75 |
| Municipal Bond Account | 1,803.42 |
| Escrow/Bond Account | 121,088.71 |
| Petty Cash | 100.00 |
| Cash Drawer | 200.00 |
| **TOTAL** | **4,335,382.19** |

| | |
|---|---|
| COP Series 2016 | 2,642.43 |
| Bryan Road NID Bond Fund | 123,007.46 |
| Bryan Road NID Bond Reserve Fund | 121,487.38 |

Respectfully submitted,

Kim Clark

Kim Clark
City Clerk/Treasurer

**BILL NO. 16-27**

**ORDINANCE NO. ___**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE RELEASE AND VACATION OF A PORTION OF A DEDICATED EASEMENT ON LOT 16 OF PEACEFUL VALLEY**

**WHEREAS**, there is on file at the office of the Recorder of Deeds of St. Charles County at Plat Book 41, Pages 19-20, the record plat for Peaceful Valley (the "Record Plat"); and

**WHEREAS**, pursuant to the filing of the Record Plat the property owner dedicated to the City certain easements identified thereon "for installation, use and maintenance, repair and replacement of sanitary sewers, storm sewers, gas lines, water lines, electric lines, cable lines and telephone lines, the purpose of constructing, maintaining and repairing of public utilities and sewer and drainage facilities ..." and

**WHEREAS**, the City is not currently using the easement for any public purpose, and has no immediate plans for the use of such easement for such purposes; and

**WHEREAS,** the Planning and Zoning Commission for the City of Dardenne Prairie recommended that the City vacate that portion of the easement identified on the Record Plat, located on Lot 16 and more particularly described on the Easement Vacation Exhibit, attached hereto as Exhibit A and incorporated by reference herein (the "Easement"); and

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie finds and determines that it is in the interest of the health, safety and welfare of the residents of the City of Dardenne Prairie that the public utility easement on the Lot be vacated.

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

**SECTION 1**. That the Easement on Lot 16 of Peaceful Valle, as identified on the Easement Vacation Exhibit attached hereto as **Exhibit A** and incorporated by reference herein, shall be, and is hereby vacated and released, and shall no longer be deemed or considered a public easement of the City of Dardenne Prairie and every right, title, interest, easement or right-of-way the public has or might have in and to said Easement is hereby extinguished and divested of the public, and shall revert to those, who in law or in equity, are properly entitled thereto.

**SECTION 2.** Nothing contained herein is intended to or shall be construed as impacting or otherwise divesting any other public utility or political subdivision of this State of any right, title, interest, easement or right-of-way the public has or might have in and to said Easement.

**SECTION 3.** Savings: Except as expressly set forth herein, nothing contained in this Ordinance 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.

**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.

**SECTION 5.** Effective Date: This ordinance shall be in full force and effect from and after the day of its passage and approval.

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

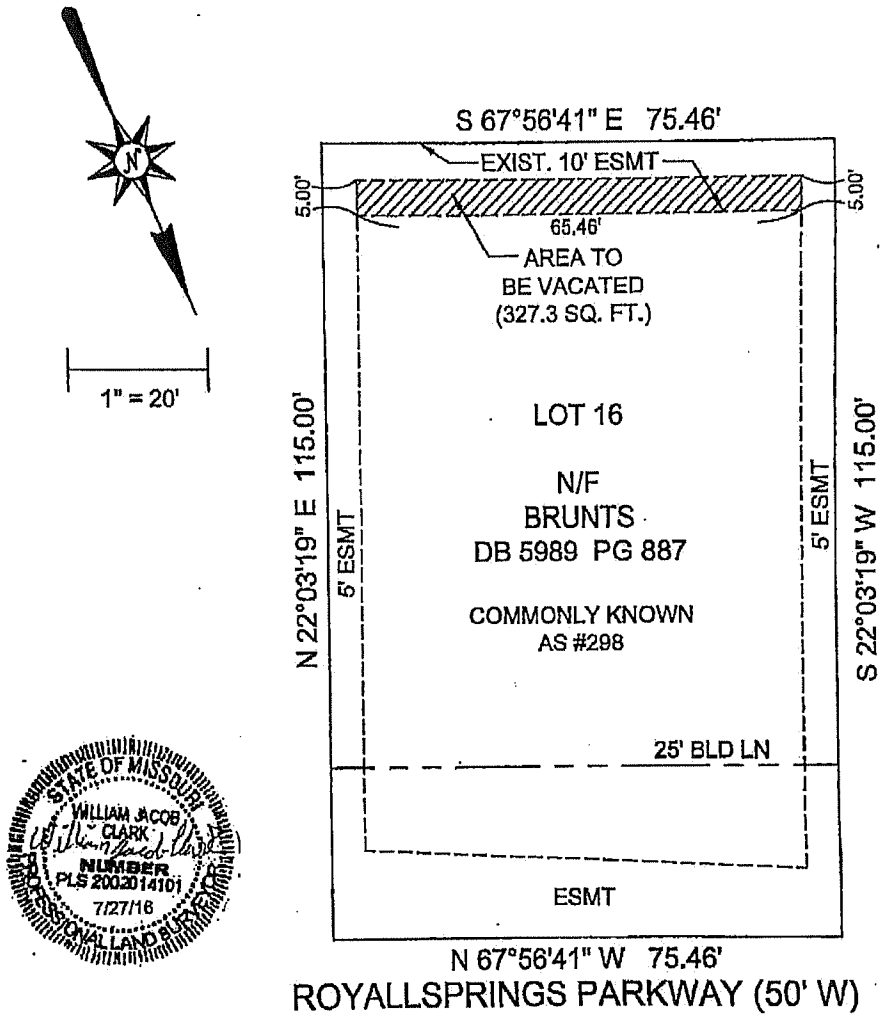






EXHIBIT "A"

JOB # 1608058

EASEMENT VACATION EXHIBIT
LOT 16 PEACEFUL VALLEY
PLAT BOOK 41 PAGE 19
ST CHARLES COUNTY, MISSOURI

7/26/16

**BILL NO. 16-28**

**ORDINANCE NO. ____**

**AN ORDINANCE SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 4, 2017 IN THE CITY OF DARDENNE PRAIRIE, MISSOURI**

**WHEREAS**, a general municipal election is to be held in the City of Dardenne Prairie, Missouri on Tuesday, April 4, 2017; and

**WHEREAS**, at this election, the offices to be filled are Mayor and one (1) alderman for each of the City's three (3) wards;

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

**SECTION 1.** Any person desiring to seek election to any elective City office at the 2017 general municipal election may do so by filing his/her candidacy with the Clerk of the City of Dardenne Prairie at the City Hall located at 2032 Hanley Road, Dardenne Prairie, Missouri 63368 during regular office hours from 8:00 a.m. to 5:00 p.m. during the following period: December 13, 2016 through January 17, 2017. The City Clerk shall receive all candidates, during regular office hours, in the order in which they appear, until filing closes.

**SECTION 2.** Any person who is not qualified for office as provided by state law or City Ordinances shall not be entitled to have his/her name printed on the ballot. No person shall be elected or appointed and sworn into office who is not qualified for such office as provided by state law or City Ordinances.

**SECTION 3.** The general municipal election of April 4, 2017 shall be conducted as described and set forth in the Comprehensive Election Act of 1977, as amended.

**SECTION 4.** The City Clerk is hereby directed to cause public notice to be given of the general municipal election in accordance with the requirements of Section 115.127, RSMo. The notice of the opening and closing of filing to be published shall be as set forth in **Exhibit A**, attached hereto and made a part hereof.

**SECTION 5.** The City Clerk shall notify the Director of Elections, as the designated election authority, in writing, that the City is calling the general municipal election, specifying the purpose of the election, and the date of the election, the legal notice to be published and the sample ballot. The Director of Elections shall conduct the City general election in accordance with State laws.

**SECTION 6**. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

**SECTION 7**. 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 8.** 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 (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**

NOTICE OF FILING DATE FOR GENERAL ELECTION

Pursuant to RSMo 115.127, the City of Dardenne Prairie, Missouri gives notice that the opening filing date for the general election to be held on the 4th day of April 2017 shall be on December 13, 2016. The offices to be filled are Mayor and one (1) Alderman for each of the three (3) wards. Filings shall be received by the City Clerk, during regular office hours, at City Hall 2032 Hanley Road in the City of Dardenne Prairie commencing at 8:00 a.m. on Tuesday, December 13, 2016. The closing date and time for filing shall be 5:00 p.m. on Tuesday, January 17, 2017.

Kimberlie Clark, City Clerk
City of Dardenne Prairie, Missouri

BILL NO. 16-29

**ORDINANCE NO._____**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE ATHLETIC FIELD IMRPOVEMENT AND RESERVATION AGREEMENT WITH AMERICAN CRICKET ACADEMY & CLUB**

**WHEREAS**, Missouri Revised Statutes Sections 70.220 through 70.325, as amended from time to time, authorize political subdivisions to contract and cooperate with any corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service; and

**WHEREAS**, the City is the lessee of certain real property commonly known as Barathaven Park and owned by the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District ("GRG") pursuant to an Operating Agreement and Lease by and between City and GRG dated as of May 23, 2007; and

**WHEREAS**, the City operates and uses the Premises as a public park, which includes three athletic fields; and

**WHEREAS**, the City and the American Cricket Academy and Club ("ACA&C") and the City entered into an agreement in June 2016 to cooperate in the improvement of the athletic fields in Barathaven Park to accommodate the use of such athletic fields for the game of cricket; and

**WHEREAS**, in consideration for funding of improvements the ACA&C was granted favorable reservation terms for a period of time commencing in the summer of 2016; and

**WHEREAS,** unusual weather conditions delayed the completion of improvements until the end of the 2016 cricket season, thus preventing the ACA&C from using the fields; and

**WHEREAS**, the Board of Aldermen finds and determines that it is in the best interests of the City to amend the terms of the Athletic Field Improvement and Reservation Agreement to adjust the Reservation Periods called for in the original Agreement.

**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 Amended Athletic Field Improvement and Reservation Agreement 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 Amended Athletic Field Improvement and Reservation Agreement in substantially the form attached hereto.

**SECTION 2.** 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 3.** Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

**SECTION 4.** 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

[Insert Athletic Field Improvement and Reservation Agreement]

# AMENDED ATHLETIC FIELD IMPROVEMENT AND RESERVATION AGREEMENT

This Amended Athletic Field Improvement and Reservation Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 2016 (the "Effective Date"), by and between CITY OF DARDENNE PRAIRIE, MISSOURI, a fourth class city of the State of Missouri, (hereinafter "City"), and AMERICAN CRICKET ACADEMY AND CLUB, a Missouri nonprofit corporation (hereinafter "ACA&C").

BACKGROUND AND STATEMENT OF PURPOSE

A. Missouri Revised Statutes Sections 70.220 through 70.325, as amended from time to time, authorize political subdivisions to contract and cooperate with any corporation for the planning, development, construction, acquisition, or operation of any public improvement or facility, or for a common service.

B. City is the lessee of certain real property owned by the Metropolitan Park and Recreation District d/b/a The Great Rivers Greenway District ("GRG") pursuant to an Operating Agreement and Lease by and between City and GRG dated as of May 23, 2007 generally depicted and identified as "Barathaven Park" on **Exhibit A**, attached hereto and incorporated by reference herein (the "Premises").

C. City operates and uses the Premises as a public park, which includes three athletic fields more particularly depicted on **Exhibit B**, attached hereto and incorporated by reference herein (the "Athletic Fields").

D. ACA&C and City desire to cooperate in the improvement of the Athletic Fields to accommodate the use of the Athletic Fields for the game of cricket.

E. Effective June 2, 2016 the City and ACA&C entered into a contractual arrangement regarding ACA&C's funding of the cost of certain improvements to the Athletic Fields to accommodate the use of the Athletic Fields for the game of cricket, such improvements being more particularly depicted on **Exhibit B**, attached hereto and incorporated by reference herein (the "Improvements"), and to reserve the Cricket Field (hereinafter defined) to operate a nonprofit, amateur cricket academy and club.

F. It is the Parties' intent that the cost of the Improvements will be reimbursed to the City by ACA&C. In exchange, the City will waive reservation fees for three years and will offer a discounted reservation fee for the 4th and 5th year of this Agreement. The value of the Improvements is expected to be $26,887.35. The reservation fees waived in the years 1-3 are deemed to be $6,448 per year, totaling $19,344. The discounted fees in years 4 and 5 are deemed to be $6448 per year compared to $9920 per year undiscounted. The discounted value for 2 years totals $6,944. The deemed value of waived fees and discounted fees totals $26,288. The

calculation of annual fees is based on reservation of 2 soccer fields for 31 days or 62 field days times 8 hours at $13.00 per hour (62 X 8 X $13 = $6448). See Section 5, below.

G. The parties intended for the waiver of reservation fees to begin with the 2016 season, however, weather conditions delayed the construction until the end of the 2016 cricket season. The City and the ACA&C agree that an adjustment to the reservation periods originally established should be made.

H. This "Amended Athletic Field Improvement and Reservation Agreement supersedes the Athletic Field Improvement and Reservation Agreement of Jun 2, 2016.

NOW THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

SECTION 1. CRICKET FIELD. The parties designate the following real property as the Cricket Field subject to this Agreement, to wit:

> That portion of the Athletic Fields comprising the cricket pitch and cricket playing field depicted on **Exhibit B** and identified as Field 1 and Field 2 (the "Cricket Field").

SECTION 2. IMPROVEMENTS TO CRICKET FIELD. Subject to payment by ACA&C to City as set forth in Section 3 of this Agreement, City shall bear the entire cost for construction, installation, and maintenance of the Improvements. The City shall retain all right, title and ownership to the Premises, the Athletic Fields, the Cricket Field and any and all improvements thereon, including, but not limited to, the Improvements.

SECTION 3. IMPROVEMENT COSTS. ACA&C agrees to pay to the City an amount equal to Twenty-six Thousand Eight Hundred Eighty-seven and 35/100 Dollars ($26,887.35) for the costs of installing and constructing the Improvements (the "Improvement Costs"). The Improvement Costs shall be made to the City in installments, as follows:

1. On or before the Effective Date of this Agreement, ACA&C shall pay to the City, in immediately available funds, an amount equal to Ten Thousand Dollars ($10,000.00); and
2. On or before October 1, 2016, ACA&C shall pay to the City, in immediately available funds, an amount equal to Eight Thousand Four Hundred Forty-three and 67/100 Dollars ($8,443.67).
3. On or before December 1, 2016, ACA&C shall pay to the City, in immediately available funds, an amount equal to Eight Thousand Four Hundred Forty-three and 67/100 Dollars ($8,443.67).

Nothing contained herein shall vest in ACA&C any ownership right or title to the Premises, the Athletic Fields, the Cricket Field or any improvements thereon, including, but not limited to, the Improvements.

SECTION 4. RESERVATION OF CRICKET FIELD AND IMPROVEMENTS. Subject to all laws, ordinances, regulations and policies of the City regarding the use of the Athletic Fields not inconsistent with the terms of this Agreement, copies of such laws, ordinances, regulations and policies being on file in the office of the City Clerk and incorporated by reference herein, ACA&C shall have the exclusive right to reserve the Cricket Field for the following dates and times:

A. City agrees to reserve the Cricket Field for use by ACA&C for purposes of operating a nonprofit amateur cricket academy and club during the following periods of time:

   1. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from the Effective Date of this Agreement to November 30, 2017 (the "2017 Reservation Period");
   2. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2018 to November 30, 2018 (the "2018 Reservation Period"); and
   3. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2019 to November 30, 2019 (the "2019 Reservation Period").

B. ACA&C shall, upon submitting to City no later than sixty (60) days prior to the first date of the reservation period a completed Parks & Recreation Services Athletic Field Reservation form, a copy of which is attached hereto as **Exhibit C** (the "Reservation Form"), and the Additional Reservation Fee required pursuant to Section 5(B) of this Agreement, have the exclusive right, but not the obligation, to reserve the Cricket Field for the following dates and times:

   1. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2020 to November 30, 2020 (the "2020 Reservation Period"); and
   2. For a period of 8 hours from approximately 10:00 AM to 6:00 PM on 31 Saturdays and Sundays from March 1, 2021 to November 30, 2021 (the "2021 Reservation Period") (the 2020 Reservation Period and the 2021 Reservation Period being hereinafter referred to, individually and generically, as a "Additional Reservation Period," and, collectively, as the "Additional Reservation Periods").

   Should ACA&C fail to reserve the Cricket Field by the time set forth above for either the 2020 Reservation Period or the 2021 Reservation Period, the City may permit other third parties to reserve the Cricket Field, or part thereof, consistent with the laws, ordinances, policies and regulations of the City then in place.

C. For Reservation Periods beyond 2021 the ACA&C will have an opportunity to preregister for further Annual Reservation Periods at the reservation rate then in effect for Dardenne Prairie Residents.

ACA&C's right to reserve the Cricket Field for the 2017 Reservation Period is expressly conditioned upon City's receipt of payment from ACA&C pursuant to Section 3(A) of this

Agreement. ACA&C's right to reserve the Cricket Field for the 2017 Reservation Period and the Additional Reservation Periods (hereinafter defined) is expressly conditioned upon City's receipt of the payment from ACA&C pursuant to Section 3(B) of this Agreement.

The reservations authorized pursuant to this Section give ACA&C, its employees, agents, and invitees, a revocable license to enter onto the Cricket Field for purposes of operating a nonprofit amateur cricket academy and club subject to all laws, ordinances, regulations and policies of the City now in effect or hereinafter promulgated by the City regarding the use of the Athletic Fields. ACA&C further acknowledges and agrees that this license is a mere privilege to go upon the Cricket Field for a particular purpose, and that it does not operate to convey any interest, estate or easement in such Cricket Field. ACA&C further acknowledges and agrees that this license is not coupled with an interest, that this license is not supported by valuable consideration, that it is not necessary to ACA&C's possession or enjoyment of any right or privilege as a result of this license, or any other agreement between City and ACA&C.

SECTION 5. RESERVATION FEES.

A. City agrees to waive any and all fees of the City now or hereinafter required by the City for reservation of the Athletic Fields for ACA&C's reservation of the Cricket Field during the dates and times set forth in Section 4(A) of this Agreement.

B. ACA&C agrees to pay to the City for each Additional Reservation Period, Six Thousand Four Hundred Forty-eight Dollars ($6,448.00) (the "Additional Reservation Fee").

SECTION 6. PARKING.

A. ACA&C confirms and acknowledges that use of the parking lot adjacent to the Athletic Fields is allowed as an informal accommodation to the City by the current owners of the property upon which the parking lot is located. The City has no right to require the owners of said parking lot to permit ACA&C to use said parking lot, nor is any right conferred upon ACA&C pursuant to the terms of this Agreement. ACA&C further confirms and acknowledges that the property upon which the parking lot is located is listed for sale by the owners thereof, and the current and any subsequent owner may discontinue allowing public access to or use of the parking lot at any time. City is under no obligation to provide ACA&C access to parking facilities. The ACA&C acknowledges that the City may and most likely will prohibit athletic field visitors from parking vehicles on streets in the adjacent Barathaven Subdivision.
B. In the event that the current or future owner of the parking lot adjacent to the Athletic Fields prohibit the use of the parking lot by users of the Athletic Fields, the City will have no obligation to refund any money to ACA&C previously paid to the City pursuant to this Agreement.

SECTION 7. ASSIGNMENT. No part of this Agreement shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner

whatsoever; and, any attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

SECTION 8. INDEMNITY AND RELEASE. In consideration of the use of the Cricket Field, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ACA&C does hereby release, and agree to indemnify, defend and hold harmless City, its officers, agents, public officials, servants, and employees from and of any and all liability, including, but not limited to damages, or claims for damages arising from, or as a result of, the actions or omission, whether negligent or not, of ACA&C, its agents, contractors, volunteers, employees or invitees in connection with and during the use of the Cricket Field. The provisions of this Section 5 shall survive the termination of this Agreement.

SECTION 9. INSURANCE. ACA&C covenants and agrees that during any reservation period set forth in Section 4 of this Agreement, ACA&C will carry and maintain, at its sole cost and expense, the following types of insurance, naming City as an additional insured therein and in the amounts specified and in the form hereinafter provided for:

1. Public Liability and Property Damage. Bodily injury liability insurance with limits of not less than One Million Dollars ($1,000,000.00) per occurrence and Two Million Dollars ($2,000,000.00) aggregate insuring against any and all liability of the insured with respect to the Cricket Field or arising out of the use or occupancy thereof.

2. Policy Form. All policies of insurance provided for herein shall be issued by insurance companies qualified to do business in Missouri. Executed copies of such policies of insurance or certificates thereof, showing City as an additional insured, shall be delivered to City on or before the Effective Date of this Agreement, and thereafter evidence of renewal shall be furnished City during the term of this Agreement. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by ACA&C in like manner and to like extent.

SECTION 10. MISCELLANEOUS PROVISIONS.

A. Amendment. The provisions of the Agreement may be amended, but only with the written consent of the parties.

B. Attorney's Fees. In the event that either party hereto brings an action or proceeding for a declaration of the rights of the parties under this Agreement or for any alleged breach or default thereof, or for any other acts arising out of this Agreement, the prevailing party to such action shall be entitled to an award of all of its costs, including reasonable attorney's fees, and any court costs incurred in said action or proceeding in addition to other damages or relief awarded, regardless of whether final judgment is entered in such action or proceeding.

C. Governing Law. It is agreed by the parties that the construction, enforcement and effect of this Agreement shall be governed by the laws of the State of Missouri.

D. Severability. It is understood and agreed by the parties that if any term, part or provision of this Agreement is held to be illegal or unenforceable, then the remaining parts, terms, provision or portions of the same shall not be affected and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term or provision held invalid.

E. Authorization and Capacity. ACA&C and City each represent to the other that it has the full right, power and authority to enter into this Agreement and to fully perform its obligations. Each person executing this Agreement warrants and represents that each has the authority to execute this Agreement in the capacity stated and to bind ACA&C and City, respectively, except as otherwise specifically set forth herein. Each person will furnish to the other copies of such corporate resolutions, certificates and agreements as the other shall reasonably require in order to confirm such authority and capacity of ACA&C and City and of the persons who are to execute documents in connection herewith.

F. Notice. Any notice, demand, request, consent, approval or communication that either party hereto desires to or is required to give to the other party under this Agreement shall be in writing. Notice shall be given by mailing the same, certified mail, postage prepaid, return receipt requested.

If to City: CITY OF DARDENNE PRAIRIE, MISSOURI
2032 Hanley Road
Dardenne Prairie, Missouri 63368
Attention: Mayor

or to such other person or address as City shall designate in writing.

If to ACA&C: AMERICAN CRICKET ACADEMY AND CLUB
Attn: Ajay Jhamb
2012 Avalon Mist Circle
Dardenne Prairie, MO 63368

or to such other person or address as ACA&C shall designate to City in writing, and shall be deemed given when so mailed.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Seal

**CITY OF DARDENNE PRAIRIE, MISSOURI**

By: _____
David C. Zucker, Mayor

STATE OF MISSOURI )
) ss.
COUNTY OF ST. CHARLES )

On this _____day of _____, 2016, before me appeared David C. Zucker, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the City of Dardenne Prairie, Missouri, and that said instrument was signed and sealed on behalf of said City, by authority of its Board of Aldermen; and said David C. Zucker acknowledged said instrument to be the free act and deed of said City.

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

_____
Notary Public

My Commission Expires:

**AMERICAN CRICKET ACADEMY AND CLUB,**
a Missouri nonprofit corporation

By: _____
AJAY JHAMB

STATE OF MISSOURI )
) ss.
COUNTY OF ST. CHARLES )

On this _____day of _____, 2016, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of American Cricket Academy & Club, a Missouri nonprofit corporation, and that said instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:

# EXHIBIT A

## GENERAL DEPICTION OF THE LEASED AREA

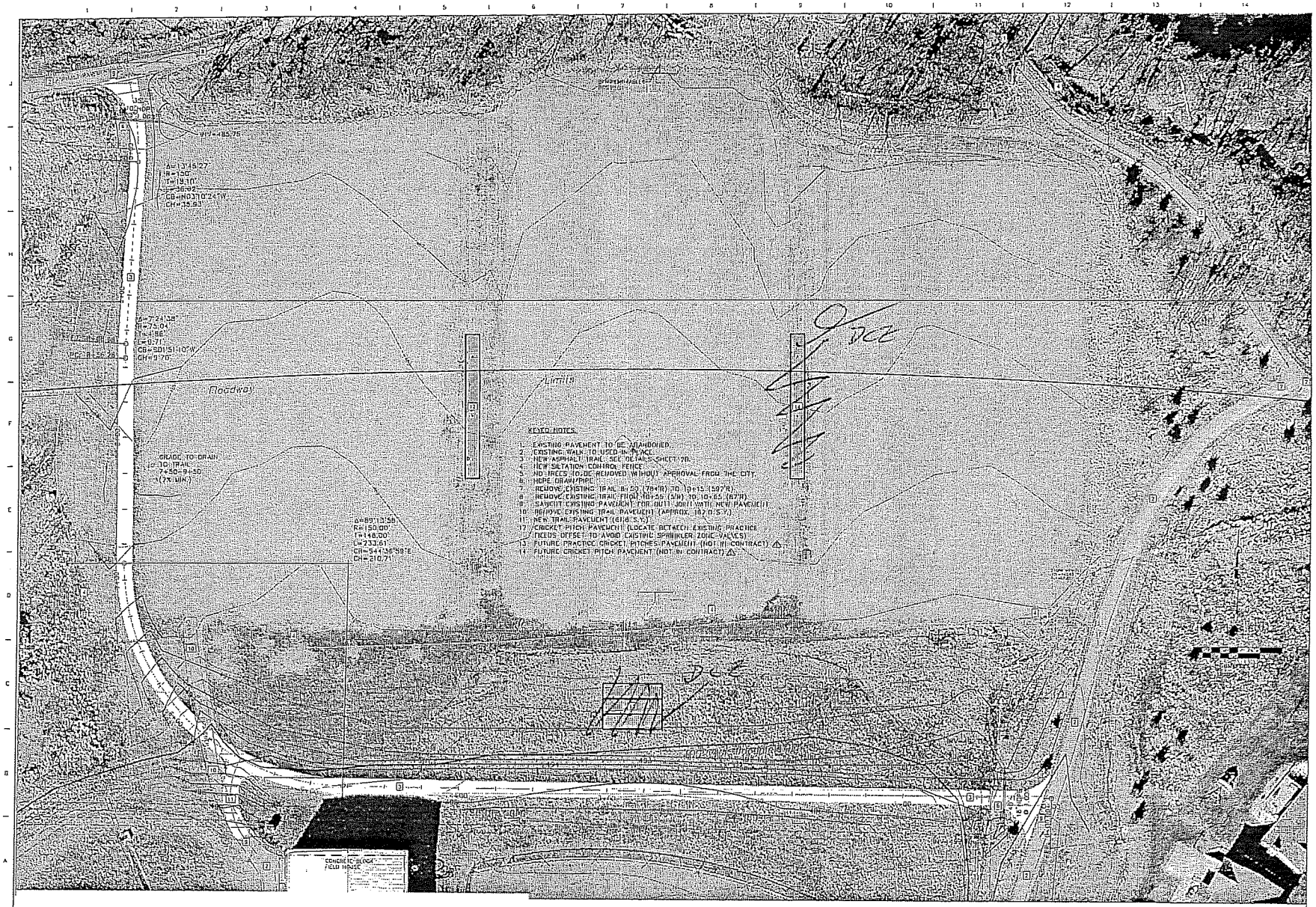
WINGHAVEN
DARDENNE CREEK
TRAIL SYSTEM
BARATHAVEN PARK
LAKE
PRACTICE FIELDS
TENNIS
LIGHTED FIELD
OXBOW
HIGHWAY 40/61
LIGHTED FIELD
RESIDENTIAL
BARATHAVEN BLVD
HENNING ROAD
RESIDENTIAL
OLD DARDENNE CREEK
BARAT ACADEMY
AUGUST A BUSCH MEMORIAL CONSERVATION AREA
RETAIL DEVELOPMENT
RETAIL / OFFICE DEVELOPMENT
N
0 200 400 600 800
July 13, 2005
BARATHAVEN MASTER PLAN
McEAGLE
ARCTURIS

EXHIBIT A

# EXHIBIT B

## DEPICTION OF ATHLETIC FIELDS AND IMPROVEMENTS

EXHIBIT B




KEC

KEMPER ENGINEERING COMPANY INC.
2020 Sandborn Drive
Lawrence, Kansas 66049-3910
(785) 843-1380 Fax: (785) 843-1799
www.kencoEng@earthlink.net
CIVIL ENGINEERING
CERTIFICATE OF AUTHORITY NO. 2000-0595

| NO. | DATE | DESCRIPTION OF REVISION OR ISSUE | BY |
|---|---|---|---|
| △ | 05/16/2016 | Rev. at Cricket Pitches Reduced to One | LRK |

PRELIMINARY NOT FOR CONSTRUCTION

Trail and Drainage Improvements & Asphalt Repair, Replacement and Sealing at the Dardenne Greenway Parks
Dardenne Prairie, Missouri

Pitches & Trail Relocation – BaraHaven

| | |
|---|---|
| DATE | 04/08/2016 |
| SCALE | AS SHOWN |
| PROJECT NUMBER | 970155 |
| SHEET | 1B of 3 |

# EXHIBIT C

# RESERVATION FORM

DARDENNE PRAIRIE

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

# Parks & Recreation Services Athletic Field Reservations-2016

APPLICANT NAME:_____ TEAM NAME:_____ # of PARTICIPANTS:_____

APPLICANT ADDRESS: _____ CITY/STATE/ZIP: _____

APPLICANT PHONE (CELL): _____ (CELL PROVIDER): _____

ALTERNATE PHONE: _____ EMAIL: _____

SPONSORING ORGANIZATION (if applicable): _____ TEAM NAME: _____

Scheduling Guidelines

Registration for athletic fields will begin on January 11, 2016, at 9am at the Dardenne Prairie City Hall. Completed applications will be left with City staff and processed in the order received. Applicants will be notified when their application is processed. Completed permits must then be picked up within two weeks or the permit will be cancelled and the dates will be made available to other applicants.

1. Each team is allowed to reserve 1 practice session per field per week.
2. Practice sessions are reserved for 1½, or 2 hour sessions.
3. Each team is allowed to reserve 12 practice sessions (12 weeks) per permit.
4. **A resident reservation fee of $20.00/hr will be collected prior to issuance of permit. Non-resident fee is $30.00/hr.**
5. **A field light usage fee of $10.00 per hour will also be collected if the lights are needed. (DAA fields only)**
6. Reservations for athletic fields must be made in person, Phone calls to check *field availability* will be accepted.
7. Changes to reservations must be made in advance and in person at City Hall.
8. Changes will not be made unless the original permit is surrendered.
9. There are no refunds for rainouts or unused scheduled time.
10. A current certificate of insurance naming the City of Dardenne Prairie as "ADDITIONALLY INSURED" is required. Minimum coverage required is one million dollars liability and two million dollars general aggregate. It shall be the responsibility of the permit holder/organization to insure coverage is not interrupted throughout usage. Failure to provide the required insurance will result in revocation of usage.

☐ **Barathaven Athletic Fields** ☐ **Bluebird Meadows** ☐ **Dardenne Athletic Fields****
☐ Soccer ☐ Football ☐ Lacrosse ☐ Softball ☐ Baseball

| Date | Start Time/Finish Time | Lights Needed? (Dardenne Athletic Fields) | Estimated # of Attendees |
|---|---|---|---|
| 1) | | | |
| 2) | | | |
| 3) | | | |
| 4) | | | |
| 5) | | | |
| 6) | | | |

**General Park Rules (violation of park rules may result in revocation of permit)**

- All recreational facilities shall be used in compliance with the Municipal Code of the City of Dardenne Prairie, Missouri, and the rules and regulations promulgated pursuant thereto.
- Parks and athletic fields are open from sunrise to sunset unless otherwise specified on usage permit.
- Use of wet athletic fields is prohibited.
- Applicants and their officers, agents, guests and invitees are expected to use sportsman like conduct at all times.
- Equipment such as goals, goal posts, balls, etc. and field lining are not supplied by the City.
- Permit holder is responsible for leaving the assigned area(s) clean and in order.
- Permit holder is responsible for reparation of any damages arising from their use of City recreational facilities.
- For the safety of all guests, glass containers are prohibited.
- Consumption of alcoholic beverages on City owned parking lots or within vehicles while parked on the parking lots is strictly prohibited.
- Guests must park in designated parking spaces only.
- The permit holder/organization shall be responsible for the preparation and maintenance of the facilities outlined on the Facility Use Permit. This includes but is not limited to; lining of fields, field dressing with rake, ground inspection prior to use to ensure holes are filled and free of debris, etc.
- The permit holder/organization shall be responsible for providing all equipment needed for use of City recreational facilities. Such equipment includes but is not limited to; goals, goal posts, balls and nets, etc.
- The permit holder/organization shall be responsible for determining if field conditions are suitable for play or if games should be cancelled. The permit holder/organization is responsible for repairing damaged fields. Future reservations may be revoked due to damaged fields.
- If fields are cancelled at least 48 hours in advance, a credit will be applied to the permit holder/organization's account. Refunds are not given for cancellations due to weather or for time scheduled but not used.
- The permit holder/organization shall be responsible for the proper operation and cleanup of all recreational facilities during the period of time such recreational facilities are reserved for use (i.e., check for holes, pick up glass, pick up trash following athletic function or other event).

*I (we), for myself, my employees, agents, participants and invitees, hereby expressly release and discharge the City from any and all liability of every kind or nature, including, but not limited to, bodily injury (including death), damage to the property, and all claims, suits demands, losses, costs and expenses (including attorneys' fees) arising from or alleged to arise from the use of City recreational facilities pursuant to this Agreement, that may be sustained by myself, my employees, agents, participants or invitees while on City property during the term of this Agreement. I (we) further agree to indemnify and hold harmless the City from any and all liability arising from or alleged to arise from the use of City recreational facilities, including, but not limited to, bodily injury (including death), damage to property, and all claims, suits, demands, losses, costs and expenses (including attorneys' fees). I (we) am covered by my (our) own personal, or my groups own insurance for accidents and incidents that might arise during activities in the City Park, which coverage shall be effective on or before the date my (our) use of City recreational facilities shall have begun.*

*Facility Use Permits are issued in accordance with the Municipal Code of the City of Dardenne Prairie, Missouri, and departmental rules and regulations concerning park usage.*

Signature _____ Date _____

**BILL NO. 16-30**

**ORDINANCE NO. _____**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A CONTRACT WITH THE APPARENT LOW BIDDER FOR THE STREET MAINTENANCE AND PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT No. 971700**

**WHEREAS**, the City has invited interested parties to submit sealed bids for the Street Maintenance and Pedestrian Facilities Improvements Project No. 971700:

**WHEREAS**, the City received sealed bids that were opened publicly on October 18, 2016;

**WHEREAS,** timely award of the contract may permit completion of the construction work before inclement winter weather;

**WHEREAS**, the Apparent Low Bidder will be present at the scheduled meeting of the Board of Aldermen on October 19, 2016; and

**WHEREAS**, the Board of Aldermen finds and determines that it is in the best interest of the citizens of Dardenne Prairie to accept the bid from the Apparent Low Bidder, as determined on October 19, 2016, for the Street Maintenance and Pedestrian Facilities Improvements Project No. 971700:

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

**SECTION 1.** That the bid provided by the Apparent Low Bidder, as presented to the Board of Aldermen in open session on October 19, 2016, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein, be and is hereby accepted by the Board of Alderman of the City of Dardenne Prairie, Missouri as the apparent lowest and best bid for the work required to complete the Street Maintenance and Pedestrian Facilities Improvements Project No. 971700:

**SECTION 2.** That the form, terms, and provisions of the bid attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further accept, negotiate, execute, acknowledge, deliver and administer on behalf of the City an agreement in substantially the form attached hereto.

**SECTION 3.** That the Mayor be and is hereby authorized to make expenditures for the services and related equipment and materials listed on **Exhibit A**, a copy of which is attached hereto and incorporated by reference herein, in the amount provided on the attached.

**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 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 6.** 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**

[Attach Bid]

PROPOSAL
for
SEALED BID – Project 971700

TO: City of Dardenne Prairie, 2032 Hanley Road, Dardenne Prairie, Missouri 63368

The work will consist of retrofitting street slab expansion joints (along with slab replacement) and constructing sidewalks on various City streets, including site restoration and other incidental work all in accordance with the specifications and information contained herein, the undersigned proposes to construct the specified work at the following prices (suitable bid security is attached):

| No. | DESCRIPTION OF ITEM | | UNIT | EST. QUAN. | UNIT COST | COST |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | MOBILIZATION | | LS | 1 | | |
| 2 | EXPANSION JOINT INSTALLATION (INCLUDES SAW CUTTING AND REMOVAL OF EXISTING SLABS AND NEW STREET SLAB CONCRETE PLACEMENT ON ROCK BASE) | | EA | 21 | | |
| 3 | CONTRACTOR FURNISHED SURVEY/LAYOUT | | LS | 1 | | |
| 4 | TEMPORARY TRAFFIC CONTROL AND MAINTENANCE | | LS | 1 | | |
| 5 | SILTATION AND EROSION CONTROL | | LS | 1 | | |
| 6 | RELOCATE EXISTING IRRIGATION | | LS | 1 | | |
| 7 | ADJUST OR REMOVE EXISTING IMPROVEMENTS | | LS | 1 | | |
| 8 | CLASS A EXCAVATION | | LS | 1 | | |
| 9 | CONCRETE SIDEWALK | | SY | 323 | | |
| 10 | CONCRETE RAMP | | EA | 1 | | |
| 11 | FINISH-GRADE/SOD/FERTILIZE ALL DISTURBED AREAS | | LS | 1 | | |
| | | | | | | |

TOTAL $_____

Suitable bid security in the amount of _____ Dollars ($_____) as called for in the advertisement for bids accompany this proposal. The sum is to be forfeited to the City of Dardenne Prairie if the party or parties making this proposal fail to enter into a contract, with approved securities, within ten (10) days after the award of the contract has been made.

The undersigned has examined the project areas, the plans and the specifications for the project and has satisfied himself as to the work to be done and conditions under which it must be carried out.

The contractor must agree to not commence work prior to the date to be specified in written "Notice to Proceed" from the City and to fully complete the project within ninety (90) calendar days. The Notice to Proceed date is expected to occur on October 20, 2016. The contractor will have ninety (90) calendar days from the Notice to Proceed to complete all work.

This proposal shall be equally binding to all heirs, administrators, executors, successors, and assigns.

FIRM NAME _____
BY _____
TITLE _____
ADDRESS _____
_____
TELEPHONE _____
DATE _____

# CITY-CONTRACTOR AGREEMENT
# STREET MAINTENANCE AND PEDESTRIAN FACILITIES IMPROVEMENTS PROJECT
# Sealed Bid 971700

This Agreement, made between _____, hereinafter called the Contractor, and the City of Dardenne Prairie, Missouri herein called the City, for consideration in the amount of _____ dollars & 00/100 ($_____.00), agree as follows:

## ARTICLE 1. SCOPE OF THE WORK:

The Contractor shall furnish all of the material, tools, equipment, labor and incidentals necessary to perform, and shall perform in accordance with the specifications and terms set forth in the documents identified in the Contract Documents as listed in Article 6 below, all of the project work described in the Contract Documents.

## ARTICLE 2. TIME OF COMPLETION:

The Contractor shall commence work following a written notice-to-proceed from the City Engineer to begin work and shall fully complete all work under this contract within ninety (90) calendar days. With the rate of progress and the time of completion being essential conditions of this contract, liquidation damages will be charged in the amount of three hundred ($300) dollars per day for each calendar day until the job is completed, accepted, and approved by the City Engineer. Contract completion is defined as acceptance of all work including correction of all deficiencies.

## ARTICLE 3. PAY QUANTITIES AND UNIT PRICES:

The City shall pay the Contractor for all work done on the basis of final computations for all work acceptably completed according to this contract, at the unit price shown in the proposal for the quantity actually installed. A 10% retainage will be held from all invoices submitted to the City for payment until the final lien waivers and other close out paperwork are furnished to the City.

## ARTICLE 4. GUARANTEE:

The Contractor hereby expressly guarantees the aforesaid work as to workmanship in connection therewith for a term of one year, commencing on the date of acceptance of the work or improvements, and binds himself, his successors or assigns, to make all repairs or replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the City that said replacements are required, the Contractor shall at once make the same as directed and at his own expenses. If the Contractor does not proceed with such replacements within five (5) days after receipt of written notice, then the City shall have the power to cause the same to be made and to charge the cost thereof to the Contractor and his sureties. Nothing in this section is intended to guarantee maintenance.

## ARTICLE 5. FINAL PAYMENT AND ACCEPTANCE:

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, final cost estimate shall be prepared and submitted to the City Engineer within fifteen (15) days after the date of acceptance of the work as a

statement of the amount due the Contractor along with the final lien waivers. This estimate shall be based on all work completed, including any charges for extra work ordered and properly chargeable and/or deductible under this contract.

ARTICLE 6. THE CONTRACT DOCUMENTS:

The Advertisement for Bids, Information for Bidders, Wage Rates, Proposal, and Specifications together with this Agreement form the Contract. The St. Charles County Standard Specifications for Arterial Highway Construction, 2006 is a part of this contract as fully as if hereto attached.

ARTICLE 7. RATES OF PAY:

The Contractor hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The Contractor shall forfeit to the City one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him. A legible list of all prevailing wage rates must be posted on each job site in a prominent and easily accessible place. Missouri Annual Wage Order #23 as amended 3/10/2016 shall be in effect for this project.

ARTICLE 8. SAFETY PROGRAM TRAINING REQUIREMENT:

The Contractor to whom the contract is awarded and any subcontractor under such Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department of labor and industrial relations which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The Contractor shall forfeit as a penalty to the City two thousand five hundred dollars plus one hundred dollars for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training in accordance with section 292.675, RSMo.

ARTICLE 9. AUDIT CLAUSE FOR CONTRACTS: (Examination of Records)

The Contractor's records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City's Auditor, or a duly authorized representative from the City, at the City's expense. The Contractor shall preserve all such records for a period of three years, unless permission to destroy them is granted by the City, or for such longer period as may be required by law, after the final payment. Since the Contractor is not subject to the Missouri Sunshine Law (Chapter 610, RSMo), information regarding the Contractor's operations obtained during audits will be kept confidential.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below:

Executed by the City this _____ day of _____, 20__.

Executed by the Contractor this _____day of _____, 20__.

| | |
|---|---|
| CONTRACTOR: _____ | CITY OF DARDENNE PRAIRIE, MO |
| BY: _____ | BY: _____ |
| TITLE: _____ | TITLE: MAYOR |
| ATTEST: _____ | ATTEST: _____ |

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

_____
Kimberlie Clark, CITY TREASURER

**BILL NO. 16-31**

**ORDINANCE NO._____**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO NEGOTIATE AND EXECUTE A SETTLEMENT AND RELEASE AGREEMENT WITH RAINERI BUILDING MATERIALS, INC.**

**WHEREAS**, the City of Dardenne Prairie (the "City") commenced a proceeding against Raineri Building Materials, Inc. ("Raineri"), before the Eleventh Judicial Circuit, State of Missouri, Associate Circuit Judge Division, in a case entitled *City of Dardenne Prairie, Missouri, v. Raineri Building Materials, Inc.*, Case No. 1511-AC00988 (the "Litigation"); and

**WHEREAS**, the City desires to enter into a Settlement and Release Agreement with Raineri to resolve all claims or causes of action asserted or which could have been asserted in the Litigation and any and all liabilities of Raineri to the City;

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

**SECTION 1.** Settlement and Release Agreement.

A. That the form, terms, and provisions of the Settlement and Release Agreement by and between the City of Dardenne Prairie, Missouri, and Raineri Building Materials, Inc., attached hereto, marked as **Exhibit A**, and incorporated by reference herein (the "Agreement"), be and they hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

**SECTION 2.** 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 3.** Effective Date. This Ordinance shall be in full force and take effect from and after the date of its final passage and approval.

**SECTION 4.** 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

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Agreement") is made and entered into by and among the City of Dardenne Prairie, Missouri (the "City") and Raineri Building Materials, Inc. ("Raineri") (collectively, the "Parties"), and has an effective date as of the last day set forth on the signature pages below (hereinafter the "Effective Date").

## RECITALS

**WHEREAS**, on February 10, 2015, the City filed a lawsuit in the Associate Circuit Court of St. Charles County, Missouri, against Raineri and other entities entitled *City of Dardenne Prairie v. Raineri Building Materials, Inc., et al.*, Cause No. 1511-AC00988 (the "Lawsuit"); and

**WHEREAS**, the City alleged in the Lawsuit that it had ordered and paid for certain custom masonry materials (the "Bricks) from Raineri to be used and incorporated into a new City Hall and Parks Maintenance Building; and

**WHEREAS,** the City alleged in the Lawsuit that Raineri wrongfully converted and deprived the City of the Bricks when it failed to deliver the Bricks to the City upon fabrication; and

**WHERAS**, both parties hereby admit no liability for any claims alleged in the Lawsuit;

**WHEREAS**, the City and Raineri are desirous of resolving all claims or causes of action asserted or which could have been asserted in the Lawsuit and any and all liabilities of Raineri to the City consistent with the provisions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and understandings set forth in this Agreement, and other good and valuable consideration, the sufficiency and receipt of which is acknowledged, the parties agree as follows:

## AGREEMENT

### SECTION 1. INCORPORATION OF RECITALS

The Parties agree that the recitals above are true and correct statements of fact, and hereby incorporate them into this Agreement.

### SECTION 2. PAYMENT

Raineri shall pay to the City, on or before October 7, 2016, the sum of Thirteen Thousand Dollars ($13,000.00) in full and complete satisfaction of any and all claims by the City against Raineri.

**SECTION 3. DISMISSAL OF ACTION**

Upon the execution of this Agreement, the City shall execute a Stipulation and Order to Dismiss with Prejudice the Lawsuit against Raineri, only, in the form attached as Exhibit A and made a part of this Agreement. Notwithstanding the foregoing, the City has no obligation submit the Stipulation and Order to the Court unless or until it receives payment from Raineri of all sums due under Paragraph 2.

**SECTION 4. RELEASE OF CLAIMS**

A. **By Raineri**. In consideration of the mutual promises set forth in this Agreement, Raineri, on behalf of itself and its respective directors, officers, shareholders, members, managers, partners, employees, agents, sureties, parent companies, subsidiaries and related or affiliated companies and/or divisions, representatives, insurers, attorneys, heirs, successors and assigns, as applicable (the "Raineri Releasing Parties"), hereby remise, release, acquit and forever discharge the City and all of its elected and appointed officials, officers, employees, agents, insurers, attorneys, successors and assigns (the "City Released Parties"), from any and all claims, liabilities, demands, damages, actions, or causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, contingent or liquidated, asserted or unasserted, which the Raineri Releasing Parties now have, may have, have had, hold or have at any time heretofore owned or held against the City Released Parties, directly or indirectly, that in any way relates to the Bricks and the Lawsuit.

B. **By The City**. In consideration of the mutual promises set forth in this Agreement, the City and all of its elected and appointed officials, officers, employees, agents, insurers, attorneys, successors and assigns (the "City Releasing Parties"), hereby remise, release, acquit and forever discharge Raineri and its respective directors, officers, shareholders, members, managers, partners, employees, agents, sureties, parent companies, subsidiaries and related or affiliated companies and/or divisions, representatives, insurers, attorneys, heirs, successors and assigns, as applicable, (the "Raineri Released Parties"), from any and all claims, liabilities, demands, damages, actions, or causes of action of every kind and nature whatsoever, whether now known or unknown, suspected or unsuspected, contingent or liquidated, asserted or unasserted, which the City Releasing Parties now have, may have, have had, hold or have at any time heretofore owned or held against the Raineri Released Parties, directly or indirectly, that in any way relates to the Bricks and the Lawsuit ruptured.

**SECTION 5. CONFIDENTIALITY AND NONDISPARAGEMENT**

The Parties acknowledge and agree that the terms and conditions of this Agreement shall be held in confidence and agree not to disclose, discuss, or comment to any person the terms and conditions of this Agreement, the existence of this Agreement, or any of the negotiations and discussions that preceded the making of this Agreement, other than disclosure to their lawyers or accountants, or government authorities as may be required by law, or otherwise by Order of a Court. The Parties further acknowledge that they enter into this Agreement understanding that

the City is subject to the Missouri Open Meetings Act, RSMo Chapter 610, and that the City may at some future time be required to respond to public record requests related to this matter. Nevertheless, the Parties agree they shall not discuss or comment on this matter regardless of whether an open records request results in the matter or this Agreement being disclosed.

**SECTION 6. REPRESENTATION BY COUNSEL**

The Parties acknowledge that they are sophisticated and experienced in matters of this nature, that they have had the opportunity to seek the advice of independent legal counsel, and have relied upon the advice and representation of counsel of their selection in executing this Agreement. The Parties expressly acknowledge that they have had the free and unrestricted opportunity to consult with counsel or other advisors relative to this Agreement and that this Agreement is entered into as an act of free will and is an arm's-length transaction.

**SECTION 7. VOLUNTARY EXECUTION**

The Parties knowingly and voluntarily execute this Agreement. The Parties have read and thoroughly reviewed this entire Agreement and fully understand the Agreement. The Parties acknowledge that they are fully cognizant of the nature and extent of the restrictions and obligations contained herein. The Parties, by signing below, accept the terms and conditions of this Agreement. The Parties acknowledge that the consideration by each of the Parties for the execution of this Agreement by the Parties is more than sufficient to warrant strict compliance with the terms and conditions of this Agreement by each of the Parties.

**SECTION 8. BINDING AGREEMENT, SUCCESSION OR ASSIGNMENT**

The rights and obligations created by this Agreement shall pass to and be binding upon the successors and assigns of the Parties; however, no rights shall be enlarged by reason of such succession.

**SECTION 9. JOINT DRAFTING EFFORT**

Each party hereto agrees that this Agreement reflects the joint drafting efforts of the Parties, and that no rule of construction or interpretation regarding any alleged ambiguities in this Agreement shall be applied against any party.

**SECTION 10. COOPERATION**

Each party warrants and agrees that they shall cooperate to do and diligently pursue all things necessary to effect the transactions and agreements contemplated or required by this Agreement.

**SECTION 11. AMENDMENT AND WAIVER**

No amendment or waiver of any provision of this Agreement shall be effective unless the same shall be in writing and signed by all parties hereto, and then such waiver or consent shall be effective only in the specific instance and for specific purpose for which given.

**SECTION 12. PREVAILING PARTY'S ATTORNEYS' FEES**

In the event that a dispute arises regarding any term, performance or enforcement of this Agreement, the prevailing party shall be entitled to receive, and the non-prevailing party shall be obligated to pay, the prevailing party's reasonable attorney's fees and costs.

**SECTION 13. TIME OF THE ESSENCE**

Time is of the essence of each and all of the provisions, covenants and conditions of this Agreement.

**SECTION 14. VALIDITY AND SEVERABILITY**

If any term, part or provision of this Agreement is held by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights, obligations and covenants of the undersigned Parties shall be construed and enforced as if the Agreement did not contain the particular term, condition, part or provision held to be unlawful.

**SECTION 15. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

**SECTION 16. ENTIRE AGREEMENT**

The Parties to this Agreement hereby represent and warrant that this Agreement contains the entire understanding of the Parties with respect to the matters covered hereby, and that there are no terms and conditions of this Agreement except those that are expressly set forth herein.

**SECTION 17. GOVERNING LAW**

This Agreement will be construed and interpreted in accordance with, and any dispute or controversy arising from any breach or asserted breach of this Agreement will be governed by the laws of the State of Missouri, without regard to any choice of law rules. Any matter or dispute arising hereunder or relating to this Agreement shall be subject to the exclusive jurisdiction and venue of the state courts located in St. Charles County, Missouri. The foregoing court shall have personal jurisdiction, and the Parties hereby submit to same, over the matters arising hereunder or in connection herewith. The Parties hereby waive all rights to contest such jurisdiction and venue and waive any right to commence any action in any other jurisdiction or venue. In addition, the Parties agree to mutually waive all rights to a jury trial with respect to any litigation involving this Agreement.

**SECTION 18. FACSIMILE/ELECTRONIC EXECUTION**

This Agreement may be signed and transmitted electronically or by facsimile machine or telecopier; the signature of any person on an electronically or facsimile transmitted copy hereof shall be considered an original signature; and an electronically or facsimile transmitted copy hereof shall have the same binding effect as an original signature on an original document. At the request of any party hereto, any electronic, facsimile or telecopy copy of this Agreement shall be re-executed in original form. No party hereto may raise the use of electronic mail, a facsimile machine or telecopier or the fact that any signature was transmitted through the use of electronic mail or a facsimile or telecopier as a defense to the enforcement of this Agreement.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement or caused this Agreement to be duly executed as of the Effective Date.

[*TWO SIGNATURE PAGES TO FOLLOW*]

RAINERI BUILDING MATERIALS, INC.

By: Dominic Raineri

Printed: Dominic Raineri

Title: President

Date: 10-6-16

STATE OF MISSOURI )
) SS
COUNTY OF St Louis )

On this date appeared before me Dominic Raineri who verified and acknowledged to me that s/he is the President of Raineri Building Materials, Inc., and further acknowledged and affirmed to me that as such, s/he has the authority to execute the above-referenced Agreement and did so freely and voluntarily on behalf of Raineri Building Materials, Inc.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first written above.

My Commission Expires:

MELISSA A. FORTNER
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 14999270
My Commission Expires July 27, 2018

Notary Public

CITY OF DARDENNE PRAIRIE,
MISSOURI

By:_____

Printed: _____

Title: _____

Date:_____

STATE OF MISSOURI )
) SS
COUNTY OF _____ )

On this _____ day of _____ 2016, before me, a Notary Public in and for said State, personally appeared _____, _____ of the City of Dardenne Prairie, Missouri, known to me to be the person who executed this Agreement on behalf of the City of Dardenne Prairie, Missouri, and acknowledged to me that s/he executed the same for the purposes stated therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the date and year first written above.

My Commission Expires:

_____
Notary Public

**IN THE ELEVENTH JUDICIAL CIRCUIT, STATE OF MISSOURI**
**ASSOCIATE JUDGE DIVISION**

| | | |
|---|---|---|
| CITY OF DARDENNE PRAIRIE, MISSOURI, | ) | Cause No. 1511-AC00988 |
| Plaintiff, | ) | Div. 12 |
| v. | ) | |
| ADAMS CONCRETE AND MASONRY LLC, et al., | ) | |
| Defendants. | ) | |

**DISMISSAL WITH PREJUDICE**

Plaintiff, City of Dardenne Prairie, Missouri, by and through undersigned counsel, and hereby dismisses with prejudice its claims against Defendant Raineri Building Materials, Inc., only, with each party to bear its own costs and attorney's fees. This dismissal is applicable only to Defendant Raineri Building Materials, Inc.

Respectfully submitted,

HAMILTON WEBER LLC

By:/s/ Jared D. Howell

David T. Hamilton, # 28166
John H. Kilper #60997
Jared D. Howell #67332
200 North Third Street
St. Charles, Missouri 63301
(636) 947-4700 – Office
(636) 947-1743 – Facsimile
dhamilton@hamiltonweber.com

jkilper@hamiltonweber.com
jhowell@hamiltonweber.com

***Attorneys for Plaintiff***

**CERTIFICATE OF SERVICE**

The undersigned certifies that a true and correct copy of the foregoing was served this 28th day of October 2016, by means of electronic filing, to:

Thomas A. Federer, #37139
Kenneth E. Dick, #36277
FEDERER & FEDERER, P.C.
201 S. Fifth Street
St. Charles, MO 63301
636-949-2424 – Telephone
636-949-9610 – Facsimile
*Attorneys for Defendant Adams Concrete and Masonry, LLC*

Patrick S. Butler, #43040
137C S. Central
P.O. Box 353
Eureka, MO 63025-0353
636-938-9973 – Telephone
636-938-9976 – Facsimile
*Attorney for Defendant Raineri Building Materials, Inc.*

Alexandra M. Hart, #48930
STL Law Group, LLC
231 South Bemiston Avenue, Ste. 1020
Clayton, MO 63105
314-727-2337 – Telephone
314-862-5741 – Facsimile
*Attorneys for Defendant Studio One Architecture, Inc.*

/s/ Jared D. Howell