

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

BOARD OF ALDERMEN
MEETING AGENDA
NOVEMBER 2, 2016
7:00 p.m.

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

Mayor Zucker
Alderman Klingerman
Alderman Nay
Alderman Gotway
Alderman Koch
Alderman Wandling
Alderman Santos

OPEN FORUM

CONSENT AGENDA

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

ITEMS REMOVED FROM CONSENT AGENDA

NEW BUSINESS

1. **Bill # 16-32**

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

2. **Bill # 16-33**

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

3. **Bill # 16-34**

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

STAFF COMMUNICATIONS

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

CLOSED SESSION

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

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:00 p.m. The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

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

Present at roll call were Mayor Zucker, Aldermen Wandling, Gotway, Santos, Klingerman and Nay. Alderman Koch was absent. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young.

OPEN FORUM – No one present to speak.

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

With no objections, the consent agenda was approved.

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.

The following individual was in attendance to speak:
Eric Brunner – 133 Barrington Lake Drive

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

NEW BUSINESS

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to read Bill #16-27 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Santos, Seconded by Alderman Gotway to read Bill #16-27 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Nay to put Bill #16-27 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-27 passed and designated it to be Ordinance #1814.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to read Bill #16-28 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Santos, Seconded by Alderman Klingerman to read Bill #16-28 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to put Bill #16-28 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-28 passed and designated it to be Ordinance #1815.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-29 for the first time by short title only. Motion passed unanimously.

Bill # 16-29

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

A motion was made by Alderman Klingerman, Seconded by Alderman Nay to read Bill #16-29 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to put Bill #16-29 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-29 passed and designated it to be Ordinance #1816.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-30 for the first time by short title only. Motion passed unanimously.

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

A motion was made by Alderman Gotway, Seconded by Alderman Santos to amend Bill #16-30 by inserting Amcon Municipal Concrete LLC in Section 1 in place of "the apparent low bidder". Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Wandling to read Bill #16-30 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Gotway, Seconded by Alderman Klingerman to put Bill #16-30 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-30 passed and designated it to be Ordinance #1817.

A motion was made by Alderman Gotway, Seconded by Alderman Wandling to read Bill #16-31 for the first time by short title only. Motion passed unanimously.

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.

A motion was made by Alderman Gotway, Seconded by Alderman Santos to read Bill #16-31 for the second time by short title only. Motion passed unanimously.

A motion was made by Alderman Klingerman, Seconded by Alderman Santos to put Bill #16-31 to final vote. Roll call was as follows:

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

Mayor Zucker declared Bill #16-31 passed and designated it to be Ordinance #1818.

STAFF COMMUNICATIONS

Alderman Wandling mentioned he is unable to attend the Salvation Army bell ringing event and made a fifty dollar donation.

Alderman Klingerman mentioned the bus driver position at St. Williams apartments has been filled.

Alderman Wandling requested a special budget workshop session be scheduled for November 2nd following the regular Board of Aldermen meeting.

ADJOURNMENT

A motion was made by Alderman Gotway to adjourn the meeting at 7:25 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark
City Clerk

WORKSHOP SUMMARY

OCTOBER 19, 2016

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

The meeting was opened with the Pledge of Allegiance.

The following were in attendance: Mayor Zucker, Aldermen Wandling, Gotway, Nay, Santos, and Klingerman. Also present were City Clerk Kim Clark, City Engineer Luke Kehoe and City Attorney John Young. Staff member Alicia Gay was also in attendance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Pokemon Go in BaratHaven
Mayor Zucker read letters from Andrew Burchett and Joanne Boudreau which are attached as part of the minutes.
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

City Engineer Luke Kehoe updated the Board on the status of the BaratHaven trail maintenance project.

Alderman Klingerman requested the status of the Stump Road water project.

Alderman Gotway requested the status of the BaratHaven overlook repair.

Alderman Santos mentioned possible options for the afterhours patrol of BaratHaven Park.

Mayor Zucker mentioned the Wentzville Fire Protect District ISO rating. He also mentioned the final three nights of Cricket would be October 21st, 22nd & 23rd at the ballfields under the lights.

A motion was made by Alderman Klingerman, Seconded by Alderman Gotway to hold a closed session pursuant to RSMo 610.021 section (1) Litigation and Privileged Communications and (3) Personnel. Motion passed unanimously. Roll call was as follows:

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

CLOSED SESSION

A motion was made by Alderman Wandling, Seconded by Alderman Gotway to adjourn the meeting at 7:00 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

David Zucker

From: Andrew Burchett <sburchett50@gmail.com>
Sent: Monday, October 17, 2016 6:36 PM
To: David Zucker; Dan Koch; John Gotway
Cc: Edward Etzkorn
Subject: Re: Pokemon in Barathaven (GRG) park

Mayor Zucker, Aldermen Gotway and Koch, and HOA President Etzkorn:

Unfortunately, I will not be able to attend the BOA workshop in which Pokemon Go is being discussed because I have a schedule conflict with work. Both of my children are in scheduled activities that evening, which will mean my wife won't be able to make it. All four of us are interested in the discussion and would like to contribute in a way that makes it better informed.

To the extent you document workshop discussions, please be sure to submit my Sept. 23 letter below for the public record. Also, please add for consideration this additional information:

- Since this topic has come up, my family has monitored the Barathaven park gym every day and witnessed no late-night activity by people playing Pokemon.
- Monitoring is very easy because the Pokemon Go app lets us see all activities in real time from the comfort of our home. We check it throughout evening.
- Additionally, we have stayed in control of the gym by playing the game as a team. This allows us to monitor any changes that will occur if people enter the gym while we are not actively watching it. If we are not constantly monitoring, we lose control of the gym. For example, if someone were to be active in the gym while we are asleep, it changes the gym statistics and you can see changes in which Pokemon are in the gym the next morning. Even if I am out of town, I can see if my Pokemon loses the gym overnight.
- I also check the parking lot by the gym when I come and go from the neighborhood. When I see any vehicles or activity in the area of the gym, I stop and use the game app to see if those illegally present in the park after dark are doing anything in the gym. In the last three weeks I have seen several people in the park after dark, but NOT ONCE were those individuals active with the Pokemon gym.

To sum it up, we don't have a Pokemon Go problem. We have an unlit, semi-secluded parking lot problem. I have seen plenty of evidence of people in the park after dark but it is clear that Pokemon is not the root of the issue. In light of these observations, it is my opinion that any serious conversation about removing Pokemon from the park to remedy the regular problem of night-time activity is off base. It only detracts from citizen's lawful use and enjoyment of the park while playing Pokemon Go. Furthermore, such a discussion distracts us from the important question of whether or not our local law enforcement has the wherewithal to enforce ordinances related to the park.

If and when someone is caught in the park after dark playing Pokemon, I support enforcement of the park ordinance forbidding him or her from being there.

Please weight your consideration to direct observations such as these rather than some of the more fantastic scenarios and theories I have heard recounted. Thank-you for considering my point of view. I'm happy to help in any other way.

Sincerely,

Andrew Burchett
2059 Saint Madeleine Drive
202-689-9774

On Fri, Sep 23, 2016 at 4:43 PM, Andrew Burchett <sburchett50@gmail.com> wrote:

Dear Mayor Zucker,

I live in Barathaven subdivision. At a recent Barathaven Homeowners Association meeting, there was discussion about vandalism and other criminal activity around our neighborhood and the Great Rivers Greenway/Barathaven park. It is a real problem and I fully support active and consistent enforcement of the law to address these issues. This includes enforcing the ordinance that prohibits people from being in the park after dark.

There was one course of action that came up in discussion the HOA meeting that I oppose. It was to have the city seek to remove a Pokémon Go gym and two stops from the park in the Pokemon game map. Pokemon Go is a popular game that rewards players for getting outdoors and walking. The Pokemon Go world is visible through a smartphone app that shows different digital features superimposed on a map. One type of feature is a "stop", where players check in and get supplies that help them in the game. The other type of feature is a "gym" where players battle and train with their Pokemon. Most stops and gyms are located in public spaces where it is appropriate for people to walk and spend time. In the Barathaven park there are three Pokemon Go features:

- A Pokemon Go stop is located at the entrance to the trail parking lot off of Barathaven Boulevard.
- A Pokemon Go gym is located at the overlook by the parking lot.
- A second Pokemon Go stop is located at the overlook on the lake trail near the Riparian Court cul de sac.

Players also may capture "wild" Pokemon along the park trails.

The game gets kids and adults out in the fresh air walking. Sometimes they organize in teams for companionship and to be more competitive in the gyms. Collectively, my family has walked several hundred kilometers with this game since downloading the app in mid-July a couple of weeks after it was introduced. Most of this distance was walked around Barathaven Lake and it gave us a lot of opportunity to observe and talk with other players at all times of day from dawn until dusk. After many hours of playing Pokémon Go in Barathaven park, here are a few observations I would like to share:

- Most of the people in the park are NOT playing Pokemon Go. In fact, I see more people fishing in the lake some days. Walkers, joggers and bicycle riders represent the vast majority of park users.
- We are very aware of which park users are Pokémon Go players because they may be competitors or on the same team and their actions can affect our strategy, so we watch them closely
- I know several of the kids who play Pokemon Go and often their parents are with them.
- I have not witnessed Pokémon Go players using profanity, rough housing, being violent or destructive toward people or property.
- I have not witnessed Pokémon Go players trespassing on private property
- Pokémon Go players are typically absorbed in the game. They are occupied, on a mission and not idle or looking for mischief.

Personally, my family has realized the following benefits from playing Pokémon Go:

- Several family walks in a week

- An adolescent son who opens up to me about important stuff in his life while he's coaching me on how to be better at the game
- A child with a mild muscular disorder motivated to push through the discomfort and pain of walking and getting much-needed exercise, sun and fresh air
- Lots of friendly encounters with neighbors and friends

Many people don't play Pokémon Go, so it is understandably strange and of no value to them. Regrettably, some people who know very little about the game have made it a scapegoat for their frustrations with bad behavior around our neighborhood. In some cases, uninformed commentary has included outlandish statements as a basis for why it should be banished from our park. If there were a causal link between Pokémon Go and crime, I would not allow my children to play

My one request is that the city obtain input from the Pokémon Go-playing constituency of Barathaven before seeking the game to be turned off in our park. We are a friendly group of active, productive citizens with school-aged children. We would be glad to share more information with you and other city leaders.

Thank-you for your attention to this matter.

Best regards,

Andrew Burchett
202-689-9774
2059 Saint Madeleine Drive
Dardenne Prairie

David Zucker

From: Joanne Boudreau <joanne-boudreau@hotmail.com>
Sent: Tuesday, October 18, 2016 9:39 AM
To: David Zucker; John Gotway; Dan Koch
Subject: Pokemon Go

Mayor Zucker, Alderman Koch, Alderman Gotway,

It is my understanding that there will be some discussion this Wednesday evening at the BOA workshop regarding the Pokemon Go issue around the Barathaven lake. Unfortunately we will be unable to attend, as we have family visiting us for the week from Canada, however I have previously e-mailed all three of you with my thoughts on this subject. I hope you will take our thoughts into consideration during your discussion, regardless of our inability to be there to present them in person, and ask that you share my previous e-mail (which I have copied below for your convenience) with the other aldermen during your discussion.

Thank you very much,
Joanne Boudreau, Mark Kidnie and Jack Kidnie (our 10 year old Pokemon Go enthusiast)

From my e-mail to Mayor Zucker, Aldermen Koch and Gotway, dated 9-23-16:

Mayor Zucker, Alderman Gotway, Alderman Koch,

I wanted to contact you to express my concern at the news that the city is considering petitioning for removal of Pokemon Go from the Barathaven/GRG park area. My family has spent many happy hours walking those trails, getting some much needed exercise and socializing with family and friends, while playing this game.

I am somewhat concerned that a few vocal citizens, who most likely back onto the lake area and who are, no doubt seeing an increase in usage of those trails, may be confusing any local vandalism (which is a problem we have had here in Barathaven, even before the advent of this game) with this increase in usage. It is in our nature to look for patterns and connections, but to automatically assign responsibility for every recent act of vandalism to Pokemon Go players, even to the extent of invoking Castle Doctrine is completely outrageous.

I myself have had an encounter with one homeowner, who backs on to the lake, which may shed some light. As I was returning home one day, I pulled over to the side of the road on Riparian, and parked momentarily in front of the second house in from the corner(which is in no way illegal). I was checking my phone for a text that had just come through (and chose to do it safely, by pulling over, rather than trying to text and drive). Within 30 seconds of my pulling over, a woman walked down from her house, hands on hips, to ask me what business I had there. Now, to be clear, I am a 44 year old Mom, who has lived in this neighborhood for 8 years, driving a white minivan and doing absolutely nothing illegal! I informed her that I lived in the neighborhood, at which point her demeanor immediately became more friendly. She then explained to me that they have recently had a surge of 'illicit' activity around her house, which she explained, included people parking in front of her house (again, not illegal) and walking over to the lake, or sometimes parking after dark in the lake parking lot, then leaving after a few minutes. Realizing that she was quite upset, and unaware that this activity was probably just some nerdy Pokemon Go players, I asked her if she knew what

they were doing, and she informed me that they were doing drugs and having sex, and even regaled me with tales of how she could see lights in their cars (likely their cell phones) which she interpreted as signals for the aforementioned drugs and sex. Hoping to put her mind somewhat at ease, I pulled out my phone and showed her the Pokemon app, and explained to her that they were likely just playing the game, and that there was a "Gym" at the parking lot that was probably attracting people, as well as having Pokemon that often pop up in front of her house (not on her property, by the way). As I said, I thought I was putting her mind at ease, however I am afraid that there now seems to be some assumption of causation between the increased usage of the park due to Pokemon Go, and every recent incident of vandalism that has occurred.

Let us not forget that we have had many problems with vandalism in our area long before the inception of this virtual game. And I am all for people having to follow the rules regarding park usage, ie-no access after dark, but just because a few people are not following the rules do we really need to punish the many, many people in our city who play this game, and enjoy doing so responsibly? Please don't throw the baby out with the bathwater. Do we shut down our soccer fields because some people speed to get to the games on time or because sometimes teenagers hang out there after dark? Of course not-but we do our best to regulate and enforce responsible, legal usage. We don't let a few negative experiences ruin the fun for everyone. Surely we can apply the same sort of logic to this situation!

Since this game came out, my family has logged many, many miles around our beautiful park, playing the game, yes-but also looking at nature! We have seen storks, cranes, turtles, rabbits, spiders carrying their babies on their backs, snakes, the list goes on. We have watched our son socialize with friends, strategize with his team, enjoy victory when his team wins, and learn to accept it and try again when they lose. If the goal of the Greenways trails is to get people out and active in nature, then there is no greater motivator than this game.

Please, please consider all options and opinions before making any decision regarding this issue.

*Thanks,
Joanne Boudreau*

**EXPENDITURES FOR APPROVAL
11/2/2016**

1 AFLAC	November, 2016	157.80
2 Aculift	Basement Repair	4,380.00
3 Alderman Blake Nay	November, 2016	375.00
4 Alderman Dan Koch	November, 2016	375.00
5 Alderman Dave Wandling	November, 2016	375.00
6 Alderman Doug Santos	November, 2016	375.00
7 Alderman John Gotway	November, 2016	375.00
8 Alderman Kevin Klingerman	November, 2016	375.00
9 Ameren	City Hall	934.83
10 Ameren	Concession Stand	142.27
11 Ameren	Hanley Traffic Light	10.24
12 Ameren	Hanley Traffic Light 2	40.84
13 Ameren	Ball Park	360.21
14 Ameren	City Hall Park	143.94
15 AT & T	Building Dept. Software Monthly Data to 11/4/16	42.91
16 Charter	City Hall Internet	123.19
17 City of Wentzville	Senior Trip	372.91
18 Cuivre River Electric	Light at Weldon Spring	38.24
19 Cuivre River Electric	Georgetown Park	73.80
20 Cuivre River Electric	St. Williams street lights	31.79
21 Cuivre River Electric	Traffic Signal at Feise/Hanley	67.00
22 Hoff Heating & AC	Air Conditioner Repair	415.00
23 Insurance: Anthem Blue Cross/Blue Shield	Health: November, 2016	3,716.65
24 Insurance: Capital Administrators	Vision: November, 2016	83.30
25 Insurance: Principal Life	Life: November, 2016	211.68
26 LAGERS	October, 2016	2,581.92
27 Mayor David C. Zucker	November, 2016	1,000.00
28 Office Essentials	Office & Maintenance Supplies	306.23
29 Parks: Fundways of MO LLC	Tree of Lights Tent and Heaters	2,111.00
30 Parks: The Clowns, LLC	Tree of Lights Santa & Baloon Artist	610.00
31 Payroll	Payroll: 10-21-16	16,193.10
32 PWSD #2	Bluebird Park to 10/13/16	18.08
33 Sprint	Amelong Cell Phone	67.32
34 Stratus Building Solutions	City Hall Cleaning: November, 2016	385.00
35 The Law Office of Dennis Chassaniol	Municipal Judge: November, 2016	400.00
36 Thoele	Gasoline Charges to 9/28/16	502.08
37 UMB Bank, NA	October, 2016 TDD Sales Tax Payment	37,845.00
		75,616.33

Approved by Board of Aldermen 11-02-16

Mayor David C. Zucker



Permit #16-469

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

TEMPORARY USE PERMIT APPLICATION CITY OF DARDENNE PRAIRIE, MISSOURI

www.DardennePrairie.org

To the Mayor of Dardenne Prairie:

I/We request permission for the following land use:

- Temporary Retail Sales*
- Seasonal Sales*
- Mobile home (due to disaster)*
- Real Estate Office (incidental to a new housing development) *
- Contractor's Office/Shed*
- Carnival/Circus

Cost of land use improvements 0

Description of land use: Sell Christmas trees from southwest corner of church property along Hwy N to raise money for St Vincent De Paul charity

Location of temporary land use: Immaculate Conception Church - southwest corner

Based on good weather conditions, this land use will commence on Nov. 23, 2016 and will continue for approximately 30 days. (date)

The permit application fee of \$ _____ has been paid (Please waive fee as in past years) *OK per Mayor JC Zuehl*

A cash deposit or bond in the amount of \$ _____ has been placed with the City**.

The Mayor, with approval by the Board of Aldermen, is authorized to issue or deny a permit for a temporary use within any zoning district provided it meets the requirements of Section 405.430 of the Municipal Code and does not create a concern regarding health, safety, traffic and the general welfare. The permit may be issued for a specified period of time and shall contain provisions regarding health, safety, traffic and the general welfare. The Mayor and Board of Aldermen may require such assurances or guarantees of compliance with conditions as are reasonable and appropriate under the circumstances.

Existing drainage directions and patterns shall be maintained. All necessary siltation control measures shall be installed to prevent material from disturbed areas being deposited into storm sewers and/or onto adjacent properties pursuant to Section 410.080 of the Municipal Code.

* Attach a concept plan or site plan for the site drawn to scale depicting the proposed temporary land use and its relation to adjacent properties, utilities and streets and include proposed building(s), parking areas, utilities and sidewalks with significant dimensions were appropriate to clarify the plan for review and approval by the City Engineer.

** If required by the Board of Aldermen. The applicant has 2 years from the date this permit is issued to request a refund of any cash deposited with the City of Dardenne Prairie, Missouri. After 2 years, all such cash deposits not used or refunded will be deemed relinquished to the City of Dardenne Prairie, Missouri.

Monsignor Ted Wajcicki
OWNER

John Leger
APPLICANT

John Leger 10/13/2016
Authorized Signature Date

Authorized Signature Date

John Leger
Printed Name

Printed Name, Title

7707 Highway N
Street Address

Street Address

Dardenne Prairie, MO 63368
City/State/Zip Code

City/State/Zip Code

636-561-6611 636-561-3883
Telephone Facsimile

Telephone Facsimile

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

Complete application and submit with the non-refundable fee of \$150.00 to:

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

For Office Use Only

Permit No. _____

Approved by the Board of Aldermen with the following conditions: _____

A Building Permit: is not required.
 is required (Building Department - (636) 561-1718).

By: _____
Mayor Date

ORDINANCE NO. _____

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

WHEREAS, the 95th General Assembly of Missouri enacted Sections §67.2800 to §67.2835, inclusive, RSMo., the “Property Assessment Clean Energy Act” (the “Act”); and

WHEREAS, the development, production, and efficient use of clean energy and renewable energy, as well as the installation of energy efficiency improvements to publicly and privately owned real property, may create jobs for residents of the City of Dardenne Prairie, Missouri, advance the economic well-being and public and environmental health of the City of Dardenne Prairie, Missouri, and contribute to the energy independence of our nation; and

WHEREAS, the primary intent of funding energy efficiency and renewable energy improvements pursuant to the Act is to promote the public purposes described above; and

WHEREAS, Section §67.2810.1 authorizes one or more Municipalities (as defined in Section §67.2800.7) to establish a Clean Energy Development Board to initiate and administer a Property Assessed Clean Energy (“PACE”) Program so that owners of qualifying property can access funding for energy efficiency improvements or renewable energy improvements to their properties located in such Municipalities; and

WHEREAS, on January 3, 2011, a clean energy development board now named the Missouri Clean Energy District was created with the intention that all Municipalities within the State of Missouri would be eligible to join and participate by approving an appropriate ordinance or resolution; and

WHEREAS, it is in the best interests of the City of Dardenne Prairie, Missouri and for the benefit of its residents to join and participate in the District.

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

SECTION ONE: The City hereby approves and authorizes joining and participation in the Missouri Clean Energy District.

SECTION TWO: The City declares its intent that the provisions of this Ordinance shall be in conformity with federal and state laws. The City enacts this Ordinance pursuant to Sections 67.2800 to 67.2835 of the Missouri Revised Statutes (2000), as amended.

Subsection One. Title and Definitions.

A. Title. This Ordinance shall be known and may be cited as “The City of Dardenne Prairie, Missouri Property Assessed Clean Energy (PACE) Ordinance.”

B. Definitions. Except as specifically defined below, word and phrases used in this Ordinance shall have their customary meanings. Words and phrases defined in Section 67.2800.2 of the Missouri Revised Statutes (2000), as amended, shall have their defined meanings when used in this Ordinance. As used in this Ordinance, the following words and phrases shall have the meanings indicated.

“Missouri Clean Energy District” or “District” means the Missouri Clean Energy District.

“PACE Assessment” means a special assessment made against qualifying property in consideration of PACE Funding.

“PACE Funding” means funds provided to the owner(s) of qualified property by the District for an energy efficiency improvement.

“Qualifying Property” means real property located in The City of Dardenne Prairie, Missouri.

Subsection Two. Program Administration.

The Missouri Clean Energy District shall administer the functions of the PACE Program within the City by

- A. providing property owners with an application to apply for PACE Funds;
- B. developing standards for the approval of Projects submitted by property owners;
- C. reviewing applications and selecting qualified Projects;
- D. entering into Assessment Contracts with property owners;
- E. providing a copy of each executed Notice of Assessment to the County Assessor and causing a copy of each such Notice of Assessment to be recorded in the real estate records of the Recorder of Deeds for the County;

- F. authorizing and disbursing the PACE Funds to the property owners;
- G. receiving the PACE Assessment from the County Collector;
- H. recording any lien, if needed, due to nonpayment of a PACE Assessment; and
- I. exercising all powers granted by Section 67.2810.2 of the Missouri Revised Statutes (2000), as amended, including, but not limited to, the power to levy and collect special assessments under an assessment contract with a property owner.

Subsection Three. Liability of City Officials; Liability of City.

Notwithstanding any other provision of law to the contrary, officers and other officials of the City, the District and the County in which the City is located shall not be personally liable to any person for claims, of whatever kind or nature, under or related to the City's participation in the District's PACE Program, including, without limitation, claims for or related to uncollected PACE Assessments. The City has no liability to a property owner for or related to energy savings improvements funded under a PACE Program. The District shall for all purposes be considered an independent entity and shall not be considered a political subdivision of the City of Dardenne Prairie, Missouri.

SECTION THREE: The Mayor of the City is hereby authorized to deliver a duly executed copy of this Ordinance to the Board of Directors of the District or its designee, together with the jurisdictional and geographic boundaries of the City for inclusion in the jurisdictional and geographic boundaries of the District.

SECTION FOUR: The City authorizes and directs the Mayor to appoint a member of the Advisory Council of Missouri Clean Energy District and to notify the District of the person so appointed..

Read two times, ADOPTED and APPROVED this ____ day of _____, 2016.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ of November, 2016

Mayor

Attest:

City Clerk

David Zucker

From: Dempsey, Tom <tom@pelopidas.com>
Sent: Tuesday, August 23, 2016 9:55 AM
To: David Zucker; Blake Nay; Kevin Klingerman; John Gotway; Dan Koch; Doug Santos; Dave Wandling
Cc: Kim Clark
Subject: MCED/RA update

Dear Mayor Zucker and members of the Dardenne Prairie Board of Aldermen,

Wentzville is the newest community to join the Missouri Clean Energy District. I know you are very busy, so here's a brief reminder of the purpose of the district and the service we wish to provide for your constituents.

Every year, about one in six American homeowners replaces a product or system in their home that affects the level of energy consumption. Three-quarters of the time, they select a less efficient option based on upfront sticker price, instead of factoring in the total cost of owning and maintaining the product or system over the course of its useful life. PACE(Property Assessed Clean Energy) succeeds where other financing options fail precisely because it successfully provides smart options to homeowners in a moment of need that also serves a broader environmental, economic, and infrastructure goal. So, instead of choosing the cheapest, we have a tool that helps a homeowner make a decision on what is the best value.

The Missouri Clean Energy District(MCED), a statewide political subdivision comprised of community members, has partnered with Renovate America to provide their brand of PACE, called HERO (Home Energy Renovation Opportunity). The HERO program offers a network of trusted local contractors and industry leading consumer protections that help more property owners confidently invest in energy efficient renovations. Only products that are certified by the state and/or the federal government to lower energy costs qualify. There is no cost or liability for communities that participate and no cost for contractors to join. RA maintains the gold standard in consumer protection. One example, contractors do not get paid by Renovate America until the homeowner has signed off that the work has been completed to the homeowner's satisfaction.

PACE is a growing market and Renovate America is the industry leader. To date, they've made over \$1.7 billion in home improvements creating over 14,000 jobs. Let me know if you would like more information. I would be happy to meet with each of you based on your availability to answer any questions.

Warmest Regards,

Tom Dempsey
Partner | Gate Way Group
Government Affairs Division | Pelopidas, LLC
1034 S. Brentwood Blvd. Ste. 1700 | St. Louis, MO 63117
O: 314-361-3313 | M: 636-288-7461 | F: 314-361-7043
www.GoGateWay.org | www.pelopidas.com | @ThomasDDempsey

MCEd.MO.GOV

Missouri Clean Energy District

Member Communities

The following communities have authorized membership in the Missouri Clean Energy District for the purpose of making funding available to property owners within their jurisdiction.

If you do not see your community in the listing of participants, contact the **program administrator** and learn how to bring important capital into your community through PACE. Every Missouri community is eligible to join.

To join with the current group of Missouri Clean Energy District communities please take the very simple required steps and make PACE funding available in your community. There is no liability, budget impact or administrative burden.



[View Community Map](#)

Current Members of the Missouri Clean Energy District:

- Arnold
- Ballwin
- Barton County
- Bates County
- Belton
- Boliver
- Branson
- Canton
- Cassville
- Charlack
- Chesterfield
- Cole County

- Cooper County
- Doniphan
- Farmington
- Ferguson
- Franklin County
- Galena
- Gentry County
- Greene County
- Hartville
- Hazelwood
- Hollister
- Holts Summit
- Independence
- Indian Point
- Jasper County
- Jefferson City
- Jackson County
- Kansas City
- Kirksville
- Lamar
- Maryville
- Moberly
- Mercer County
- Mississippi County
- Monett
- Nixa
- North Kansas City
- O'Fallon
- Olivette
- Otterville
- Ozark
- Ozark County
- Peculiar
- Pettis County
- Pilot Grove
- Pineville
- Reeds Spring
- St. Peters
- Springfield
- Stoddard County
- Sullivan County
- Taney County
- Town And Country

- University City
- Village of Four Seasons
- Warrensburg
- West Plains

.....

Share:





HUD No. 16-110
Brian Sullivan
(202) 708-0685

FOR RELEASE
Tuesday
July 19, 2016

FHA TO INSURE MORTGAGES ON CERTAIN PROPERTIES WITH PACE ASSESSMENTS

New guidance intended to stimulate access to clean energy financing

WASHINGTON - In order to enable homeowners seeking clean energy technologies in their homes to leverage a range of financing options, the Federal Housing Administration (FHA) today announced guidance that makes clear the circumstances under which it will insure mortgages on properties that include Property Assessed Clean Energy (PACE) assessments. FHA will now approve purchase and refinance mortgage applications in states that treat PACE obligations as special assessments similar to property taxes. **Read more about FHA's new guidance.**

FHA's action is part of a larger Administration effort to expand access to clean energy technologies to every American family with the option to transition to solar energy and make improvements to their homes to cut their energy bills. **Read more.**

PACE is showing promise as an effective way to finance energy efficiency, renewable energy, water conservation, and other resilience upgrades to homes, including new heating and cooling systems, lighting improvements, solar panels, water pumps, and insulation. PACE pays the costs for such enhancements and is repaid through an assessment added to the property's tax bill. State and local governments sponsor PACE financing to encourage energy efficiency, solar energy deployment, advance resilience, create jobs, promote economic development, and protect the environment.

"Today, we're seizing the opportunity to shape a cleaner and more sustainable nation," said Ed Golding, HUD Principal Deputy Assistant Secretary for Housing. "Using PACE, families will be able to make their homes more energy efficient and sustainable in the long run, while still keeping their costs affordable today. As PACE programs continue to develop across the nation, the positive impact on families, jobs, and the environment will only grow."

FHA's new guidance addresses PACE programs where the PACE obligation is treated like a property tax and does not allow the full obligation to have priority or 'prime' status over the FHA mortgage lien. By law, FHA cannot accept a first lien PACE structure (except for past due amounts as is the case for all tax assessments). In accordance with existing guidance, lenders will be responsible for escrowing PACE payments as they would property taxes. In addition, purchasers of homes with existing PACE obligations will be responsible for any unpaid balance of the obligation.

The guidance protects FHA from risk in a variety of ways. Lenders must escrow payments for PACE assessment so FHA should never be at risk of losing collateral in a tax sale. FHA is also

protected as its appraisal policy requires that appraisals take into account the PACE assessment and the value of the improvements.

The Department of Energy is updating its Best Practices Guidelines for Residential PACE Financing, which may be used by states and counties to align with their consumer protection goals.

To qualify for FHA insurance on mortgages for properties that include PACE assessments, lenders must determine that the following requirements have been met under the laws in the state where the property is located:

- The PACE obligation must be collected (escrowed) and secured by the creditor in the same manner as a special assessment against the property.
- The PACE obligation cannot accelerate - namely, the entire amount of the obligation cannot become due in the event of delinquency after endorsement of the FHA-insured mortgage. The property may be subject to an enforceable claim or lien that is superior to the FHA-insured mortgage but only for the delinquent portion of the PACE obligation.
- There are no terms or conditions that limit the transfer of the property to a new homeowner.
- The existence of a PACE obligation on a property is readily apparent to mortgagees, appraisers, borrowers and other parties to an FHA-insured mortgage transaction, and information on PACE obligations must be readily available for review in the public records where the property is located.
- In the event of the sale, including a foreclosure sale, of the property with outstanding PACE financing, the PACE assessment remains with the property. In cases of foreclosure, priority collection of delinquent payments for the PACE assessment may be waived or relinquished. Unless a payoff is negotiated, the buyer will assume the obligation and will be responsible for the payments on the outstanding PACE amount.



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-8000

ASSISTANT SECRETARY FOR HOUSING-
FEDERAL HOUSING COMMISSIONER

July 19, 2016

Mortgagee Letter 2016-11

To

- All FHA Approved Mortgagees
- All Direct Endorsement Underwriters
- All FHA Roster Appraisers
- All FHA Roster Inspectors
- All FHA Approved 203(k) Consultants
- All HUD Approved Housing Counselors
- All HUD Approved Nonprofit Organizations
- All Governmental Entity Participants
- All Real Estate Brokers
- All Closing Agents

Subject Property Assessed Clean Energy (PACE)

Purpose This transmits updates to the following sections of HUD Handbook 4000.1, *Single Family Policy Handbook*:

- Section II.A.1.a.i(E)(1)(a)(iii), Sales Contract and Supporting Documentation
- Section II.A.1.a.iii(B)(6)(e), Additional Requirements When Ordering an Appraisal
- Section II.A.1.b.iv(A)(6), Property Assessed Clean Energy (PACE)
- Section II.A.4.a.iii(A)(1), Automated Underwriting System Data Entry Requirements
- Section II.A.4.d.iii(G)(2), Interested Party Contributions (TOTAL)
- Section II.A.5.c.iii(G)(2), Interested Party Contributions (Manual)
- Section II.A.5.d.vii(B), Calculating Total Mortgage Payment
- Section II.A.6.a.viii(A), Monthly Escrow Obligation
- Section IID.12.d.iv, Property Assessed Clean Energy (PACE)

Mortgagee Letter 2016-11, Continued

Effective Date These Handbook sections are effective for all case numbers assigned on or after 60 days from publication of this Mortgagee Letter; however, Mortgagees may begin using the policy immediately.

4000.1 FHA Single Family Housing Policy Handbook The attached updates to HUD's Single Family Housing Policy Handbook 4000.1 will be incorporated in a future publication of the Handbook.

Background FHA supports the goals of clean energy, energy efficiency, and resilience. Property Assessed Clean Energy (PACE) programs may provide an alternative means of financing energy and other PACE-allowed improvements to residential properties using financing provided by private enterprises in conjunction with state and local governments.

The terms and conditions of the PACE obligation may vary by state, local government, and PACE program. PACE programs also determine the scope of allowable improvements made under their respective PACE programs. Generally, the repayment of the PACE obligation is collected in the same manner as a special assessment is collected by the local government, rather than paid directly by the Borrower to the party providing the PACE financing. Generally, the PACE obligation is also secured in the same manner as a special assessment against the property. In the event of the sale, including a foreclosure sale, of the property with outstanding PACE financing, the obligation will continue with the property causing the new homeowner to be responsible for the payments on the outstanding PACE amount. In cases of foreclosure, priority collection of delinquent payments for the PACE assessment may be waived or relinquished.

The Department of Energy is updating its Best Practices Guidelines for Residential PACE Financing, which may be used by states and counties to align with their consumer protection goals.

FHA regulations at 24 CFR §203.32(a) require, in part, that with certain exceptions, at the time the mortgage is offered for insurance, the property must be free and clear of any liens other than the FHA-insured mortgage. In addition, FHA regulations at 24 CFR §203.41(c)(2) require that any restrictions on conveyance automatically terminate if title to the mortgaged property is transferred by foreclosure or deed-in-lieu of foreclosure, or if the FHA-insured mortgage is assigned to the Secretary.

Continued on next page

Mortgagee Letter 2016-11, Continued

Attached to this ML are additions and revisions to the Handbook 4000.1. The following is a summary of Title II Forward Mortgage policy changes, which is provided for informational purposes only.

Outstanding PACE Obligations

Properties which will remain encumbered with a PACE obligation may be eligible for FHA-insured mortgage financing, provided that the mortgagee determines that the following requirements have been met:

- under the laws of the state where the property is located, the PACE obligation is collected and secured by the creditor in the same manner as a special assessment against the property;
- the property may only become subject to an enforceable claim (i.e., a lien) that is superior to the FHA-insured mortgage for delinquent regularly scheduled PACE special assessment payments. The property shall not be subject to an enforceable claim (i.e., lien) superior to the FHA-insured mortgage for the full outstanding PACE obligation at any time (i.e., through acceleration of the full obligation.) However, a notice of lien for the full PACE obligation may be recorded in the land records;
- there are no terms or conditions that limit the transfer of the property to a new homeowner. Legal restrictions on conveyance arising from a PACE obligation that could require the consent of a third party before the owner can convey the real property are prohibited, unless such provisions may be terminated at the option of, and with no cost to, the homeowner;
- the existence of a PACE obligation on a property is readily apparent to mortgagees, appraisers, borrowers and other parties to an FHA-insured mortgage transaction in the public records and must show the obligation amount, the expiration date and cause of the expiration of the assessment, and in no case may default accelerate the expiration date; and
- in the event of the sale, including a foreclosure sale, of the property with outstanding PACE financing, the obligation will continue with the property causing the new homeowner to be responsible for the payments on the outstanding PACE amount.

Disclosure of PACE Obligation, Terms and Conditions upon Sale

For properties with existing PACE obligations, the property sales contract must indicate whether the obligation will remain with the property or be satisfied by the seller at, or prior to closing. Where the obligation will

Continued on next page

Mortgagee Letter 2016-11, Continued

(continued) remain, all terms and conditions of the PACE obligation must be fully disclosed to the borrower and made part of the sales contract between the seller and the borrower.

Appraisal Requirements

Where energy and other PACE-allowed improvements have been made to the property through a PACE program, and the PACE obligation will remain outstanding, the appraiser must analyze and report the impact on the value of the property, whether positive or negative, of the PACE -related improvements and any additional obligation (i.e., the PACE special assessment).

Home Equity Conversion Mortgages And Title I Loans

These policies are not applicable to Home Equity Conversion Mortgages (HECM) or Title I Loans. Properties with PACE obligations are not eligible for an FHA-insured HECM or Title I Loan.

Information Collection

The information collection requirements contained in this document have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2502-0059 and OMB Control number 2502-0538. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

Questions

Please address any questions about the topics addressed in this Mortgagee Letter to the FHA Resource Center at (800) 225-5342. Persons with hearing or speech impairments may reach this number via TTY by calling the Federal Relay Service at (800) 877-8339. For additional information on this Mortgagee Letter, please visit www.hud.gov/answers.

Signature

Edward L. Golding
Principal Deputy Assistant Secretary for Housing

Attachments

[1](#), [2](#), [3](#), [4](#), [5](#), [6](#), [7](#), [8](#), [9](#), [10](#)

(Download [zip file](#))

Property Assessed Clean Energy (PACE) Loan Processing

1. Purpose. The purpose of this Circular is to address origination and loan processing requirements for Department of Veterans Affairs (VA) guaranteed loans when a property is subject to PACE obligations.

2. Background. VA supports the overall goal of clean energy. PACE programs may provide an alternative means of financing clean energy improvements to residential properties using financing provided by private enterprises in conjunction with state and local governments.

a. Generally, the repayment of the PACE obligation is collected and secured in the same manner as a special assessment is collected by the local government, rather than paid directly by the borrower to the party providing the PACE financing. In the event of the sale of the property with outstanding PACE financing, the obligation may continue with the property, and the new homeowner will be responsible for the payments on the outstanding PACE amount. The terms and conditions of the PACE obligation may vary by state, local government, and PACE program.

b. Pursuant to 38 U.S.C. § 3703(d)(3)(A), a VA-guaranteed loan must be secured by a first lien on the realty. Lenders are responsible for properly securing the first-lien position of a VA-guaranteed loan.

3. Policy. Properties that are or will remain encumbered with a PACE obligation may be eligible for VA-guaranteed financing provided that the lender satisfies the requirements in Section 4 of this Circular.

4. Action. Properties that are or will remain encumbered with a PACE obligation may be eligible for VA-guaranteed financing provided that the lender determines that the following requirements are met:

a. Under the laws of the state where the property is located, the PACE obligation must be collected and secured by the creditor in the same manner as a special assessment against the property.

b. The property may be subject to the full PACE obligation; however, the property shall not be subject to an enforceable claim (i.e., a lien) superior to the VA-guaranteed loan for the full outstanding PACE obligation at any time.

c. The property may, however, be subject to an enforceable claim (i.e., a lien) that is superior to the VA-guaranteed loan for delinquent regularly scheduled PACE special assessments. (Note: If VA acquires ownership of a property that is subject to a PACE obligation, or if VA is assigned a VA-guaranteed loan that is secured by such a property, nothing in this policy should be construed as a waiver or release of VA's federal property rights or legal claims related to such property rights.)

July 6, 2016

d. The PACE obligation must not include terms or conditions that limit the transfer of the property to a new homeowner. Legal restrictions on conveyance arising from a PACE obligation that could require the consent of a third party before the owner can convey the real property are prohibited, unless such provisions may be terminated at the option of, and with no cost to, the owner.

e. The existence of a PACE obligation on a property is readily apparent to mortgagees, appraisers, borrowers, and other parties to a VA-guaranteed loan transaction; information on PACE obligations must be readily available for review in the public records where the property is located.

f. At the time of purchase, the sales contract must indicate whether the PACE obligation will remain with the property or be satisfied by the seller at, or prior to closing. Where the PACE obligation will remain, all terms and conditions of the PACE obligation must be fully disclosed to the borrower and made part of the sales contract between the seller and the borrower.

g. Where energy improvements have been made to the property through a PACE program, and the PACE obligation will remain outstanding, the appraiser must analyze and report the impact on the value of the property, whether positive or negative, of the energy-related improvements and any additional obligation (i.e., increased tax payments).

h. If the lender requires a borrower to escrow funds to ensure the PACE obligation is paid timely, the lender must open and manage the escrow accounts in a manner consistent with federal, state, and local law.

5. Questions. Inquiries in this regard may be directed to Gerald Kifer via e-mail at: colenders@vba.va.gov.

6. Rescission: This Circular is rescinded July 1, 2018.

By Direction of the Under Secretary for Benefits

Michael J. Frueh
Director, Loan Guaranty Service

Distribution: CO: RPC 2022
SS (26A1) FLD: VBAFS, 1 each (Reproduce and distribute based on RPC 2022)

ORDINANCE NO. _____

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

WHEREAS, the City desires to take advantage of the Saint Charles County Transportation Sales Tax funds in financing the improvements to Hanley Road; and

WHEREAS, in order to utilize the Saint Charles County funding, the City must enter into a Contract with the County of Saint Charles; and

WHEREAS, the Board of Aldermen has determined that it is in the best interest of the residents of the City of Dardenne Prairie to enter into a Contract with the County of Saint Charles;

**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 Contract by and between County of Saint Charles and the City of Dardenne Prairie for use of Saint Charles County Transportation Sales Tax Funds for Improvements to Hanley Road, marked as Exhibit A attached hereto and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri and the County of Saint Charles be and hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto.

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

SECTION 3. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 4. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of November, 2016

Mayor

Attest:

City Clerk

"Exhibit A"

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

ST. CHARLES COUNTY, MISSOURI

By _____

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

By _____

Title _____

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: _____

This Road Project Paid In Part Through Your St. Charles County 1/2 Cent Transportation Sales Tax



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



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

Major Collector

Minor Collector

Local

Unclassified

PROJECT TYPE: Please check one of the following.

Traffic Flow

Safety

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).

Total Number of Crashes Over Last 3 Years

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

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.

Pavement Condition Index

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 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.

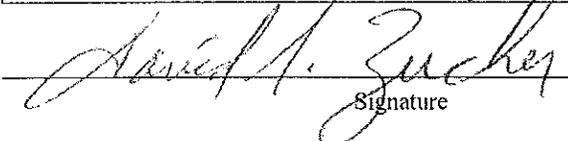
FUNDING FOR IMPROVEMENTS				
	County	City	Other	Total
Design	\$ 62,000	\$ 12,400	\$ 49,600	\$ 124,000
Right-of-Way	\$ 91,000	\$ 18,200	\$ 72,800	\$ 182,000
Utility Relocations	\$ 28,440	\$ 5,688	\$ 22,752	\$ 56,880
Construction	\$ 756,610	\$ 151,322	\$ 605,288	\$ 1,513,220
TOTAL	\$ 938,050	\$ 187,610	\$ 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.


5/31/2016
 Signature Date



EAST-WEST GATEWAY

Council of Governments

Creating Solutions Across Jurisdictional Boundaries

September 8, 2016

- Chair
Ken Waller
County Executive
Jefferson County
- Vice Chair
Alan Dunstan
Chairman, Madison County Board
- 2nd Vice Chair
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County Executive
St. Louis County
- Executive Committee
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- Terry Liefer
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Monroe County
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- Reggie Jones
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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

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: 11/02/2016
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: 10/25/2016

BILL NO. 16-34

ORDINANCE NO. _____

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

WHEREAS, the City desires to construct certain improvements to Hanley Road using Surface Transportation Program (STP) funding; and

WHEREAS, to obtain STP funding for the improvements to Hanley Road the City must execute the STP-Urban Program 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 STP-Urban Program Agreement, marked as **Exhibit A** attached hereto and incorporated by reference herein, by and between the City of Dardenne Prairie, Missouri and the Missouri Highways and Transportation Commission be and hereby are approved and the Mayor is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto.

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

SECTION 3. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of November, 2016

Mayor

Attest:

City Clerk

Exhibit A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/16 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5613(608)
Award Year: (2018)
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Dardenne Prairie, St. Charles County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5613(608) involves:

Reconstruction and pavement widening, curb and gutter, 5' sidewalks on both sides, curb ramps, pedestrian signals, striping and drainage items.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5613(608) by the Commission is within the city limits of Dardenne Prairie, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Along Hanley Road from Feise Road north for approximately 2,300 feet.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of

the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$750,440. The calculated federal share for seeking federal reimbursement of

participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5613(608) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which

involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
2032 Hanley Road
Dardenne Prairie, MO 63135
Facsimile No.:636-625-0077

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No.:573-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on

behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

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 Commission this ___ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF DARDENNE PRAIRIE

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

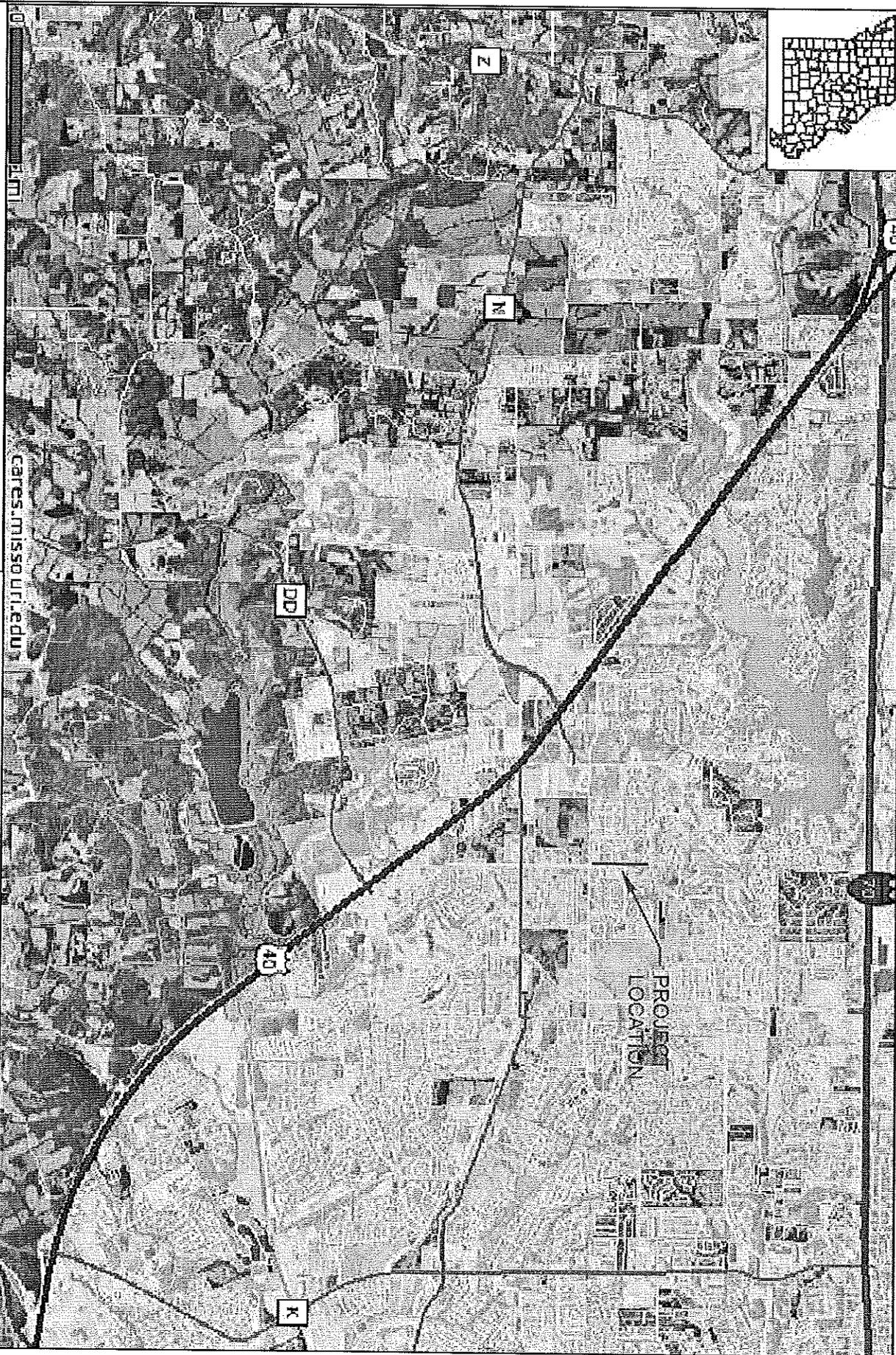
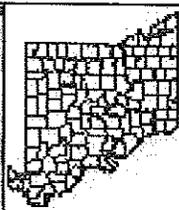
Approved as to Form:

Commission Counsel

By _____
Title _____

[If needed to authorize a city official
to execute the agreement.]

Ordinance No: _____



KEEC

KEHOE ENGINEERING COMPANY INC.

2920 Sandtrap Drive

Dardenne Prairie, MO 63368

636.978.6008 tel. 636.898.0923 fax.

www.kehoeengineering.com

EXHIBIT 1 - PROJECT LOCATION MAP

REGIONAL AREA

03/02/2016

Exhibit B – Project Schedule

Project Description: Hanley Road Reconstruction, STP-5613(608)

Task	Date
Date funding is made available or allocated to recipient	9/2017
Engineering Services Contract Approved	8/2017
Preliminary and Right-of-Way Plans Submittal (if Applicable)	4/2018
Plans, Specifications & Estimate (PS&E) Submittal	10/2019
Plans, Specifications & Estimate (PS&E) Approval	10/2019
Advertisement for Letting	11/2019
Bid Opening	12/2020
Construction Contract Award (REQUIRED)	6/2020

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (VH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more -- as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

October 26, 2016

Mayor David Zucker
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63050

RE: Dardenne Prairie
Hanley Road Improvements
Federal Project No. STP-5613(608)
TIP# 6720-18
Draft Program Agreement and Programming Comments

Dear Mayor Zucker:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of STP-5613(608). Please use this number on all future project correspondence. **In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval.** This project will be administered per the direction given in the Local Public Agency (LPA) Manual. The LPA Manual can be viewed at MoDOT's website.

Federal Aid Program Agreement

Enclosed for your review is a draft copy of the STP program agreement for the above noted project. This agreement must be fully executed by the City and by the Missouri Highways and Transportation Commission (MHTC) before obligation of federal funds and authorization of reimbursable work. Federal Form 1273, 'Required Contract Provisions for Federal Aid Construction Contracts' (which outlines the requirements of the Federal-Aid process) is attached to the draft program agreement. If this program agreement is acceptable to the City, then please return a minimum of three executed copies of the agreement to this office, one with original signature. You may send more than three copies if your agency prefers more than one fully executed copy. Each copy of the program agreement must include a copy of the location map labeled "Exhibit A", the project schedule labeled "Exhibit B" and a copy of Form 1273. Also submit a copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreements. MoDOT will forward the agreements to the MHTC for execution and will return a fully executed program agreement to your office.

Also enclosed is the 1590 Federal Funding Accountability and Transparency Act (FFATA) form that must be filled out and returned to this office. This form is required from Local Agencies for each project receiving fed-aid funds.



Consultant Contracts/Preliminary Engineering/Construction Engineering Costs

Federal funds for Preliminary Engineering (PE) have been programmed in FY 2016.

If the City is seeking federal funds for consultant engineering services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services, see LPA section 136.4 for details. As the City is developing the RFQ, please submit an estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process. This information will be used to determine a DBE goal for the contract, which will need to be included in the RFQ. LPA Figure 136.4.7 is a sample RFQ solicitation form.

When the approved RFQ process is completed, please submit a .pdf copy of the Engineering Services Contract (ESC) using the ESC sample cover letter, LPA Fig. 136.4.9, to this office for review and approval. The standardized contract format in LPA Fig. 136.4.1 is required. A .pdf of the consultant's E-Verify MOU, Affidavit of Compliance, and Consultant Rating Sheets are also required.

If the consultant contract is estimated to be less than \$100,000, the LPA may select a firm from the LPA On-Call Consultant List for consideration without advertisement. For further information regarding using the LPA ON-Call Consultant List, please see section 136.4.2.4.3 of the LPA Manual. Please be aware that MoDOT's Division of External Civil Rights will now make DBE determinations for the PE phase on projects where consultants are selected from the ON-Call list. An estimate of cost for the consultant contract and a list of anticipated activities that will take place during the design process will now need to be submitted in order to establish DBE participation on the PE phase of the project.

Federal funds for Preliminary Engineering have not been programmed for this project. Design work may begin at any time since this work is not reimbursable.

If the City is seeking federal funds for consultant Construction Engineering services/Inspection then the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services. The QBS process must include a public announcement, advertisement or other acceptable method that assures qualified in-state and out-of-state consultants are given a fair opportunity for consideration, which allows for a minimum two-week response time. The City must use the MoDOT Consultant Resources website to post the public announcement or advertisement (Figure 136.4.7, sample solicitation form) for the two week period. The solicitation form/RFQ should be sent electronically to this office for review and placement on the MoDOT website.

The City's project files must contain documentation on when the sponsor's review team met to evaluate the prospective consultants. The project sponsor must also have an attendance sheet with the date they met. A copy of the advertisement must be placed in the sponsor project file. All of this information must be submitted to MoDOT for filing along with the consultant contract submittal.

If the City plans on using City forces to perform reimbursable design work then a cover letter must be submitted that shows an estimate of cost for the design work, including classification of workers, estimated hours, rate per hour, and total amount. Once the estimated funds have been approved and obligated by FHWA, then MoDOT will provide the County with approval to begin reimbursable City force design work.

Design Criteria

The City's engineer of record for this project will be considered responsible for determining the appropriate design parameters chosen, see LPA 136.7.2.7. If any improvements are to occur on MoDOT right of way, the project design criteria that will be used will need to be approved by

MoDOT.

Environmental Requirements

The City must submit the LPA Request for Environmental Review (RER) to MoDOT's Environmental Division. The RER initiates MoDOT environmental and historic preservation staff's review of the project to determine the appropriate NEPA classification. The RER form is located in section 136.6.2 of the LPA Manual.

Utilities, Public Meetings, Preliminary Plan Submittal

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Utility company comments may affect preliminary plan development. As stated in the LPA manual, public hearings are required for certain projects. If a public hearing is required for this project, please provide this office with a copy of the advertisement for the public hearing that is to be published.

ADA requirements

The Americans with Disabilities Act (ADA) requires that all facilities must be designed to current accessibility standards. When final plans for this project are submitted to MoDOT for review, the plans will need to include enough detail to show that sidewalks, curb cuts, detectable warning panels, etc., meet ADA requirements.

Once preliminary plans are complete, please submit an electronic copy of the plans via CD for review/approval.

If you have any questions please contact me at Thomas.McCloskey@modot.mo.gov or (314) 453-1831.

Sincerely,



Tom McCloskey
District Design Liaison
MoDOT

Copy: Melissa Theiss – East West Gateway

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

October 26, 2016

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City of Dardenne Prairie
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Sincerely,



Tom McCloskey
District Design Liaison
MoDOT

Copy: Melissa Theiss – East West Gateway

Form 1590 Sub Recipient (Project Sponsor) Information

Federal Funding Accountability and Transparency Act 2006 (FFATA)

This section to be complete by district liaison.

MoDOT District: SL

Project Federal ID Number:

Project Dollar Amount (Federal only):

Sub-Recipient (Project Sponsor) Information

Name and Address

Name:

Address:

City:

State:

Zip:

Project Sponsor DUNS Number:

Date of Central Contractor Registry (CCR) registration:

Project Sponsor Annual Gross Revenues Exceed
80% or more in Federal Awards

Yes

No

Sub-Recipients Annual Gross Revenues Equal or
Exceed \$25,000,000

Yes

No

If either of the above questions are answered NO then project sponsor is exempt from the providing the officer compensation information in the next section.

Project sponsor Highly Compensated Officer	Officer Name	Officer Compensation

Return form with program agreement OR mail, email or fax form to one of the following:

Missouri Department of Transportation
Financial Services Division
105 West Capitol Avenue PO Box 270
Jefferson City, MO 65102-0270

Fax Number: 1-573-522-1441
Email: Obligate@modot.mo.gov

PREPARED BY:

DATE:

Name and Title:

Phone number:

Email: