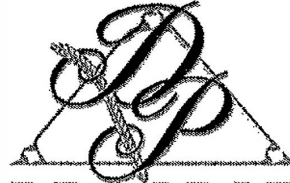


DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
SEPTEMBER 17, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Salary Study Presentation by Evergreen Solutions LLC
2. Website Redesign (Maresca & Pratt)
3. Bates Road Project (Davidson)
4. Motorized Play Vehicles (Young)
5. Review of 09-17-25 Board of Aldermen agenda

STAFF COMMUNICATIONS

1. City Attorney
2. City Engineer
3. City Administrator
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)
Bid Specs (11)
Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: Sept. 17, 2025

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract (X) Ordinance (X) Other ()

Request for Board Action
By: Staff

Ward All

• **Description: Website Redesign**

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

Summary/Explanation: In 2021, the city invested around \$20,000 when we first contracted with Revize for a new website. In 2024, at time of renewal, there was concern that Revize did not have the website applications and tools we wanted. Therefore, we renewed for only one year. Staff have reviewed the website redesign options available with Revize and have determined that we can do a comprehensive web design update and add the additional functionality we want for our citizens for the migration cost of \$3,300. We can add the additional functionality for an additional \$ 5,800 per year.

By renewing with Revize for 4 years, Revize provides a free website redesign ensuring our website remains modern, functional, and compliant with accessibility standards. While the redesign itself is included at no cost, the content migration service is a separate, one-time expense. This includes the transfer of existing web pages and documents, along with quality checks for formatting and style corrections. The quoted cost for this work is \$3,300.

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

\$30,000 was budgeted in the FY25 Budget for a new website. This accounted for selecting a new host and the costs of building a new website from scratch. Recent cost estimates indicate this cost is much higher and ranges between \$50,000 and \$80,000.

Revize is holding their pricing for another 4 years for Hosting, Maintenance and Support of the website at \$4,400 per year. To move forward with the website update, the City must also approve the renewal of a 4-year contract, which includes:

- Annual Hosting, Maintenance, and Support (including CMS updates and SSL security)
- WCAG Compliance Scans and Remediation Services (twice annually)

- AI Chatbot functionality for resident engagement and support

I am requesting the Board:

- Approve the \$3,300 one-time content migration fee.
- Approve entering a new 4-year contract with Revize Software Systems for continued hosting, support, compliance services, and chatbot features -- Payment schedule attached.

RBA requested by: Rose Maresca

CA: *Calvin Pratt*

ITEMS FOR WORK SESSION DISCUSSION

Item 3. Bates Road Project



Recognizing early on that the area would develop, the City has worked diligently to ensure that developments provided green space and amenities to this end. A comprehensive trail network through the City is a desirable adjunct to such a concept.

Surrounding communities and St. Charles County have recognized the value of trails as well. The Dardenne Prairie Trail system attempts to link the systems planned by other agencies with these in existence within development at this time. Evolution of the system may be slow due to funding constraints. The primary means for funding the system will be to request that developers construct portions of the system as part of their improvements. To expedite system implementation, grants for Transportation Enhancement Fund Program Projects should also be sought.

There are a number of potential projects for which the City could assume responsibility. The most important projects will require a cooperative effort with the County and/or the City of O'Fallon. In an effort to conserve financial resources of the City, responsibility for projects should be relinquished to other entities whenever possible. Further, whenever development occurs adjacent to a planned trail route, the developer should be required to include that portion of the trail system in the development.

Timing of project construction and prioritization of projects will be dependent on the timing of trail construction by other agencies. As trails in adjacent areas are constructed, links through Dardenne Prairie will be needed. In any case, whenever development occurs, the developer should provide trails which link to planned, future trails regardless of the timing for those future trails.

Section 2 of the Parks and Recreation Master Plan included a review of existing and proposed trails in Dardenne Prairie and surrounding communities. The review was based on existing available studies to determine potential for park connections and links to adjacent recreation facilities. Since it represents a summary and update of the data provided in the 2014 Comprehensive Plan, the text of this section regarding the existing facilities is provided below.⁴

Dardenne Prairie has an existing loop of bike lanes surrounding the lower portion of the municipality. The bike lanes run along Technology Drive parallel to I-64 from Highway K to WingHaven Blvd. The bike route turns east and becomes a "Share the Road" bike route along WingHaven Blvd. to S. Outer Road and continues along S. Outer Road 364 to Bates Road. At Bates Road, the route returns to separated bike lanes along S. Outer Road 364 east to

⁴ *Parks and Recreation Master Plan*, pages 35 through 41, Planning Design Studios in association with Ballard*King, January 2019.

Highway K. The bike route turns south along Highway K to complete the loop at Technology Drive. There are also existing bike lanes along Twin Chimneys Blvd., which start at S. Outer Road 364 and end at Lee Ridge Drive, just short of forming a loop with S. Outer Road 364.

In addition, two existing multi-use paths intersect with Dardenne Prairie. The Feise Road path runs along the north side of Feise Road from just east of Brook Hollow Drive east to Highway K. The Bryan Road multi-use path runs along the east side of Bryan Road from Feise Road north to Veteran's Memorial Parkway. (See Figure 6 on Page 36 of the Parks and Recreation Master Plan).

Great Rivers Greenway (GRG) has a River Ring Master plan that identifies greenways throughout St. Charles County, St. Louis County and the city of St. Louis. In Dardenne Prairie, GRG has identified an interest in extending the trail that runs through Barathaven and Bluebird Meadow Parks towards O'Fallon but no timetable has been established.

The River Ring Plan shows the Dardenne Greenway extending west and south through the August A. Busch conservation area to connect with the Busch Greenway. The eastward expansion will connect with existing portions of the greenway at St. Charles Community College, and will eventually extend through Dardenne Park in St. Peters, and follow Dardenne Creek north to the St. Louis Youth Soccer Association (SLYSA) soccer complex.

The St. Louis Region Gateway Bicycle Plan (GBP), St. Charles County and the City of O'Fallon have proposed trail connections that intersect with Dardenne Prairie, shown in Figure 7 (See page . The GBP has proposed extensions to the Dardenne Prairie bicycle network along:

- *Phoenix Parkway from Technology Drive east and north to WingHaven Blvd .*
- *Red Hawk Parkway/McClure Road from Phoenix Parkway east to S. Outer Road 364*
- *Henning Road from Bates Road 364 south to Weldon Springs Road*
- *Highway K from S. Outer Road 364 north to Mexico Road*
- *Technology Drive from Merz Farm Lane north to Veteran's Memorial Parkway*
- *Technology Drive from the existing bike lanes to Post Road*

The GBP has proposed further extensions of the bike network around Dardenne Prairie with "Share the Road" bike markings. The markings include signs and road striping to alert drivers that their lane is to be shared with bicycles. The proposed "Share the Road" routes are along:



- *Post Road (which becomes Hanley Road) from Technology Dr. north to Pleasant Meadow Dr.*
- *Stump Road from Highway N north to Feise Road*
- *Highway N from Technology Road west to Highway N NE*

The GBP also has plans for widened outside lanes and paved shoulders to accommodate bicycles on roads without a designated bicycle lane. These improvements are planned along:

- *WingHaven Road from Technology Drive west to Sommers Road*
- *Technology Drive from Post Road north to Merz Farm Lane*
- *Feise Road from Technology Drive to the start of a multi-use path near Brook Hollow Drive*
- *Highway N from Technology Drive east to WingHaven Road and from Sump Road east to Weiss Road*
- *Weldon Springs Road from Technology Drive heading east, and turning south on Weldon Springs Road to reconnect with Technology Drive*

Finally, the GBP proposes to extend the Bryan Road multi-use path south so that it connects with the bike lanes along WingHaven Blvd.

The City of O'Fallon has proposed a city greenway connecting to GRG's Dardenne Greenway in Bluebird Meadow running north along the Dardenne Prairie/O'Fallon municipal boundary, crossing through Dardenne Prairie near the Waterford Crossing and McGregor Circle neighborhoods, to terminate at the bike lanes along Twin Chimneys Blvd. O'Fallon has proposed a second greenway running west from the Dardenne Greenway in Barathaven Park and turning north to end near O'Fallon's O'Day Park.

The Dardenne Prairie Parks and Recreation Master Plan recommends prioritizing a trail connection between City Hall and the GRG Dardenne Greenway In Barathaven Park, and the extension of the Dardenne Greenway east of Bluebird Meadow to connect with O'Fallon Sports Park and the existing stretch of greenway leading to St. Charles Community College. Second priorities would be creating a connection from City Hall to the Youth Activity Park and completing the bike lane loop on Twin Chimneys Blvd.

The City Hall to Dardenne Greenway connection could take several alternate routes. The preferred route starts at City Hall on Hanley Road and travels south as Hanley changes to Post Road. The route turns south on Technology Drive, following the existing bike lane towards Barathaven Park. Technology Drive currently runs adjacent to but does not intersect with Barathaven Park. A new connection between the road and the park needs to be

designed, including finding a solution to the significant change in grade between the Technology Drive and the Dardenne Greenway.

The second route option begins at City Hall and travels south along Hanley Road to Highway N. Here it turns east to meet with the existing "Share the Road" route along WingHaven Blvd. It turns south at Bates Road, and follows Bates Road as it turns east at Redhawk Pkwy. The route then turns south onto Henning Road, which leads into Barathaven Park. A new connection is needed between Henning Road and the Dardenne Greenway, as the greenway currently passes underneath a Henning Road overpass. (See Figure 8 on Page 39 of the Parks and Recreation Master Plan).

As noted previously in the Plan, **Figure 7** in the Appendix provides a map of the existing park and recreation facilities and trails.

Existing Trail and Bicycle Facilities Plans of Other Entities

Several subdivisions/developments have trail plans. Private residential subdivision trails in the City of Dardenne Prairie include the McCluer Village, Westfield Woods and Aberdeen subdivisions. The WingHaven and Twin Chimneys subdivisions in the City of O’Fallon have trails and on-street bicycle facilities.

The City of O’Fallon Multi-use Trail System provides for numerous projects in the Dardenne Prairie area. A trail is planned along Highway K, which will extend from Highway 79 over Interstate 70 to Interstate 64/U.S. Highway 40/61. A trail is planned along Interstate 64/U.S. Highway 40/61, which will link to the County’s Motherhead Road Trail via O’Fallon’s Highway 94 Trail. It will extend up Interstate 64/U.S. Highway 40/61 to the proposed Henke Road Trail and continue past Interstate 70. A trail is planned along Highway N from Interstate 64/U.S. Highway 40/61 past Highway K to a proposed Creek Trail. There is a plan to connect the existing trails along Dardenne Creek to the existing trail along Highway K to the east and to Interstate 64/U.S. Highway 40/61 to the west.

The trail networks within developments provide some assistance in linking the previously mentioned arterial trails. The network in Campbell Village is located within dedicated residential street rights-of-way and is available for public use. It makes a connection to both McCluer Road and Henning Road. However, it does not provide a trail or sidewalk alongside of either of these roads. The Aberdeen subdivision trail runs alongside of McCluer Road eastward from Bates Road to a point approximately 1,000 feet south of Highway N. The trail is located on a public access easement. This trail provides a cross-road connection into Campbell Village. Further

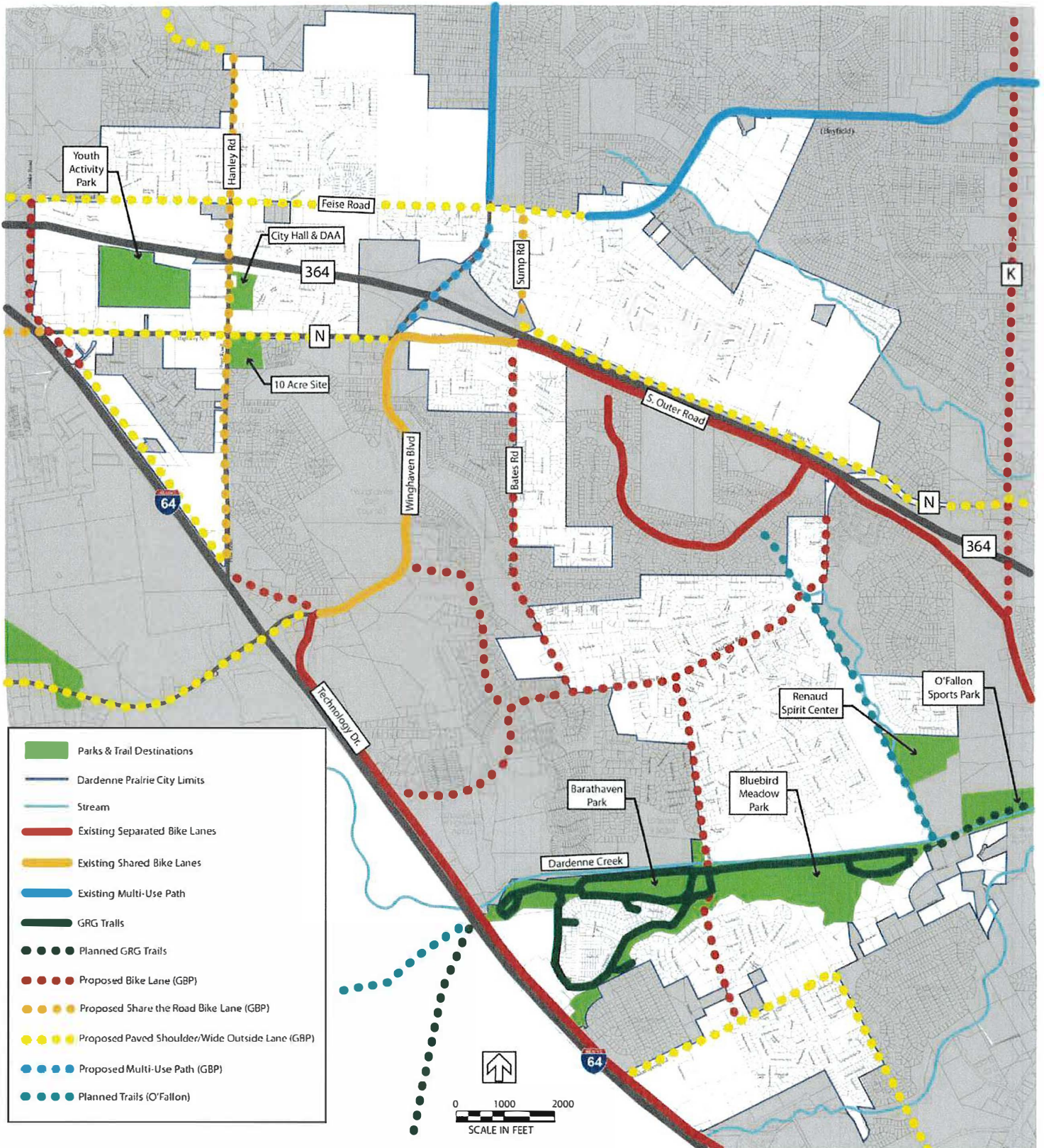


Figure 7: Municipal and Agency Proposed / Planned Bike and Hiking Routes

Section 300.010 **Definitions.**

[Ord. No. 754 §1(300.020), 5-20-2004; Ord. No. 899 §1, 6-22-2005; Ord. No. 1163 §2, 6-20-2007]

The following words and phrases, when used in this Title, mean:

BICYCLE

Every ~~vehicle-~~, having two (2) tandem wheels, propelled solely by human power with fully operable pedals, a saddle or seat for the rider, and upon which any person may ride, ~~having two (2) tandem wheels,~~ except scooters and similar devices.

...

ELECTRIC BICYCLE

A bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

(a) "Class 1 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;

(b) "Class 2 electric bicycle", an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or

(c) "Class 3 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour;

...

MOTORCYCLE

Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding an electric bicycle and a farm tractor.

MOTORIZED BICYCLE

Any two-wheeled or three-wheeled device, except motorized scooters, having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle. ~~Any two-wheeled or three-wheeled device, except motorized scooters, having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling~~

~~the device at a maximum speed of not more than thirty (30) miles per hour on level ground.~~

MOTORIZED PLAY VEHICLE

Includes mini-motorcycles, pocket bikes, motorized scooters, go-carts and any other vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour, that is self-propelled by a motor or engine and is not otherwise defined by Missouri Statutes or the City of Dardenne Prairie Code as a motor vehicle, motorcycle, bicycle, electric bicycle or motorized bicycle. ~~Includes mini-motorcycles, pocket bikes, motorized scooters, go-carts and any other vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour, that is self-propelled by a gas powered motor or engine and is not otherwise defined by Missouri Statutes or the City of Dardenne Prairie Code as a motor vehicle, motorcycle, bicycle or motorized bicycle.~~

POCKET BIKE

A self-propelled vehicle that is equipped with either (i) an internal combustion engine having a piston displacement of less than fifty (50) cubic centimeters, or (ii) an electric motor with output less than 2.48 kilowatts (kW)(2,480 Watts (W)), and is designed to propel itself with not more than two (2) wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway and is ineligible for a certificate of ownership under Section 301.190, RSMo. ~~A self-propelled vehicle that is equipped with an internal combustion engine having a piston displacement of less than fifty (50) cubic centimeters, is designed to propel itself with not more than two (2) wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway and is ineligible for a certificate of ownership under Section 301.190, RSMo.~~

VEHICLE

Any mechanical device on wheels designed primarily for use or used on highways, except motorized bicycles, electric bicycles, motorized play vehicles, motorized scooters, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, or motorized wheelchairs operated by handicapped persons.

Section 310.040 Use of Skateboards and Similar Devices Restricted.

[Ord. No. 754 §1(310.040), 5-20-2004; Ord. No. 899 §2, 6-22-2005]

A. No person upon roller skates or riding in or by means of any coaster, toy vehicle, skateboard or similar device shall go upon any roadway except while crossing a street on a crosswalk and when so crossing such person shall be granted all of the rights and shall be subject to all of the duties applicable to pedestrians.

B. The Police Department is authorized to erect signs on any sidewalk or roadway prohibiting the riding of bicycles, coasters, roller skates, skateboards and similar devices thereon by any person and when such signs are in place, no person shall disobey the same.

[Ord. No. 2013, 3-4-2020]

C. Whenever any person is riding a bicycle, coaster, roller skates, skateboard or similar device upon a sidewalk, such person shall yield the right-of-way to any pedestrian.

D. Except as otherwise expressly permitted by this Code, no person shall ride or operate a motorized bicycle, class two electric bicycle, class three electric bicycle or motorized play vehicle upon any sidewalk or within any City park. ~~No person shall ride or operate a motorized vehicle on any sidewalk or anywhere within a City park.~~

E. No person shall ride on or operate a motorized play vehicle upon any street, highway, roadway or sidewalk within the City or within the boundaries of any City Park; provided however, this provision shall not apply to a show, exhibition, demonstration or other activity which is part of a special event being sponsored on park premises. It is an infraction for any person to do any act forbidden by this Subsection and upon a finding or pleading of guilt to any violation of this Subsection shall be punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00). Any parent(s), legal guardian(s) or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the restrictions of this Subsection is guilty of an infraction punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00). ~~No person shall ride on or operate a gas-powered motorized scooter or motorized play vehicle upon any street, highway, roadway or sidewalk within the City or within the boundaries of any City Park; provided however, this provision shall not apply to a show, exhibition, demonstration or other activity which is part of a special event being sponsored on park premises. It is an infraction for any person to do any act forbidden by this Subsection and upon a finding or pleading of guilt to any violation of this Subsection shall be punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00). Any parent(s), legal guardian(s) or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the restrictions of this Subsection is guilty of an infraction punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00).~~

BILL NO. 25-45

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AMENDING VARIOUS PROVISIONS IN TITLE
III (TRAFFIC CODE) OF THE MUNICIPAL CODE
RELATING TO ENFORCEMENT OF CERTAIN DEVICES
OR VEHICLES**

WHEREAS, pursuant to Section 79.110, RSMo., the Board of Aldermen of the City of Dardenne Prairie, Missouri ("City"), may enact and ordain all ordinances not repugnant to the constitution and laws of the State of Missouri and that they deem expedient for the good government of the City; and

WHEREAS, pursuant to Section 79.410, RSMo., the Board of Aldermen may regulate, prevent and punish the operation or parking of any vehicle over, upon, across or along any sidewalk, street, avenue or alley of the City; and

WHEREAS, pursuant to Section 304.120, RSMo., the Board of Aldermen may, by ordinance, make certain rules of the road or traffic regulations to meet their needs and traffic conditions; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City's health, safety, peace, comfort and general welfare to amend the Traffic Code.

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

SECTION 1. That Section 300.010 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting the definitions for the terms Bicycle, Motorized Bicycle, Motorcycle, Motorized Bicycle, Motorized Play Vehicle, Pocket Bike and Vehicle, enacting, in lieu thereof, new defined terms, alphabetically ordered, to read as follows:

BICYCLE

Every vehicle, having two (2) tandem wheels, propelled solely by human power with fully operable pedals, a saddle or seat for the rider, and upon which any person may ride except scooters and similar devices.

ELECTRIC BICYCLE

A bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

(a) "Class 1 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;

(b) "Class 2 electric bicycle", an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or

(c) "Class 3 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.

MOTORCYCLE

Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding an electric bicycle and a farm tractor.

MOTORIZED BICYCLE

Any two-wheeled or three-wheeled device, except motorized scooters, having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle.

MOTORIZED PLAY VEHICLE

Includes mini-motorcycles, pocket bikes, motorized scooters, go-carts and any other vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour, that is self-propelled by a motor or engine and is not otherwise defined by Missouri Statutes or the City of Dardenne Prairie Code as a motor vehicle, motorcycle, bicycle, electric bicycle or motorized bicycle.

POCKET BIKE

A self-propelled vehicle that is equipped with either (i) an internal combustion engine having a piston displacement of less than fifty (50) cubic centimeters, or (ii) an electric motor with output less than 2.48 kilowatts (kW)(2,480 Watts (W)), and is designed to propel itself with not more than two (2) wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway and is ineligible for a certificate of ownership under Section 301.190, RSMo.

VEHICLE

Any mechanical device on wheels designed primarily for use or used on highways, except motorized bicycles, electric bicycles, motorized play vehicles, motorized scooters, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, or motorized wheelchairs operated by handicapped persons.

SECTION 2. That Section 310.040 of the Municipal Code of the City of Dardenne Prairie,

Missouri, be and is hereby amended by deleting Subsection (D) in its entirety and enacting, in lieu thereof, a new Subsection (D) to read as follows:

Section 310.040 Use of Skateboards and Similar Devices Restricted.

...

- D.** Except as otherwise expressly permitted by this Code, no person shall ride or operate a motorized bicycle, class two electric bicycle, class three electric bicycle or motorized play vehicle upon any sidewalk or within any City park.

SECTION 3. That Section 310.040 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting Subsection (E) in its entirety and enacting, in lieu thereof, a new Subsection (E) to read as follows:

Section 310.040 Use of Skateboards and Similar Devices Restricted.

...

- E.** No person shall ride on or operate a motorized play vehicle upon any street, highway, roadway or sidewalk within the City or within the boundaries of any City Park; provided however, this provision shall not apply to a show, exhibition, demonstration or other activity which is part of a special event being sponsored on park premises. It is an infraction for any person to do any act forbidden by this Subsection and upon a finding or pleading of guilt to any violation of this Subsection shall be punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00). Any parent(s), legal guardian(s) or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the restrictions of this Subsection is guilty of an infraction punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00).

SECTION 4. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read for the first time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Read the second time, passed and approved by the Board of Aldermen this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
MEETING AGENDA
SEPTEMBER 17, 2025
7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Mayor Widaman
Alderman Detweiler
Alderman Gittemeier
Alderman Johnson
Alderman Nay
Alderman Waters
Alderman Wilson

CONSENT AGENDA

1. Expenditures for Approval – 09-17-25
2. Change Order #5 – Stump Road Project – KJ Unnerstall Construction Co. - \$6,417.50
3. Escrow Release – The Prairie Encore - Full Release - \$78,385.30
4. Liquor License – ICD Parish Chicken Dinner – 10-05-25 - Temporary

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

1. STILLWATER GROVE CUP, SITE PLAN & REZONING REQUEST– “R1-A” TO “R1-D, CUP TO ALLOW SINGLE FAMILY ATTACHED DWELLINGS.
2. 2025 Ad Valorem Tax Levy

NEW BUSINESS

1. **Bill #25-41**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL & TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF DARDENNE PRAIRIE FOR THE PERIOD OF JANUARY 1, 2025, TO DECEMBER 31, 2025

2. **Bill #25-42**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE BATES ROAD PHASE 1 PROJECT STBG-5407(622).

3. **Bill #25-43**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A SALES AGREEMENT FOR THE PURCHASE OF CERTAIN WEB SERVICES PROVIDED BY REVIZE SOFTWARE SYSTEMS, LLC

4. **Bill #25-44**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 115.020 AND ARTICLE III OF CHAPTER 115 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING THEM IN THEIR ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 115.020 AND ARTICLE III OF CHAPTER 115; AND PROVIDING FOR THE DESIGNATION OF THE CITY TREASURER

5. **Bill #25-45**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING VARIOUS PROVISIONS IN TITLE III (TRAFFIC CODE) OF THE MUNICIPAL CODE RELATING TO ENFORCEMENT OF CERTAIN DEVICES OR VEHICLES

OLD BUSINESS

1. **Bill #25-40** (Read one time only on 09-03-25)
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY AND STREILER PLANNING, LLC FOR PROFESSIONAL PLANNING SERVICES

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT

EXPENDITURES FOR APPROVAL
9/17/2025

| | | |
|----------------------------------|-----------------------------------|------------------|
| 1 AFLAC | September, 2025 | 287.04 |
| 2 Ameren | City Hall | 2,203.91 |
| 3 Ameren | Traffic Light 2 | 66.12 |
| 4 Ameren | Traffic Light | 13.72 |
| 5 Ameren | Street Lights | 39.42 |
| 6 Ameren | Street Lights | 210.01 |
| 7 Ameren | Concession Stand | 460.62 |
| 8 Ameren | City Park | 260.12 |
| 9 Ameren | Athletic Complex | 341.68 |
| 10 Americom Technology Solutions | IT - September | 2,288.72 |
| 11 CDS Office Technologies | Copiers | 516.99 |
| 12 Charter Communications | Service to 9-8-25 | 227.34 |
| 13 First Bank | Credit Card Charges | 5,906.85 |
| 14 Kone | Quarterly Elevator Maintenance | 577.62 |
| 15 LAGERS | August, 2025 | 9,953.61 |
| 16 MABCA | Amelong: Conference Registration | 275.00 |
| 17 Missouri Municipal League | Ad for City Clerk | 45.00 |
| 18 Missouri Rural Services | Workers Compensation Insurance | 608.00 |
| 19 New Frontier Materials | Pothole Repair Material | 107.97 |
| 20 Pass Security | Monitoring to 12-31-25 | 233.10 |
| 21 Payroll | 09-12-25 Payroll | 38,432.30 |
| 22 Pro Outdoor | Irrigation Repair | 597.85 |
| 23 R & R Sanitation | Porta Potties- August & September | 456.00 |
| 24 Traffic Control | Barricades | 1,417.96 |
| 25 Various Umpires | 9/4 Umpire pay | 616.25 |
| 26 Weis Design Group | September, 2025 | 30,172.34 |
| | | 96,028.50 |

Approved by Board of Aldermen 9/17/25

Mayor Keith Widaman



HR Green, Inc.

Change Order Details

STP-7302(682) - Stump Road Reconstruction and Improvements

| | |
|----------------------------------|---|
| Description | Reconstruction of Stump Road between Route N and Feise Road |
| Prime Contractor | KJ Unnerstall Construction Co. 4923 South Point Road Washington, MO 63090 |
| Change Order | 5 |
| Status | Pending |
| Date Created | 07/15/2025 |
| Type | Unforeseen Conditions |
| Summary | Overrun, New Item |
| Change Order Description | #0490 Preformed Thermoplastic Pavement Marking, 8 IN. White, Crosswalk, Overrun, 304 LF, Plan Quantity is 102.0 LF at Feise Road. Quantity was not included for Whispering Pines and Toussaint Dr. #0650 Erosion Control Blanket was added in Phase 1 along the west and east slopes of Stump Road. |
| Awarded Project Amount | \$1,890,425.00 |
| Authorized Project Amount | \$1,929,848.65 |
| Change Order Amount | \$6,417.50 |
| Revised Project Amount | \$1,936,266.15 |

Increases/Decreases

| Line Number | Item ID | Unit | Unit Price | Current | Change | Reason | | | |
|-------------|---------|------|------------|----------|--------|----------|--------|----------|--------|
| | | | | Quantity | Amount | Quantity | Amount | Quantity | Amount |

Section: 1 - Description

| | | | | | | | | | |
|--|------------|----|----------|---------|------------|---------|------------|---------|------------|
| 0490 | 620-61.08A | LF | \$12.500 | 102.000 | \$1,275.00 | 304.000 | \$3,800.00 | 406.000 | \$5,075.00 |
| PREFORMED THERMOPLASTIC PAVEMENT MARKING, 8 IN., WHITE | | | | | | | | | |

Reason: #0490 Preformed Thermoplastic Pavement Marking, 8 IN. White, Crosswalk, Overrun, 304 LF, Plan Quantity is 102.0 LF at Fiese Road. Quantity was not included for Whispering Fines and Toussaint Dr.

| | | | | | | | | | |
|--------|--|--|--|--------|------------|--|------------|--|------------|
| 1 item | | | | Totals | \$1,275.00 | | \$3,800.00 | | \$5,075.00 |
|--------|--|--|--|--------|------------|--|------------|--|------------|

New Items

| Line Number | Item ID | Unit | Quantity | Unit Price | Description |
|-------------|---------|------|----------|------------|-------------|
|-------------|---------|------|----------|------------|-------------|

Section: 1 - Description

| | | | | | |
|---------------------------------|---------|----|---------|---------|------------|
| 0650 | 8064140 | SY | 698.000 | \$3.750 | \$2,617.50 |
| TYPE 3B EROSION CONTROL BLANKET | | | | | |

Reason: #0650 Erosion Control Blanket, New Item, 698.00 SY, Unit Price 3.75, Erosion Control Blanket was added in Phase 1 on the west and east slopes of Stump Road.

| | | | | | |
|--------|--|--|--|--|-------------------|
| 1 item | | | | | Total: \$2,617.50 |
|--------|--|--|--|--|-------------------|

Change Order Details:

STP-7302(682) - Stump Road Reconstruction and Improvements

09/02/2025

Page 2 of 3



Digitally signed by Michael
McKernan
Date: 2025.09.03 13:02:00
-05'00'

ACCEPTED - KJ UNNERSTALL CONSTRUCTION COMPANY

DATE

9/4/25

SUBMITTED - HR GREEN, INC.

DATE

APPROVAL RECOMMENDED - CITY OF DARDENNE PRAIRIE

DATE

APPROVAL RECOMMENDED - MODOT

DATE

APPROVED - MODOT

DATE

Change Order Details:

STP-7302(682) - Stump Road Reconstruction and Improvements

09/02/2025

Page 3 of 3

CONTINGENT ITEM PRICE CHECK

Contract ID _____ Job No. STP-7302(682) Change Order No. 5
Route Stump Rd County St. Charles
Item Description Type 3B Erosion Control Blanket
Item Code 8064140 Proposed Price/Unit \$3.75/SY
Line Number #0650 Units to be Constructed 698.0 SY

MoDOT Unit Bid Price Book Comparison:

Year 2024 Statewide Average Price \$2.19/SY Average Quantity 9601.0 SY
District _____ Average Price _____ Average Quantity _____

Comparison With Prices on Other Area Projects:

Route _____ County _____ Job No. _____
Price _____ Quantity _____

Remarks/Other Analysis/Considerations:

TYPE 3B EROSION CONTROL BLANKET

No item available for St. Louis District 2024.
The Statewide price: Low Bid \$1.30 SY, High Bid \$11.25 SY

The price was compared to the statewide average.
Contractor installed a small quantity.
Proposed price appears reasonable based on smaller quantity than state wide average.
Proposed price is accepted.

Responsible Person:

Date:



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

September 11th, 2025

Mayor and Board of Aldermen
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Subject: Full Escrow Release – Site Improvements
Prairie Encore 972260

Mayor and Board of Aldermen:

Per the request of Nathan Wever, staff have inspected the improvements on Thursday August 14th and recommends the full release of the escrow (Deposit Agreement) established via Ordinance #2285 and held as a Construction Deposit for the subject project in the amount of **\$78,385.30** from the original letter of credit amount of \$1,347,904.80. The remaining balance for the Construction Deposit is \$0.00.

If you have any questions, please contact me.

Respectfully,

Matthew Davidson
2025.09.11
14:53:11-05'00'

Matthew W. Davidson, P.E.
City Engineer

cc: Cathy Pratt, City Administrator
Keith Widaman, Mayor
Kim Clark, City Clerk

DARDENNE



City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

City Hall
2032 Hanley Road
Dardenne Prairie, MO 63386
Phone 636.561.1718

EXHIBIT D
TO LETTER OF CREDIT
FORM OF REDUCTION CERTIFICATE

September 11th, 2025


HNB National Bank
222 Georgia Street
Louisiana, MO 63353
Attention: R. Dane Omohundro

LETTER OF CREDIT NUMBER: 1004952
IN ORIGINAL AMOUNT OF: \$1,347,904.80
For The Prairie Encore (the "Site")

Gentlemen,

This certificate authorizes reduction in the amount of \$78,385.30
of the above Letter of Credit. The remaining maximum available credit for this Letter of Credit is
\$0.00.

CITY OF DARDENNE PRAIRIE, MISSOURI

By  Matthew Davidson
2025.09.11 14:52:57-05'00'
City Engineer

DARDENNE

Liquor License Application



Complete all information on the following page. Any falsification or misrepresentation on this application could result in immediate revocation or suspension of your liquor license.

Questions, please call 636-561-1718

PRAIRIE

Name of Business:

Immaculate Conception Church

Location Address:

7701 Town Square Avenue

Dardenne Prairie, Mo. 63368

Mailing Address:

Same

Name of Applicant:

Monsignor Ted L. Wojcicki

Applicant Email Address:

msgtrted.wojcicki@icdparish.org

Address:

7701 Town Square Avenue

Dardenne Prairie

State:

Missouri, 63368

Place of Birth:

St. Louis

Business Phone:

636-561-6611

Home Phone:

636-561-6611

1. Has applicant ever had a liquor license previously? YES NO
If YES give place:
2. Has applicant ever had liquor license revoked? YES NO
If YES give date and place:
3. Has applicant ever been convicted of a violation of any law applicable to the manufacture or sale of intoxicating liquor or non-intoxicating beer? YES NO
If YES give dates, locations, and charges:
4. Has applicant ever been convicted of a Felony Offense? YES NO
If YES give dates, locations and charges:
5. Has applicant ever been convicted of a misdemeanor offence? YES NO
If YES give dates, locations and charges:

\$37.50
Rec # 25-000578

PAID

SEP 12 2025

BY: CH # 10416

Type of liquor license applying for: ICD Parish Chicken Dinner October 5 2025

I/We hereby authorize Sheriff of St. Charles County or his designate to conduct a criminal history check and personal background check for release of any information, in Police and /or court records involving me, to the Mayor and Board of Aldermen to evaluate my application for a Liquor License.

Signature

Date

9/10/25

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, ESTABLISHING THE AD VALOREM TAXES FOR ALL REAL & TANGIBLE PERSONAL PROPERTY WITHIN THE CITY OF DARDENNE PRAIRIE FOR THE PERIOD OF JANUARY 1, 2025, TO DECEMBER 31, 2025

WHEREAS, the City of Dardenne Prairie, Missouri (the "City"), has calculated its General Fund property tax rates in accordance with the Missouri State Auditor's Office instructions; and

WHEREAS, upon proper notice and pursuant to § 67.110, RSMo., a public hearing was held for the proposed rates of taxes and all interested persons were given an opportunity to be heard.

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

SECTION 1. Tax Levy. That there shall be levied and collected in the manner prescribed by law, the following taxes on Real Estate and Personal Property for the year 2025 of 0.0821 Dollars per One Hundred Dollars (\$100.00) of assessed valuation broken down as follows:

| | |
|---------------------------------|-----------------------|
| Real Estate (Residential): | \$ 412,643,300 |
| Real Estate (Commercial): | \$ 29,112,925 |
| Real Estate (Agricultural): | \$ 73,254 |
| Personal Property: | \$ 62,873,251 |
| <u>Railroad & Utilities</u> | |
| State Assessed Real: | \$ 4,116,546 |
| State Assessed Personal: | \$ 483,658 |
| Local Assessed Real: | \$ 0 |
| Local Assessed Personal: | \$ 214,797 |
| Construction in Progress | \$ 298,079 |
| Total: | \$ 509,815,810 |

SECTION 2. Delinquent Payment Policy.

(a) That there shall be collected on all delinquent real estate taxes in addition to the amount of delinquent tax, a penalty of two percent (2%) per month from the time such taxes become delinquent, not to exceed eighteen percent (18%) per year.

(b) That all lands and lots, on which said taxes are delinquent and unpaid, are subject to sale to discharge the lien for the delinquent and unpaid taxes, according to the practice and procedure set out in Chapter 140, RSMo., as amended.

(c) That in any suit brought by the City to recover said delinquent taxes and penalties, a fee in the amount of ten percent (10%) of the taxes due, but in no event less than five dollars, shall be allowed the attorney for the City.

SECTION 3. Tax Rate Ceiling. The Board of Aldermen hereby determines and declares that the City General Fund tax rate ceiling under Sections 137.073.5 and 137.073.6(2), RSMo., as amended, to be \$0.2500 for each One Hundred Dollars (\$100.00) assessed valuation.

SECTION 4. Savings Clause: Except as expressly set forth herein, nothing contained in this Ordinance shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof.

SECTION 5. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

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

Read the first (1st) time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

Read the second (2nd) time and passed this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: _____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE BATES ROAD PHASE 1 PROJECT STBG-5407(622).

WHEREAS, Sections 70.220 and 70.230, RSMo., as amended, authorize municipalities and political subdivisions to contract and cooperate with a duly authorized agency of this state for the planning, development, or construction of any public improvement; and

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), desires to construct certain improvements which involve roadway resurfacing, pedestrian improvements, and bicyclist improvements along Bates Road from the northern intersection of Outer Road 364 to the southeastern intersection of Red Hawk Parkway Road using STBG funding (the "Project"); and

WHEREAS, the total cost of the Project is estimated to be \$1,286,066 (the "Project Cost"); and

WHEREAS, to obtain the federal funds for the Project through the Missouri Highways and Transportation Commission, the City is required to execute a Surface Transportation Block Grant (STBG) Program Agreement (the "Agreement") with the Missouri Highways and Transportation Commission; and

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 Agreement by and between the Missouri Highways and Transportation Commission and the City of Dardenne Prairie, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. That the City Administrator is hereby further authorized and directed, on behalf of and in the name of the City, to agree to do any and all other acts and things and to execute and deliver any and all other documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of

the terms, provisions and conditions of the Agreement. Any and all acts which the City Administrator may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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

SECTION 4. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

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

Read the first (1st) time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest: .

City Clerk

Read the second (2nd) time, passed and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Exhibit A

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 07/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5407(622)
Award Year: 2028
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT

THIS STBG 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 Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STBG 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 STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5407(622) involves:

Resurfacing, add bike lanes, and sidewalk upgrades.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5407(622) 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:

Bates Road from MO 364 S. Outer Road to Red Hawk Parkway.

(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 STBG 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 USC §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: 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.

(9) INSURANCE:

(A) The City is required or 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 the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) 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.

(B) 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.

(10) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STBG 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.

(11) 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 (USDOT) 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.

(12) ACQUISITION OF RIGHT OF WAY: No acquisition of additional right of way is anticipated in connection with Project STBG-5407(622) or contemplated by this Agreement.

(13) 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 \$836,466. 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.

(14) 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.

(15) 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).

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5407(622) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(17) 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 Title 49 Code of Federal Regulations (CFR) Part 26, as amended.

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs 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.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) 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.

(21) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STBG 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.

(22) 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.

(23) AUDIT REQUIREMENTS: If the City expends one million dollars (\$1,000,000) 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 one million dollars (\$1,000,000) 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.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(25) 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.

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(27) 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.

(28) COMMISSION REPRESENTATIVE: The Commission's St. Louis 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.

(29) 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 63368

- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

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.

(30) 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 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §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 USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR 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 CFR §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 USDOT 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 USDOT 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 USDOT 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 (30) 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 USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT 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.

(31) 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.

(32) 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.

(33) 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.

(34) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(35) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF DARDENNE PRAIRIE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

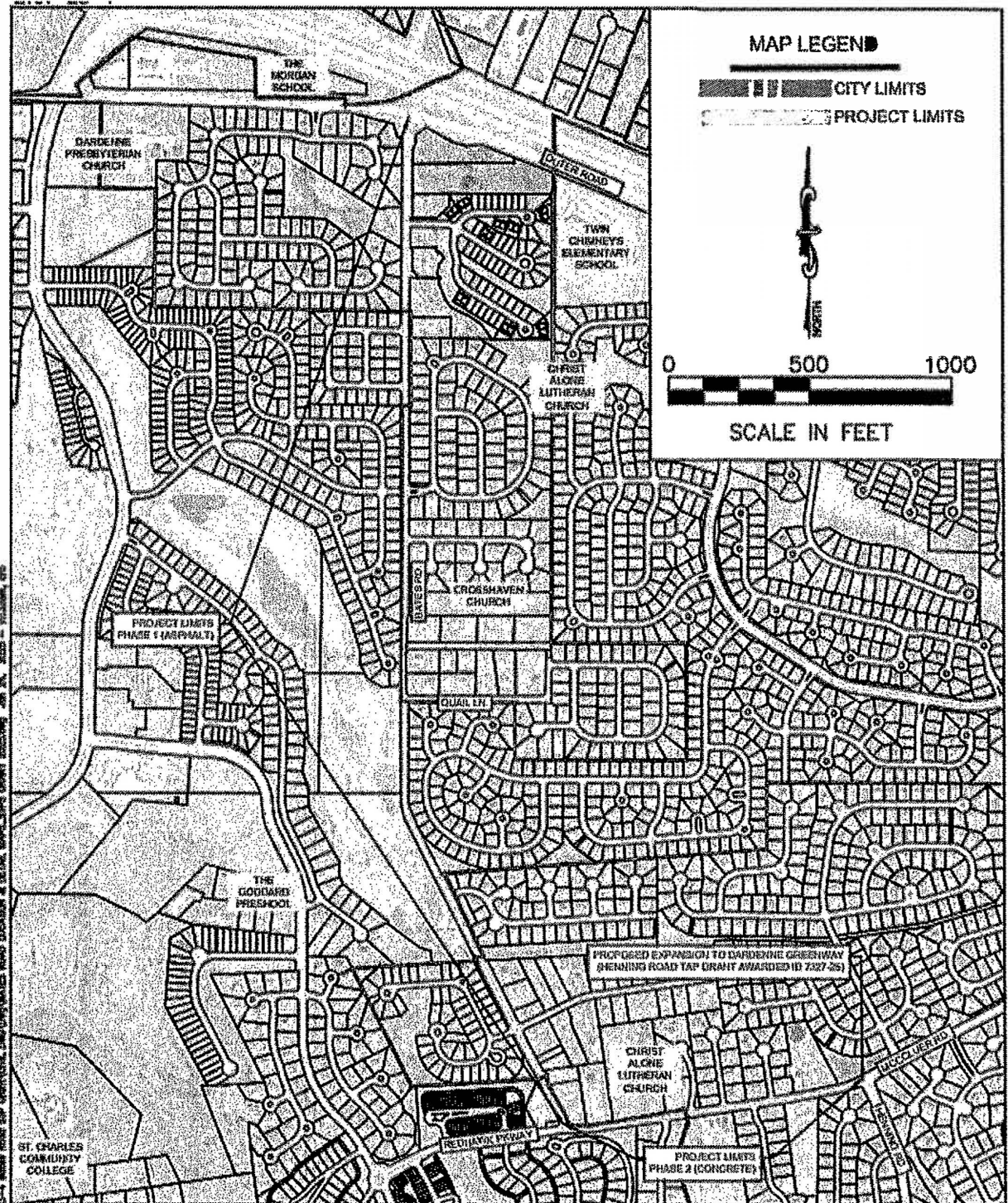


Exhibit B – Project Schedule

Project Description: STBG-5407(622) Bates Road

| PROJECT DEVELOPMENT SCHEDULE | | | |
|--|---------------------------------|----------------------------------|--------------------------------|
| <i>Note: many stages can occur concurrently.</i> | | | |
| Activity Description | Start Date (MM/YYYY) | Finish Date (MM/YYYY) | Time Frame (Months) |
| Receive award notification letter from EWG | 10/2025 | 10/2025 | 1 |
| Execute agreement (project sponsor and DOT) | 01/2026 | 03/2026 | 3 |
| Engineering services contract submitted and approved* | 03/2026 | 05/2026 | 3 |
| Environmental review process – NEPA classification and clearance | 06/2026 | 12/2026 | 6 |
| Public meeting/hearing | 01/2027 | 02/2027 | 2 |
| Develop and submit preliminary plans | 06/2026 | 12/2026 | 6 |
| Preliminary plans approved | 01/2027 | 02/2027 | 2 |
| Develop and submit right-of-way plans | | | |
| Review and approval of right-of-way plans | | | |
| Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)* | | | |
| Right-of-way acquisition | | | |
| Utility coordination | 02/2027 | 09/2027 | 7 |
| Develop and submit PS&E | 02/2027 | 09/2027 | 7 |
| District review and approval of PS&E* | 10/2027 | 12/2027 | 2 |
| Advertise for bids/bid letting/bid concurrence | 01/2028 | 04/2028 | 4 |
| Project implementation/construction | 04/2028 | 12/2028 | 8 |
| * Finish date must match fiscal year for each milestone shown in bold text. | | | |

*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. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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.

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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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 to 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.

(4) 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 will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeymen under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.

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 and interest from the date of the underpayment. 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 watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

(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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

* * * * *

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 Implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND
EXECUTE A SALES AGREEMENT FOR THE PURCHASE OF CERTAIN
WEB SERVICES PROVIDED BY REVIZE SOFTWARE SYSTEMS, LLC**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, desires to purchase certain web services provided by Revize Software Systems, LLC.

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 Sales Agreement attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. That the City Administrator is hereby further authorized and directed on behalf of and in the name of the City to agree to do any and all other acts and things and to execute and deliver any and all other agreements, documents, instruments and certificates, all as may be necessary and appropriate to consummate the above mentioned Agreement, and to perform all of the terms, provisions and conditions of the Agreement. The execution by the Mayor of any agreement, document, instrument, check or certificate referred to in this Ordinance and the Agreement shall be conclusive evidence of the approval thereof and of all of the terms, provisions and conditions contained therein. Any and all acts which the Mayor may do or perform in conformance with the powers conferred upon them by this Ordinance are hereby expressly authorized, approved, ratified and confirmed.

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

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

been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 5. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read the first (1st) time this ____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Read the second (2nd) time, passed and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Revize Web Services Sales Agreement

This Sales Agreement is between The City of Dardenne Prairie, Missouri ("CLIENT") and Revize LLC, aka Revize Software Systems, ("Revize"). Federal Tax ID# 20-5000179 Date: 8-18-2025

| | |
|---|-------------------------|
| CLIENT INFORMATION: | REVIZE LLC: |
| Company Name: <u>City of Dardenne Prairie</u> | Revize Software Systems |
| Company Address: <u>2032 Hanley Road</u> | 150 Kirts Blvd. |
| Company City/State/Zip: <u>Dardenne Prairie, MO 63368</u> | Troy, MI 48084 |
| Contact Name: <u>Rose Maresca 636.755.5326</u> | 248-269-9263 |
| Billing Dept. Contact: <u>ITManager@dardenneprairie.org</u> | |
| CLIENT Website Address: <u>www.fardenneprairie.org</u> | |

The CLIENT agrees to purchase the following products and services provided by REVIZE:

| <u>Quantity</u> | <u>Description</u> | <u>Price</u> |
|-----------------|---|-------------------|
| 1 | Phase 1: Kickoff Meeting and Discovery/Project Planning, onetime fee: | Included |
| 1 | Phase 2 – Design Mockups/Wireframes, onetime fee: <ul style="list-style-type: none"> • (1) one mockup with up to (3) three rounds of changes • Home page template and inner page design and layout. • Includes Departmental Home Page Mockup | Included |
| 1 | Phase 3 & 4 – HTML Development & Revize CMS Integration, onetime fee: <ul style="list-style-type: none"> • Set-up all CMS modules listed in this agreement • Integration with all 3rd party web applications | Included |
| 1 | Phase 5 – Quality Assurance Testing, onetime fee: | Included |
| 1 | Phase 6 – Sitemap Development & Content Migration, onetime fee: <ul style="list-style-type: none"> • Site map development and content migration from old website including spell checking and style corrections – up to 110 webpages & 1,000 documents (112 Webpages and 1,176 Documents on current live website) | \$3,330.00 |
| 1 | Phase 7 –Content Editing Training, onetime fee: | Included |
| 1 | Phase 8 – Go Live: | Included |
| 1 | Sitemap Development/Migration Total | \$3,330.00 |

Annual Services:

| | | |
|---|--|------------|
| 1 | <p>Annual Hosting, Maintenance, and Support Revize Annual Software Subscription, Tech Support, CMS Updates, Website Hosting, Unlimited Users, 30GB website storage, 100GB/Month Bandwidth, Annual Fee, SSL Certificate Pre-paid annual fee:</p> | \$4,400.00 |
| 1 | <p>Twice Annual WCAG Compliance Scans Up to 2 comprehensive scans per year upon client request. Up to 4 custom development hours of included for requested changes Pre-paid annual fee:</p> | \$2,400.00 |
| 1 | <p>AI ChatBot</p> <ul style="list-style-type: none"> • Up to 10,000 monthly queries • Up to 4,000 trained pages/documents • Backend dashboard with analytics and monthly automatic retrain <p>Pre-paid annual fee:</p> | \$3,400.00 |

Payment Schedule (New 4-Year Extension & Add-On Services for Redesign):

| Due Date | Amount | Includes |
|------------|-------------|---|
| 9/15/2025: | \$ 3,330.00 | Sitemap Development & Content Migration Costs |
| 10/1/2025: | \$ 3,400.00 | Year 1 AI ChatBot |
| 1/4/2026: | \$ 6,800.00 | Year 1 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service |
| 10/1/2025: | \$ 3,400.00 | Year 2 AI ChatBot |
| 1/4/2027: | \$ 6,800.00 | Year 2 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service |
| 10/1/2025: | \$ 3,400.00 | Year 3 AI ChatBot |
| 1/4/2028: | \$ 6,800.00 | Year 3 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service |
| 10/1/2025: | \$ 3,400.00 | Year 4 AI ChatBot |
| 1/4/2029: | \$ 6,800.00 | Year 4 Annual Hosting, Support, Maintenance + WCAG Scan & Remediation Service |

AGREED TO BY:

CLIENT

REVIZE

Signature of Authorized Person:

Name of Authorized Person:

Thomas Jean

Title of Authorized Person

Program Manager

Date:

Please sign and return to:

Thomas@revize.com

Fax 1-866-346-8880

Terms:

1. Payments: All Invoices are due upon receipt. Work begins upon receiving initial payment.
2. Additional content migration, if requested, is available for \$3 per web page or document.
3. Additional bandwidth is available at \$360 per year for each additional 50GB per month.
4. Additional website storage is available at \$500 per year for each additional 5GB website storage.
5. This agreement is the only legal document governing this sale & Proper jurisdiction and venue for any legal action or dispute relating to this Agreement shall be the State of Michigan.
6. Both parties must agree in writing to any changes or additions to this Sales Agreement.
7. CLIENT understands that project completion date is highly dependent on their timely communication with Revize. CLIENT also agrees and understands that;
 - a. The primary communication tool for this project and future tech support is the Revize customer portal found at <https://support.revize.com>.
 - b. During the project, CLIENT will respond to Revize inquiries within 48 hours of the request to avoid any delay in the project timeline.
 - c. CLIENT understands that project timelines will be delayed if they do not respond to Revize inquiries in a timely manner.
8. 4-year agreement. Revize will provide a free redesign of the website in year 4 of the agreement. This assumes the CLIENT agrees to 4 consecutive years of annual software subscription, tech support, CMS updates, and hosting.
9. CLIENT owns design, content, and will receive periodic updates to the CMS for the life of the contract.
10. Unless otherwise agreed, Revize does not migrate irrelevant records, calendar events, news items, bid results, low quality images, or data that can reasonably be considered non-conforming to new website layout.
11. Storage is limited only to relevant website data. Unreasonably large folders of documents or images are not permitted. Examples include, but are not limited to, plat/property maps, tax records, GIS data, etc.
12. After content migration, CLIENT is responsible for any additional content cleanup. This includes, but is not limited to, resizing photos, reformatting text, replacing photos/icons, consolidating unwanted content, adding future calendar events, and general prep of the site before go live. CLIENT will also have the ability to add new photos, content, and pages.
13. This contract includes up to three (3) rounds of changes to the homepage and inner page mockup during phase 2 of the project. Client may purchase unlimited rounds of changes for an additional, one-time fee of \$500. Any design changes that occur after phase 2 that require changes to the code will be billed at \$125/hour, subject to the approval of CLIENT
14. As part of the original contract between CLIENT and Revize (dated 8/26/2019) Revize included a redesign of the websites anytime in year 4 or thereafter. Upon successful completion of this redesign, Revize and CLIENT will have fulfilled their obligations for the original contract. Additional services, features, customizations, migration, anticipated support or storage increases may require an additional charge. Revize and CLIENT will modify or add to this agreement to accommodate those possible future requests. CLIENT agrees that AI ChatBot annual fee may increase based on monthly queries or industry changes. Revize will inform client before annual renewal if the rate will increase.
15. CLIENT agrees and understands that the Revize ChatBot provides responses to user inputs using the content CLIENT has trained to the ChatBot. If content trained does not contain relevant information, the ChatBot will not output an accurate or complete response. CLIENT agrees and understands inaccurate/incomplete responses may be common with current chat bot technologies even if trained content is relevant.
16. With the agreed upon allocated development hours, Revize will remediate the website with the goal of meeting the WCAG 2.1AA guidelines for accessibility compliance. Revize will start with what it deems are the most significant issues unless otherwise instructed by CLIENT.

WCAG Scan and Remediation Service

1. If PDF remediation is included in this agreement, it will be completed within approximately 5-7 business days depending on the number of complexity of PDFs.
2. Additional development hours may be necessary to complete remediation to CLIENT's satisfaction. Additional development hours may be requested at a rate of \$125 per hour.
3. Additional PDF remediation may be requested at a rate of \$5 per page. 100 Minimum
4. PDF remediation is priced by page, not by individual file e.g., PDF of 10 pages would be billed \$50
5. CLIENT website editors are responsible for ensuring they have an understanding of WCAG compliance principles. CLIENT agrees they are responsible for the content they post and shall make reasonable efforts to avoid posting content that does conform to these guidelines. This includes, but is not limited to, posting non-compliant PDFs, failing to include descriptive ALT descriptions on photos, etc. Issues created after periodic scan and remediation has been completed are the CLIENT's responsibility and will not be remediated until next scheduled Revize scan.
6. Revize also includes an accessibility checker within the Revize CMS editor to assist CLIENT in avoiding some WCAG compliance issues.

Project Timeline Statement of Understanding

Revize and CLIENT agree and understand that the timeline provided is an estimate of our expected timeline for this project. It is not a guarantee. Revize intends to adhere as closely to the proposed timeline expectation as reasonable. CLIENT is expected to take an active role in this project including, but not limited to, participating in meetings with Revize, providing design feedback and approval, providing sitemap feedback and approval, scheduling and participating in user training, etc. Revize expects to complete phase 7 (training) of this project according to timeline provided. Upon completion of phase 7 it is the CLIENT's responsibility to decide when to go live with the website. CLIENT decision to delay go-live for any reason, unrelated to a functional defect making site inoperable, does not constitute breach of contract on the part of Revize. CLIENT understands that it is incumbent upon the CLIENT to respond to Revize requests in a timely manner. CLIENT further agrees that any timeline delays due to their lack of timely communication do not constitute a breach of contract on the part of Revize. CLIENT also acknowledges that satisfaction related to visual and experiential services like that of a website design project can be subjective. The parties agree that this project is a collaborative project and agree to work in good faith to "fine-tune" final deliverables in preparation for go live of new website. Parties further agree that generalized dissatisfaction related to the aesthetic aspects or services previously approved by the CLIENT does not constitute a breach of contract unless Revize fails to cure the functional defect with the website. The CLIENT may also elect to postpone or delay certain deliverables in favor of earlier go-live date of the website.

Enterprise Revize CMS License

As part of this agreement Revize LLC. will provide full usage access to our Enterprise Revize CMS Software, hosted in our cloud servers. This software is a proprietary software built and maintained by Revize LLC. and is intended to allow the CLIENT to easily update the content of their website. CLIENT agrees that this software access will only be used to maintain the websites included in this agreement. Sharing of the access, by the CLIENT, with other entities not identified in this agreement is prohibited.

Revize will maintain, update, and host the Revize CMS in our cloud server during the contract period. In the event that the contract is terminated, for any reason, Revize will halt CLIENT access to the Revize CMS, and will provide website content to the client, provided all payments for the entire length of the contract are fully paid. Notice of termination must be in writing and given to the non-terminating party at least 60 days prior to the effective date of termination.

Revize will integrate the following web applications into your website

| | |
|---|---|
| <p>Citizen's Communication Center Apps</p> <ul style="list-style-type: none">• Notification Center with Text/Email Alerts• Bid Posting• Document Center• Email Notify• FAQs• Job Posting• Multi-use Business Directory• News Center with Facebook/Twitter Integration• Online Forms• Photo Gallery• Quick Link Buttons• Revize Web Calendar• "Share This" Social Media Flyout App• Language Translator <p>Citizen's Engagement Center Apps</p> <ul style="list-style-type: none">• Citizen Connect (Community Blog)• Citizen Request Center with Captcha• Online Interactive Forms• Public Service Request App• RSS Feed | <p>Staff Productivity Apps</p> <ul style="list-style-type: none">• Agenda Posting Center• Job Posting App• Image Manager• iCal Integration• Link Checker• Menu Manager• Online Form Builder• Staff Directory• Website Content Archiving• Website Content Scheduling <p>Site Administration and Security Features</p> <ul style="list-style-type: none">• Audit Trail• Auto Site Map Generator• History Log• URL Redirect Setup• Roles and Permission-based Security Mode• Secure Site Gateway• Unique Login/Password for each Content Editor• Web Statistics and Analytics• Workflows by Department <p>Mobile Device and Accessibility Features</p> <ul style="list-style-type: none">• Font Size Adjustment• Alt-Tags• Responsive Website Design (RWD) |
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AMENDING SECTION 115.020 AND ARTICLE III OF CHAPTER 115 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, BY DELETING THEM IN THEIR ENTIRETY; ENACTING, IN LIEU THEREOF, A NEW SECTION 115.020 AND ARTICLE III OF CHAPTER 115; AND PROVIDING FOR THE DESIGNATION OF THE CITY TREASURER

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

SECTION 1. That Section 115.020 of the Municipal Code of the City of Dardenne Prairie, Missouri be and is hereby amended by deleting it in its entirety and replacing it, in lieu thereof, with a new Section 115.020 to read, as follows:

Section 115.020 Appointive Officers.

The Mayor, with the consent and approval of the majority of the members of the Board of Aldermen, shall have power to appoint a City Attorney, City Assessor, Street Commissioner and Night Watchman and such other officers as he/she may be authorized by ordinance to appoint, and if deemed for the best interests of the City, the Mayor and Board of Aldermen may, by ordinance, employ special counsel to represent the City, either in a case of a vacancy in the office of City Attorney or to assist the City Attorney, and pay reasonable compensation therefor.

SECTION 2. That Article III of Chapter 115 of the Municipal Code of the City of Dardenne Prairie, Missouri be and is hereby amended by deleting it in its entirety and replacing it, in lieu thereof, with a new Article III of Chapter 115 to read, as follows:

Article III City Treasurer

Section 115.097 City Treasurer.

The duties of the City Treasurer set forth in this Code or by the laws of the State of Missouri shall be performed by such person or persons as may be set forth in this Code, or by such person or persons as may be designated by the City Administrator from time to time.

Sections 115.097 through Section 115.105. (Reserved)

SECTION 3. Effective Date: This Ordinance shall be in full force and take effect from and after its final passage and approval.

SECTION 4. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. 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 for the first time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Read the second time, passed and approved by the Board of Aldermen this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

BILL NO. 25-45

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,
MISSOURI, AMENDING VARIOUS PROVISIONS IN TITLE
III (TRAFFIC CODE) OF THE MUNICIPAL CODE
RELATING TO ENFORCEMENT OF CERTAIN DEVICES
OR VEHICLES**

WHEREAS, pursuant to Section 79.110, RSMo., the Board of Aldermen of the City of Dardenne Prairie, Missouri ("City"), may enact and ordain all ordinances not repugnant to the constitution and laws of the State of Missouri and that they deem expedient for the good government of the City; and

WHEREAS, pursuant to Section 79.410, RSMo., the Board of Aldermen may regulate, prevent and punish the operation or parking of any vehicle over, upon, across or along any sidewalk, street, avenue or alley of the City; and

WHEREAS, pursuant to Section 304.120, RSMo., the Board of Aldermen may, by ordinance, make certain rules of the road or traffic regulations to meet their needs and traffic conditions; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City's health, safety, peace, comfort and general welfare to amend the Traffic Code.

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

SECTION 1. That Section 300.010 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting the definitions for the terms Bicycle, Motorized Bicycle, Motorcycle, Motorized Bicycle, Motorized Play Vehicle, Pocket Bike and Vehicle, enacting, in lieu thereof, new defined terms, alphabetically ordered, to read as follows:

BICYCLE

Every vehicle, having two (2) tandem wheels, propelled solely by human power with fully operable pedals, a saddle or seat for the rider, and upon which any person may ride except scooters and similar devices.

ELECTRIC BICYCLE

A bicycle equipped with fully operable pedals, a saddle or seat for the rider, and an electric motor of less than 750 watts that meets the requirements of one of the following three classes:

(a) "Class 1 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty miles per hour;

(b) "Class 2 electric bicycle", an electric bicycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of twenty miles per hour; or

(c) "Class 3 electric bicycle", an electric bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of twenty-eight miles per hour.

MOTORCYCLE

Every motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three (3) wheels in contact with the ground, but excluding an electric bicycle and a farm tractor.

MOTORIZED BICYCLE

Any two-wheeled or three-wheeled device, except motorized scooters, having an automatic transmission and a motor with a cylinder capacity of not more than fifty (50) cubic centimeters which produces less than three (3) gross brake horsepower and is capable of propelling the device at a maximum speed of not more than thirty (30) miles per hour on level ground, but excluding an electric bicycle.

MOTORIZED PLAY VEHICLE

Includes mini-motorcycles, pocket bikes, motorized scooters, go-carts and any other vehicle that is capable of transporting a person or persons at a speed in excess of five (5) miles per hour, that is self-propelled by a motor or engine and is not otherwise defined by Missouri Statutes or the City of Dardenne Prairie Code as a motor vehicle, motorcycle, bicycle, electric bicycle or motorized bicycle.

POCKET BIKE

A self-propelled vehicle that is equipped with either (i) an internal combustion engine having a piston displacement of less than fifty (50) cubic centimeters, or (ii) an electric motor with output less than 2.48 kilowatts (kW)(2,480 Watts (W)), and is designed to propel itself with not more than two (2) wheels in contact with the ground, has a seat or saddle for the use of the operator, is not designed for use on a highway and is ineligible for a certificate of ownership under Section 301.190, RSMo.

VEHICLE

Any mechanical device on wheels designed primarily for use or used on highways, except motorized bicycles, electric bicycles, motorized play vehicles, motorized scooters, vehicles propelled or drawn by horses or human power, or vehicles used exclusively on fixed rails or tracks, or motorized wheelchairs operated by handicapped persons.

SECTION 2. That Section 310.040 of the Municipal Code of the City of Dardenne Prairie,

Missouri, be and is hereby amended by deleting Subsection (D) in its entirety and enacting, in lieu thereof, a new Subsection (D) to read as follows:

Section 310.040 Use of Skateboards and Similar Devices Restricted.

...

- D.** Except as otherwise expressly permitted by this Code, no person shall ride or operate a motorized bicycle, class two electric bicycle, class three electric bicycle or motorized play vehicle upon any sidewalk or within any City park.

SECTION 3. That Section 310.040 of the Municipal Code of the City of Dardenne Prairie, Missouri, be and is hereby amended by deleting Subsection (E) in its entirety and enacting, in lieu thereof, a new Subsection (E) to read as follows:

Section 310.040 Use of Skateboards and Similar Devices Restricted.

...

- E.** No person shall ride on or operate a motorized play vehicle upon any street, highway, roadway or sidewalk within the City or within the boundaries of any City Park; provided however, this provision shall not apply to a show, exhibition, demonstration or other activity which is part of a special event being sponsored on park premises. It is an infraction for any person to do any act forbidden by this Subsection and upon a finding or pleading of guilt to any violation of this Subsection shall be punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00). Any parent(s), legal guardian(s) or other adult person(s) authorized by said parent(s) or guardian(s) to have the care and custody of a minor, who knowingly permits, or by insufficient control allows, a minor to violate the restrictions of this Subsection is guilty of an infraction punishable by a fine of not less than ten dollars (\$10.00) and not more than one hundred dollars (\$100.00).

SECTION 4. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 5. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

SECTION 6. Effective Date: This Ordinance shall take effect and be in force from and after its passage by the Board of Aldermen and its approval by the Mayor of the City of Dardenne Prairie, Missouri.

Read for the first time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Read the second time, passed and approved by the Board of Aldermen this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE CITY AND STREILER PLANNING, LLC FOR PROFESSIONAL PLANNING SERVICES

WHEREAS, the City of Dardenne Prairie, Missouri (the “City”), requires professional planner services for development review, staff reporting, public meetings, zoning administration, and related services but does not presently require a fixed in-house schedule; and

WHEREAS, contracting for as-needed planner services allows the City to focus work as needed while ensuring timely review and support for the Planning & Zoning Commission and the Board of Aldermen; and

WHEREAS, Streiler Planning, LLC has proposed to provide such services under an Independent Contractor Agreement with hourly compensation of \$120.00 per hour for City-funded services and \$135.00 per hour for services wholly paid by third parties, with monthly invoicing and a 30-day termination provision, and with duties outlined in Exhibit B (Core Responsibilities); and

WHEREAS, the Board of Aldermen hereby finds and determines that it is to the benefit of the residents of the City to enter into an Agreement with Streiler Planning, LLC;

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 the City of Dardenne Prairie, Missouri, and Streiler Planning, LLC, for professional planner services, attached hereto marked as **Exhibit A**, and incorporated by reference herein (the “Agreement”), be and they hereby are approved, and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

SECTION 2. The duties and tasks to be performed are those identified in Exhibit B (Core Responsibilities), together with such planner services as the City Administrator may direct in accordance with the Agreement.

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

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

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

Read the first (1st) time this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Read the second (2nd) time, passed and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Exhibit A

[Attach Agreement]

INDEPENDENT CONTRACTOR AGREEMENT FOR PLANNER SERVICES

THIS INDEPENDENT CONTRACTOR AGREEMENT FOR PLANNER SERVICES (the “Agreement”), is made and entered into as of the ___ day of _____ 2025 (the “Effective Date”), by and between the City of Dardenne Prairie, a political subdivision organized under the laws of the State of Missouri (“City”), and Streiler Planning, LLC, a Missouri limited liability company (“Planner”), pursuant to the following terms and conditions:

WHEREAS, the City desires to retain the services of Planner to assist the City with various planning and zoning tasks and other items; and

WHEREAS, it is the desire of the City to have Planner serve as an independent contractor of the City; and

WHEREAS, Planner desires to offer planning and zoning consultation services to the City.

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

1. **Duties.** Planner hereby agrees to perform planning services specifically requested by the City, which may include the duties more particularly described in “Exhibit A,” which is attached hereto and incorporated by reference. Planner shall receive direction from the Chairman of the Planning and Zoning Commission, City Administrator, or City Engineer regarding which planning services to perform, prior to commencing any such services. Planner shall diligently and to the best of Planner’s ability perform all duties under this Agreement. The City Administrator retains the right to request that Planner, prior to providing a requested service, submit to the City Administrator for approval a proposed budget of the total hours and expense Planner anticipates will be required to complete a specific task. Planner shall provide such budget within five (5) business days of any proper request. Once the relevant task is in progress, if Planner determines that the actual cost will exceed the budgeted cost, Planner shall notify the City Administrator, who shall then direct Planner on the manner in which to proceed with regard to the task.
2. **Term and Termination.** The term of this Agreement shall begin on the Effective Date and automatically renew each year on the anniversary of the Effective Date (each a “Renewal Year”), unless sooner terminated in accordance with the terms hereof.

Either party may terminate this Agreement at any time and for any reason, or for no reason, upon thirty (30) days prior written notice.

3. Independent Contractor. Planner is retained by the City only for the purposes set forth in this Agreement. The relationship of Planner with the City under this Agreement shall be that of an independent contractor and not an employee of the City. Planner warrants and represents that, while providing services to the City, Planner will hold all necessary certifications and comply with all applicable municipal, county, state, and Federal laws.

As an independent contractor, Planner will not be entitled to any insurance, retirement or other benefits afforded by the City to its employees. Planner shall be responsible for all federal, state and local taxes payable in connection with this Agreement and the services provided hereunder. Planner shall have no authority to bind the City to any agreement with any other person or entity and is not authorized to act for the City in any manner except as expressly set forth in this Agreement. In the event this Agreement is terminated, the City shall only be obligated to pay Planner compensation incurred by Planner prior to the effective date of termination.

4. Compensation. Planner shall be compensated at a rate of ONE HUNDRED TWENTY DOLLARS AND ZERO CENTS (\$120.00) per hour for services rendered by Todd Streiler to the City, and ONE HUNDRED THIRTY-FIVE DOLLARS AND ZERO CENTS (\$135.00) per hour for services rendered by Todd Streiler that are paid wholly by any entity other than the City. The compensation due hereunder shall not increase during any Renewal Year without the prior written approval of the City.

On or before the tenth (10th) day of each month, Planner shall submit an invoice detailing the number of hours worked and description of any services rendered during the prior calendar month.

5. Expenses. In addition to the fees set forth above, Planner shall be reimbursed for its reasonable, customary, and necessary expenses incurred in the rendering of such services (including costs such as fees for mailings, deliveries, copying charges, etc.). Any single expense of more than three hundred dollars (\$300.00) incurred by Planner pursuant to this Agreement must be approved by the City Administrator prior to reimbursement for the same.
6. Confidentiality. As used herein, the term "Confidential Information" shall mean any information proprietary to the City and not generally open to the public including, but not limited to, information that is "closed" under Chapter 610, RSMo., as amended. Planner shall, during the course of Planner's service and at all times subsequent to Planner's disassociation with the City, hold in strictest and total confidence all Confidential Information. Upon termination of this Agreement, or at any other time upon the City's request, Planner shall deliver promptly to the City all originals and all copies (including

photocopies, facsimiles, e-mails and computer or other means of electronic storage whether now known or hereafter developed) of all Confidential Information. Upon termination of this Agreement, Planner shall return to the City all computer hardware and software provided by or owned by the City, if any. City may, in its discretion, provide Planner with computer hardware and software, however, nothing in this or the preceding sentence indicates or requires City to provide such computer hardware and software to Planner. City may, in its sole discretion and at any time, delete Planner as an authorized user from all City owned or leased computer hardware and software. City may, in its discretion, include Planner as an authorized user on City owned or leased computer hardware and software, however, nothing in this or the preceding sentence indicates or requires City to include Planner as an authorized user of any City owned or leased computer hardware and software.

7. **Work Product.** All materials, documents, reports, maps, photographs, renderings, models, data, and other similar items (all such items referred to as "Work Product"), whether in physical, digital, or any other form, prepared, developed, or created by Planner for the City under this Agreement shall be deemed "work for hire" to the maximum extent permitted by law and shall be deemed the sole property of the City. The City may use, reproduce, and modify such Work Product for any lawful purpose without further permission or payment to Planner.

8. **General Provisions.**

A. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators and executors of Planner.

B. Notice pursuant to this Agreement shall be given through United States Postal Service delivery, addressed as follows:

If to CITY: City of Dardenne Prairie
 Attn: City Administrator
 2032 Hanley Road
 Dardenne Prairie, MO 63390

If to PLANNER: Streiler Planning, LLC
 Attn: Todd Streiler
 12462 Cross Green Lane
 St. Louis, MO 63141

Either party may change its address by notice to the other given in accordance with this section

C. This Agreement supersedes all previous agreements and contracts and constitutes the entire Agreement between the parties. Planner shall be entitled to no

compensation other than that specified herein. Planner specifically acknowledges that in executing this Agreement, Planner relies solely upon the representations and agreements contained in this Agreement and no others. No oral statements or prior written material provided by City or its officials, employees, or agents shall be of any force and effect, and any amendments or modifications to this Agreement must be in writing and signed by both parties.

- D. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect in accordance with its terms. In addition, if any section hereof is found to be partially enforceable, then it shall be enforced to that extent. If any covenant is not enforceable to the full extent provided herein, it shall be and remain enforceable to the fullest extent permitted by law.
- E. Insurance. Planner shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Planner, its agents, representatives, employees or subcontractors, including those insurance coverages set forth below. All such insurance policies shall name City as an ADDITIONAL INSURED, except for the Worker's Compensation Policy and Professional Errors and Omissions Insurance, with a subrogation waiver. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, or by such other method approved by the City, has been given to the City.

(1) Minimum Limits of Insurance.

- a. If Planner has employees, Workers' Compensation for statutory limits and Employer's Liability minimum \$500,000 limit.
- b. Professional Errors and Omissions Insurance: Planner agrees to obtain Professional Errors and Omissions Insurance, with a limit no less than \$2,000,000 Per Claim/\$2,000,000 Annual Aggregate.
- c. Commercial General Liability Insurance (including broad-form contractual liability and completed operations) in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, covering personal injury, bodily injury and property damage.

(2) Prior to commencing any services hereunder, Planner shall submit valid certificates of insurance evidencing the effectiveness of the insurance policies.

F. Indemnification. Planner shall indemnify, defend, and hold harmless the City and its elected officials, officers and employees, and their heirs, personal representatives, successors and assigns, from and against any and all causes of action, claims, demands, losses, fines, damages or other expenses (including reasonable attorneys' fees) which any of them may incur or sustain as a result of the acts or omissions of Planner, its officers, agents or employees, or which the City or its elected officials, officers, and employees may incur or sustain as a result of Planner's actions, failure to act on behalf of the City, or performance of obligations under this Agreement. Nothing contained herein shall be construed as prohibiting the City and its elected officials, officers, agents, or its employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, actions or suits brought against them. Planner shall likewise be liable for the cost, fees and expenses incurred in the City's or Planner's defense of any such claims, actions, or suits. Anything to the contrary contained in this Agreement notwithstanding, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. *et seq.*, for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the City by statute or common law.

G. Governing Law. This Agreement shall be governed by, interpreted, and construed under the laws of the State of Missouri, notwithstanding that states conflicts of law provisions. The Circuit Court of Saint Charles County shall have jurisdiction over any disputes arising under this Agreement.

This agreement is subject to approval by, and incorporation into, an Ordinance passed by the Board of Aldermen of the City of Dardenne Prairie.

Streiler Planning, LLC by Todd Streiler, Principal

City of Dardenne Prairie, by Cathy Pratt, City Administrator

Exhibit B

Contract Planner – Core Responsibilities

Application Intake & Processing

- Accept, log, and review submittals for site plans, conditional use permits, subdivision plats, variances, rezonings, zoning-text amendments, etc.
- Verify completeness, fee payment, and compliance with City checklists.

Development Review & Staff Reporting

- Coordinate and meet with developers/petitioners during pre-application meetings.
- Conduct technical reviews (zoning, subdivision, design standards, stormwater, access).
- Coordinate inter-departmental and external agency comments.
- Draft clear, objective staff reports with findings and recommended actions for the Planning & Zoning Commission and Board of Aldermen.

Public Meetings & Customer Service

- Present cases and answer questions at evening Planning & Zoning meetings (typically one per month).
- Handle routine inquiries from residents, developers, and design professionals—phone, email, counter.

Zoning Administration

- Prepare formal zoning verification letters and interpretive memos.
- Conduct site visits and zoning inspections, as directed.
- Track conditions of approval and development agreements.

GIS & Records Management

- Maintain and update the City's ArcGIS layers (zoning, land-use, subdivision, addressing, annexations).
- Organize and digitize case files, applications, maps, and related documents in the City's electronic records system.