

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
WORK SESSION AGENDA
OCTOBER 1, 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. RBA-Barathaven sidewalk & curb repairs (Waters)
3. RBA-BarathHaven Park Lease Amendment (Pratt)
4. Review of 10-01-25 Board of Aldermen agenda

STAFF COMMUNICATIONS

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

CLOSED SESSION

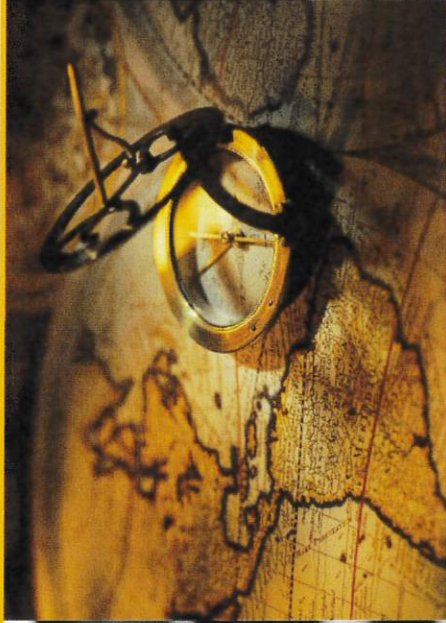
Roll call vote to hold closed session pursuant to RSMo 610.021 section _____

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

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

City of Dardenne Prairie, MO Compensation Study Presentation of Results



**Presented by:
Mark Holcombe**



Evergreen Solutions, LLC

October 1, 2025

Overview

- Study Goals
- Project Phases
- Market Results
- Recommendations



Study Goals

- Review current compensation system to ensure internal equity.
- Survey peer organizations to ensure external equity.
- Produce recommendations to provide the organization with a compensation system that is equitable, both internally and externally.



Project Phases



Market Targets

- Salary survey resulted in responses from 13 peers.
- All responses are adjusted for cost-of-living differentials.
- All jobs included in the study were benchmarked and compared directly to the market. Average response rate was 7.1 matches per position.

Responding Peers
Ballwin, MO
Clayton, MO
Cottleville, MO
Ellisville, MO
Kirkwood, MO
Lake St. Louis, MO
Manchester, MO
Maryland Heights, MO
Washington, MO
Webster Groves, MO
Wentzville, MO
Wildwood, MO
St. Charles County, MO



Market Results

Range Placement	Average Actual Salary Comparison
Differential to the Market	Differential to the Market
41.1%	-6.3%

- The City does not use formal pay ranges; Range Placement shows how salaries compare within the market range.
- The Average Actual Salary Comparison indicates that Dardenne Prairie's actual salaries are behind market, on average.

Supplemental Benefits

Mayor		
Salary/Benefits	Average	# of Peers Offering
Annual Salary	\$11,530.47	11
LAGERS	4%	2
Life Insurance	\$5,000/month or \$100,000	2
Medical, Dental and Vision Offered	-	1
Internet Stipend	-	1
Alderman		
Salary/Benefits	Average	# of Peers Offering
Annual Salary	\$5,451.00	10
LAGERS	4%	2
Life Insurance	\$5,000/month or \$100,000	2
Medical, Dental and Vision Offered	-	1
Internet Stipend	-	1



Key Recommendations

1. Adopt a step pay plan. The newly recommended pay plan has consistent range spreads and progression between the steps.
2. Assign pay grades to positions based on internal equity and the market results. Some positions will see larger adjustments than others due to the market response.
3. Place employees within their newly recommended pay grades. Select an implementation methodology that aligns with the compensation philosophy and financial means of the City.



Implementation Costs

Implementation Option	Cost	Employees Adjusted	Average Adjustment	% of Payroll
Bring to Minimum	\$22,006.14	15	\$ 1,467.08	2.1%
Tenure Parity	\$45,051.00	9	\$ 5,005.67	4.3%

- **Bring to Minimum** – places employees in the newly recommended ranges and makes no further adjustment.
- **Tenure Parity** – places employees at the step equivalent to their years of service at the City. If an employee is paid below the tenure salary, they receive an adjustment.

Questions? Thank you!

**Mark Holcombe
Project Manager
Evergreen Solutions, LLC**

Mark@consultevergreen.com

2528 Barrington Circle, Unit 201

Tallahassee, Florida 32308

850.383.0111 ph

850.383.1511 fax

www.ConsultEvergreen.com



EXHIBIT B

RBA FORM (OFFICE USE)

MEETING DATE:

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other (X)

Request for Board Action

By: Alderman Bob Waters

Ward 3

- **Description:** Request for Consideration

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

- **Summary/Explanation:**

I am requesting that expedited consideration be given to comprehensive repairs to the Barathaven Blvd and related curbs and sidewalks. Having walked the area personally, I believe the continued deterioration of these key elements may become a liability for the city. Previous patchwork solutions are proving insufficient and warrant a more involved set of steps to be taken to remedy the obvious problems. A recent fall by a DP citizen and expressed concerns by Barathaven residents are prompting this request

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

TBD

RBA requested by: *Bob Waters* Date: 9/25/2025 | 11:38 AM PDT
 Bob Waters

Second Sponsor: *Mark Johnson* 9/25/2025 | 1:52 PM CDT
 Mark Johnson

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: Oct. 1, 2025

Regular (X) Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other (X)

Request for Board Action
By: Staff

Ward 3

- **Description:** It has always been part of the Dardenne Greenway Master Plan to extend the Greenway west and east of Barathaven Park. GRG and the City of O'Fallon have advanced plans to extend this segment. To move these projects forward, GRG and the City of Dardenne Prairie must amend the Barathaven Park Lease to authorize construction and use of specified areas by the City of O'Fallon for the trail improvements.

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

- **Summary/Explanation:**

The amendment authorizes (1) O'Fallon's construction/use of defined areas for the two Greenway projects and (2) the fence maintenance ingress/egress easement at 201 Toussaint Landing Dr., while leaving other lease terms in effect.

In addition to providing for the O'Fallon project, the amendment includes a provision to authorize a fence ingress/egress maintenance easement benefiting the property at 201 Toussaint Landing Dr. A prior fence was mistakenly built on GRG-owned land (leased by the City). The preferred remedy is to grant an ingress/egress easement for fence maintenance, which requires an amendment to the existing lease.

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

Minimal/Administrative to the City (staff coordination). Construction/bridge work is led and funded by the partner agencies noted (GRG/O'Fallon/MoDOT).

RBA requested by: Cathy Pratt

Date: 9/23/25

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN
MEETING AGENDA
OCTOBER 1, 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. Board of Aldermen Minutes – 09-17-25
2. Expenditures for Approval – 10-01-25
3. Deposit for second floor furniture.
4. Master Sign Permit- Piros Signs, Inc. (Rawlings & D-Bat)
5. Final Release of Gateway Infrastructure, LLC Performance Bond for Work in Public Right-of-Way at Post Road

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

MAYOR'S QUARTERLY REPORT TO CITIZENS

NEW BUSINESS

1. **Bill #25-46**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN OMNIBUS FIRST AMENDMENT TO LEASES BETWEEN THE CITY OF DARDENNE PRAIRIE AND THE METROPOLITAN PARK

AND RECREATION DISTRICT D/B/A GREAT RIVERS GREENWAY; AND PROVIDING FOR RELATED MATTERS

2. **Bill #25-47**

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS WITH CASH BY AND BETWEEN THE CITY AND ST. CHARLES COMMUNITY COLLEGE, GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND COMPLETION OF CERTAIN IMPROVEMENTS WITHIN THE ST. CHARLES COMMUNITY COLLEGE FIELD TO TABLE INSTITUTE DEVELOPMENT.

OLD BUSINESS

1. **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).

2. **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

3. **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

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:02 p.m. The meeting was opened with the Pledge of Allegiance followed by an invocation by Ruth Earhart.

Present at roll call were Aldermen Detweiler, Gittemeier, Johnson, Nay and Wilson. Alderman Waters was absent, and Mayor Widaman was absent due to a family funeral. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson and City Attorney John Young.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to approve the consent agenda. Motion passed unanimously.

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

PUBLIC COMMENT – The following individuals were in attendance to speak:

Mike Wooldridge
Cheryl Bratton

PUBLIC HEARING

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to open the public hearings. Motion passed unanimously.

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

A motion was made by Alderman Wilson, seconded by Alderman Gittemeier to continue the Stillwater Grove public hearing until October 15th. Motion passed unanimously.

2. 2025 Ad Valorem Tax Levy

A motion was made by Alderman Nay, seconded by Alderman Gittemeier to close the 2025 Ad Valorem Tax Levy public hearing. Motion passed unanimously.

NEW BUSINESS

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to read Bill #25-41 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-41 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-41 to final vote. Roll call was as follows:

Alderman Waters – Absent	Alderman Gittermeier – Aye
Alderman Johnson – Aye	Alderman Nay – Aye
Alderman Detweiler – Aye	Alderman Wilson – Aye

Board President Detweiler declared Bill #25-41 passed and designated it to be Ordinance #2377.

A motion was made by Alderman Wilson, seconded by Alderman Johnson to read Bill #25-42 for the first time by title only. Motion passed unanimously.

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).

A motion was made by Alderman Johnson, seconded by Alderman Gittermeier to obtain traffic counts on Bates Road. Motion passed unanimously.

A motion was made by Alderman Gittermeier, seconded by Alderman Wilson to read Bill #25-43 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Gittermeier, seconded by Alderman Wilson to read Bill #25-43 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-43 to final vote. Roll call was as follows:

Alderman Nay – Aye	Alderman Johnson – Aye
Alderman Detweiler – Aye	Alderman Wilson – Aye
Alderman Waters – Absent	Alderman Gittermeier - Aye

Board President Detweiler declared Bill #25-43 passed and designated it to be

Ordinance #2378.

A motion was made by Alderman Wilson, seconded by Alderman Gittemeier to read Bill #25-44 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-45 for the first time by title only. Motion passed unanimously.

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

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to read Bill #25-40 for the second time by title only. Motion passed unanimously.

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

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to put Bill #25-40 to final vote. Roll call was as follows:

Alderman Wilson – Aye	Alderman Detweiler – Aye
Alderman Waters – Absent	Alderman Gittemeier – Aye
Alderman Johnson – Aye	Alderman Nay – Aye

Board President Detweiler declared Bill #25-40 passed and designated it to be Ordinance #2379.

OFFICER & STAFF COMMUNICATIONS

City Administrator Pratt encouraged everyone to attend Prairie Day on Saturday, September 27th and the public meeting on Tuesday, September 23rd.

Alderman Gittemeier mentioned the poor landscaping at The Prairie Encore.

Alderman Wilson thanked the residents for allowing the city to attend conferences and allowing him to get certified.

Alderman Johnson mentioned attending the Missouri Municipal League conference and the award received for the Easter egg hunt.

Alderman Detweiler thanked the city attorney for preparing the bill related to play vehicles, bicycles and go-carts that are being driven on the city streets. She also thanked everyone for coming and the County police officer.

ADJOURNMENT

A motion was made by Alderman Gittemeier, seconded by Alderman Wilson to adjourn the meeting at 7:36 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL
10/1/2025**

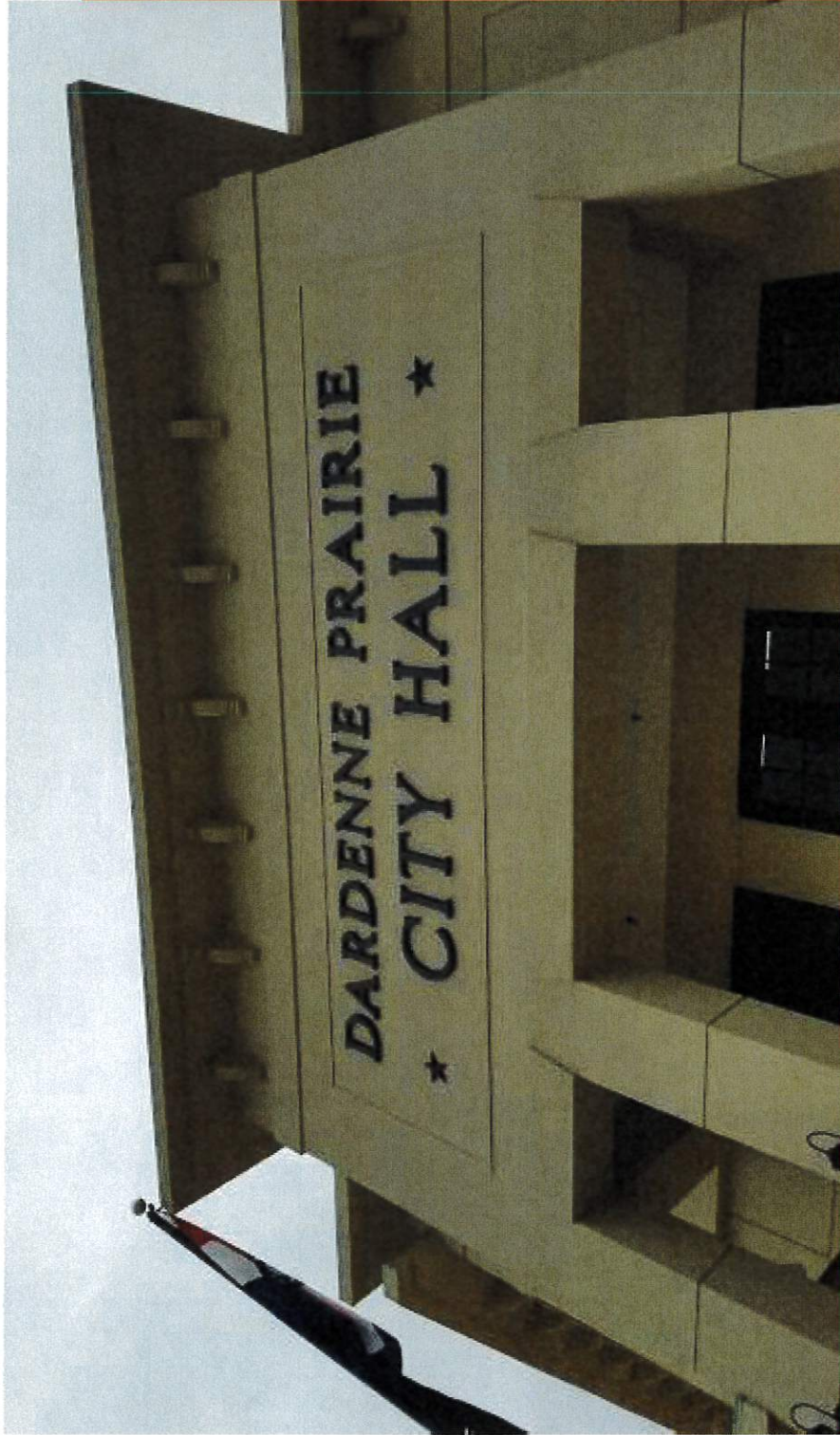
1 Ameren	City Hall	2,255.86
2 Ameren	Traffic Light 2	66.84
3 Ameren	Traffic Light	13.72
4 Ameren	Street Lights	38.84
5 Ameren	Street Lights	209.70
6 Ameren	Concession Stand	506.39
7 Ameren	City Park	228.80
8 Ameren	Athletic Complex	555.32
9 Cochran	Town Square Material Testing	2,198.40
10 Duckett Creek	City Hall Sewer4th Quarter	150.00
11 Evergreen Solutions, LLC	Compensation Study - 50%	3,750.00
12 First Bank	Credit Card Charges	4,613.32
13 Hamilton Weber	Legal Fees: July	7,551.72
14 Hamilton Weber	Legal Fees: August	5,275.62
15 Insurance - The Hartford	August, 2025	495.21
16 Insurance - The Hartford	September, 2025	501.25
17 Insurance: Anthem	Health - October, 2025	19,869.89
18 Insurance: KC Life	Vision & Dental: August, 2025	1,146.99
19 Insurance: KC Life	Vision & Dental: September, 2025	1,293.69
20 Insurance: Principal Life	Life: August & September, 2025	1,207.52
21 Martin Trophy	Baseball Trophies	447.50
22 Martin Trophy	Name Plates, Badges, Plaques	280.00
23 New Frontier Materials	Pothole Repair Material	259.71
24 Nichole Bouchard	Bingo prizes	225.00
25 Oates Associates, Inc.	Stoneybrook Culvert	2,900.00
26 Parks: Big Fun Inflatables	Prairie Day Bounce Houses	2,120.00
27 Parks: JFP Equine, Inc.	Prairie Day Clydesdale	950.00
28 Parks: Proactive Print Services	Signs	1,197.50
29 Payroll	09-26-25 Payroll	42,461.66
30 PWSD #2	Athletic Complex water to 7-15-25	231.22
31 PWSD #2	Fountain water to 7/15/25	3,675.45
32 Revize LLC	Annual AI ChatBot	2,900.00
33 Streiler Planning LLC	Professional Services: 8/11 to 9/10	3,736.10
34 Tyler Technologies	Building Dept Software 4th Quarter	3,678.00
35 UMB Bank, NA	September, 2025 TDD Sales Tax Payment	20,701.52
		137,692.74

Approved by Board of Aldermen 10/01/25

Mayor Keith Widaman



Product Pages
09.17.25

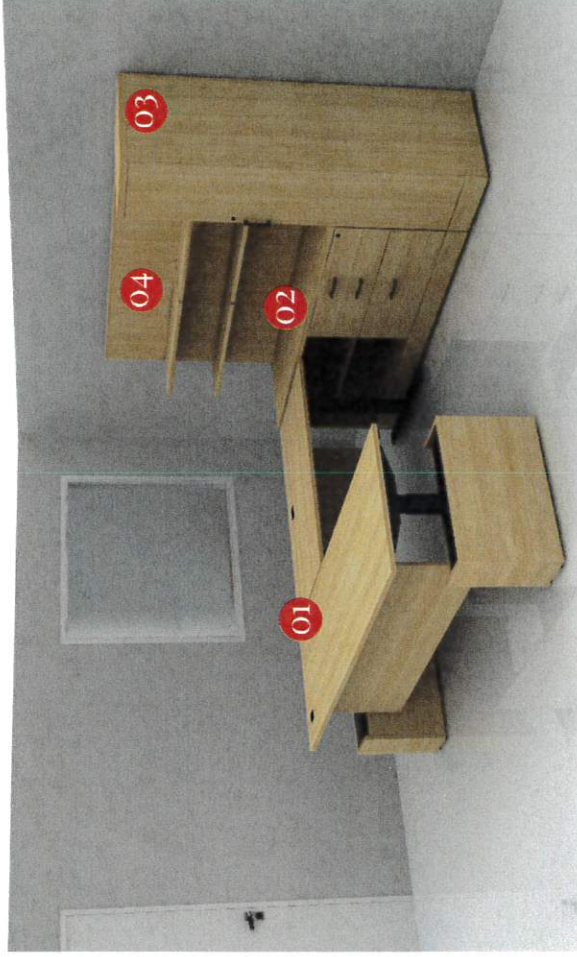
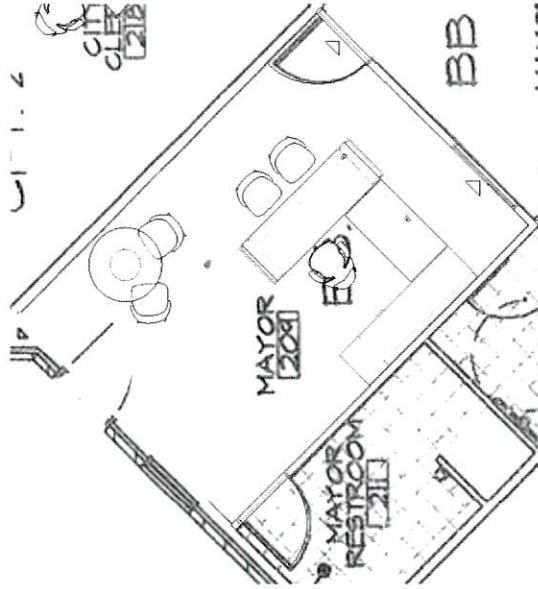


Dardenne Prairie City Hall

Mayor Office



- 01** L-Shape Height Adjustable Desk w/ Leg Shrouds, 82" w x 29" d Front Surface, 52" w x 29" d Return
- 02** Credenza w/ BoxFile and Open Shelf, 72" w x 20" d x 23.75" h
- 03** Single Door Wardrobe Cabinet, 15" w x 24" d x 71.9" h Full Length Hanging Rod, 1 Adj. Shelf Above Rod
- 04** Wall Panels w/ Floating Shelves, (2) 36" w 14.25" d x 71.9" h
- 05** Round Table w/ Drum Base, 42" Dia. x 28" h



Black Square Edge Handle



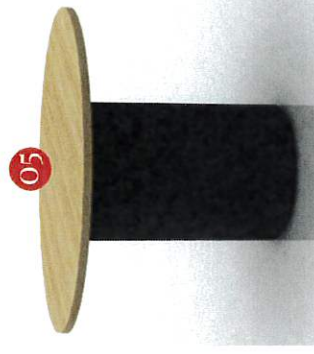
1.5" Top, Bicut Edge



Sheer Beauty Laminate



Black Height Adj Leg Finish and Drum Base



05

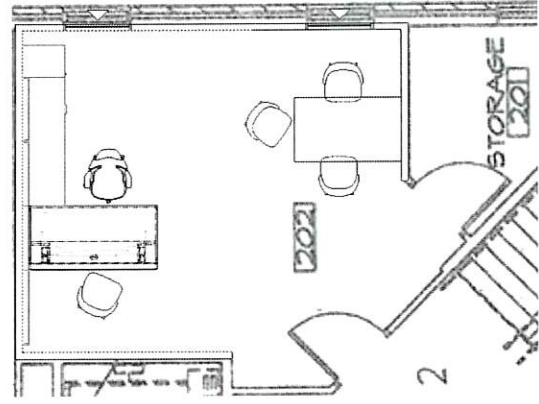
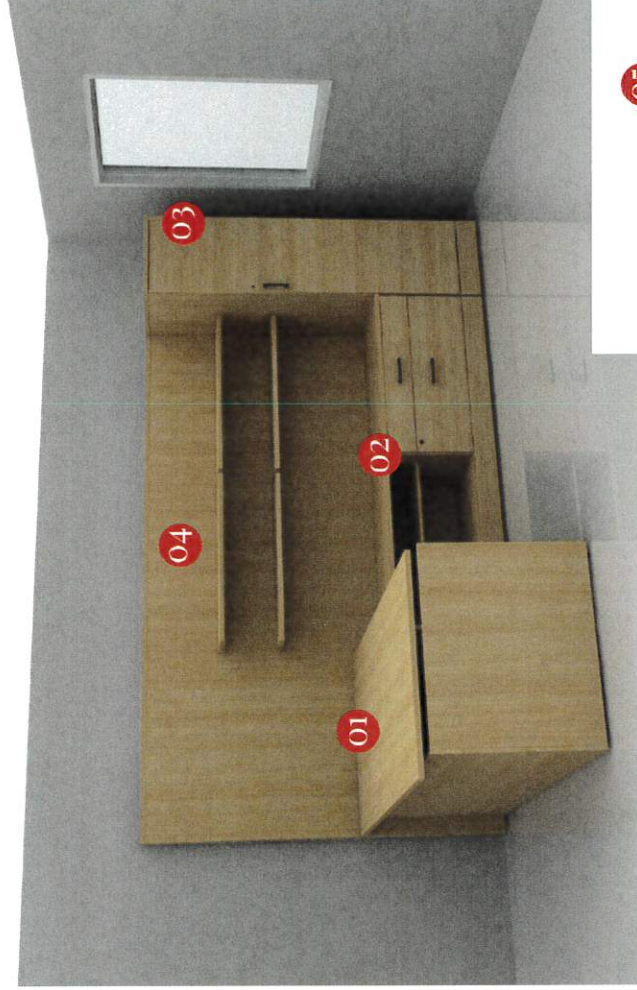
Images are representations only. Refer to detailed specifications for actual descriptions, features, and dimensions.

PRODUCTS

City Administrator



- 01** Height Adjustable Desk, 72" w x 36" d
- 02** Credenza w/ Box/File and Open Shelf, 72" w x 20" d x 23.75" h
- 03** Single Door Wardrobe Cabinet, 15" w x 24" d x 71.9" h
Full Length Hanging Rod, 1 Adj. Shelf Above Rod
- 04** Wall Panels w/ Floating Shelves
- 05** Rectangular Table, 60" w x 36" d



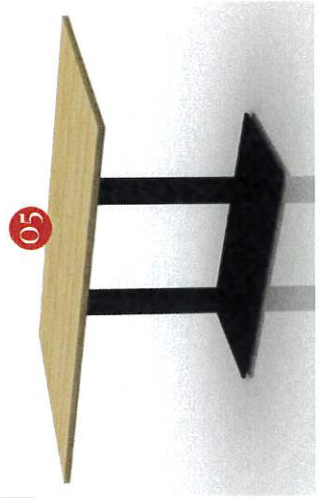
Black
Square Edge
Handle



Sheer Beauty
Laminate



Black
Height Adj Leg Finish
and Table Base



05

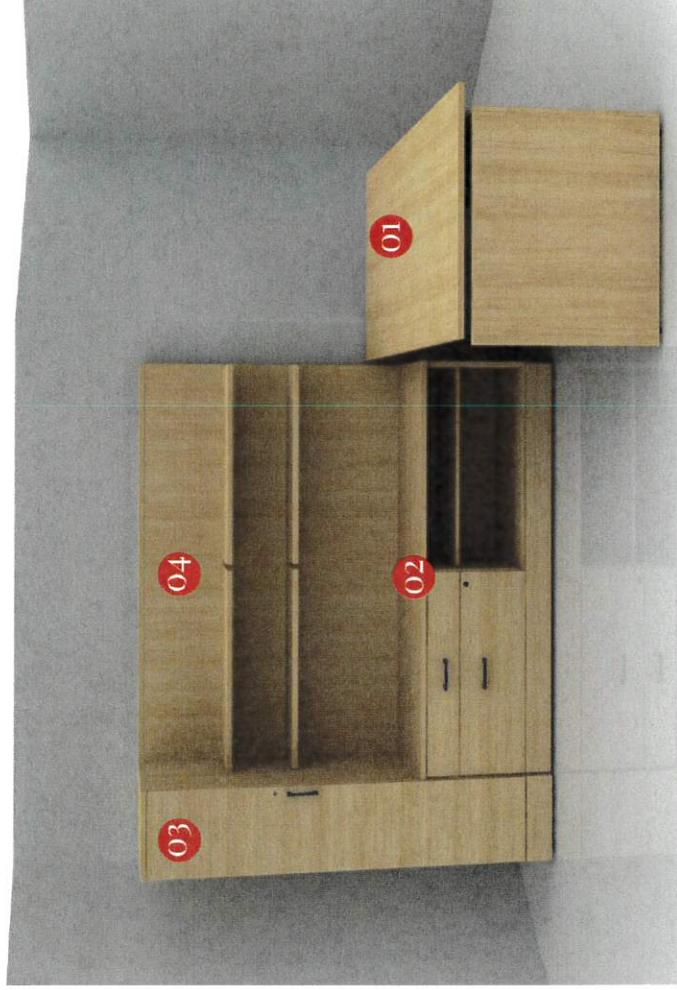
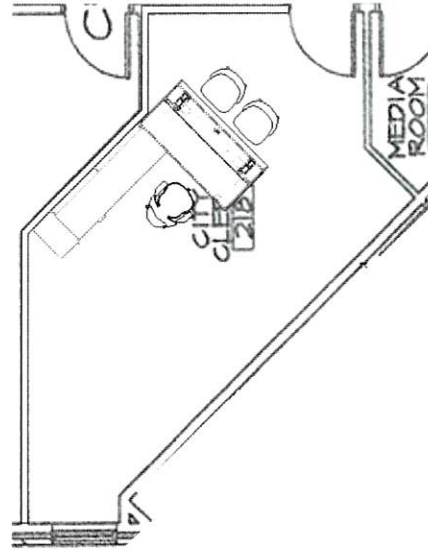
Images are representations only. Refer to detailed specifications for actual descriptions, features, and dimensions.

PRODUCTS

City Engineer



- 01** Height Adjustable Desk, 72" w x 36" d
- 02** Credenza w/ Box/File and Open Shelf, 72" w x 20" d x 23.75" h
- 03** Single Door Wardrobe Cabinet, 15" w x 24" d x 71.9" h
Full Length Hanging Rod, 1 Adj. Shelf Above Rod
- 04** Wall Panels w/ Floating Shelves



Black
Square Edge
Handle



Sheer Beauty
Laminate



Black
Height Adj Leg Finish

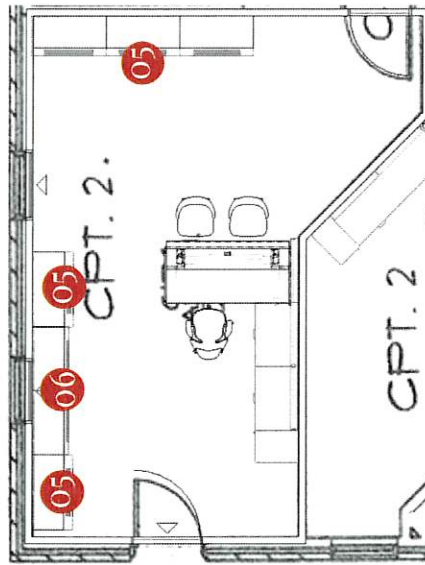
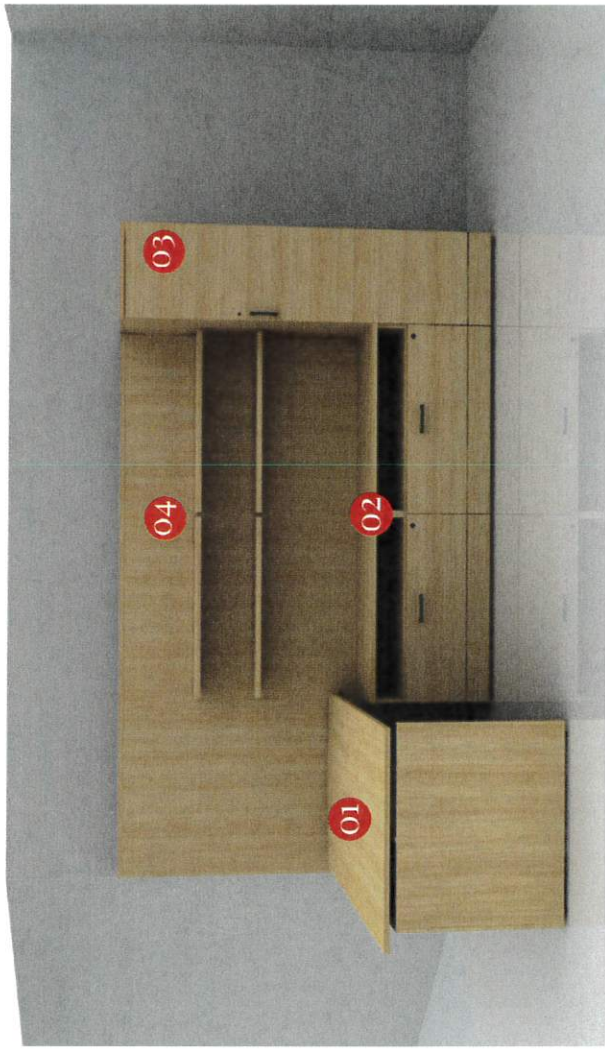
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PRODUCTS

City Clerk



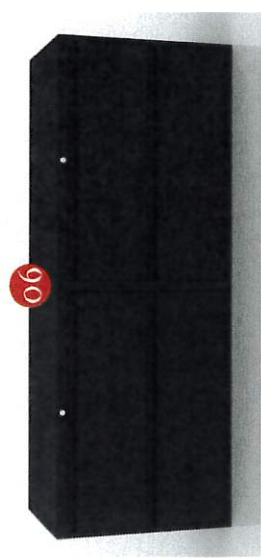
- 01** Height Adjustable Desk, 72" w x 36" d
- 02** Open/File Credenzas, 72" w x 20" d x 23.75" h
- 03** Single Door Wardrobe Cabinet, 15" w x 24" d x 71.9" h
Full Length Hanging Rod, 1 Adj. Shelf Above Rod
- 04** Wall Panels w/ Floating Shelves
- 05** Existing 4H Files
- 06** (2) 2H Lateral Files



Black
Square Edge
Handle

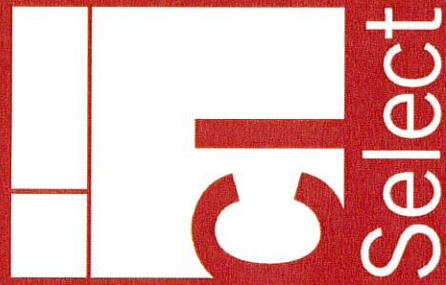
Sheer Beauty
Laminate

Black
Height Adj Leg Finish
and Lateral Files



Images are representations only. Refer to detailed specifications for actual descriptions, features, and dimensions.

Thank
You!





St. Louis
 11840 Westline Industrial Drive
 St. Louis, MO 63146

DEPOSIT INVOICE

Date: 9/26/2025

CI Select Contact:

Kalene Archer

Prepared For :

City of Dardenne Prairie
 Cathy Pratt
 2032 Hanley Road
 Dardenne Prairie MO 63368
 P: 636.755.5311

Invoice # 9895

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
CITY ADMINISTRATOR						
1	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA	\$1,191.60	\$1,191.60
2	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA	\$545.40	\$545.40
3	GLB	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA	\$919.80	\$919.80
4	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$694.35	\$694.35
5	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA	\$412.65	\$412.65
6	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$516.60	\$1,033.20
7	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA	\$243.00	\$486.00
8	GLB	1	GRTD5TP	36"d x 60"w x 1"h, TFL, Flat Edge, Rectangular, Top Only, 1 Dual Column Base Required, Use w/ GDCB36H28, SWAP, TABLES	\$314.10	\$314.10

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
9	GLB	1	GDCB36H28	36"w x 19"d x 28"h, Rectangular Plate Base, Seated Height, Plate Base w/ Two 3" Dia x 28"H Columns, Fully Assembled, 1/2" Adj. Glides, Use with GRTDxxx, GRCDxxx or GBTDxxx, SWAP, TABLES	\$1,164.60	\$1,164.60

CITY CLERK

10	GLB	2	1936P-2F12	19.25"d x 36"w x 27.14"h, 2 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING	\$465.75	\$931.50
11	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA	\$1,191.60	\$1,191.60
12	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA	\$545.40	\$545.40
13	GLB	2	Z36M2HFN	20"d x 36"w x 23.75"h, 1.5 High Storage Module, Open Shelf on Top, Lateral File on Bottom, ZIRA	\$578.70	\$1,157.40
14	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$694.35	\$694.35
15	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$516.60	\$1,033.20
16	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA	\$412.65	\$412.65
17	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA	\$243.00	\$486.00

CITY ENGINEER

18	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA	\$1,191.60	\$1,191.60
19	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA	\$545.40	\$545.40
20	GLB	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA	\$919.80	\$919.80

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
21	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$694.35	\$694.35
22	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA	\$412.65	\$412.65
23	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$516.60	\$1,033.20
24	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA	\$243.00	\$486.00
MAYOR OFFICE						
25	GLB	1	A42R	42"d x 42"w x 1-1/2"h, Round Top Only, For use w/cross base, drum base or four monoposts, ADAPTABILITIES	\$294.30	\$294.30
26	GLB	1	A18Z	18"d x 18"w x 28"h, Drum Base for A36R or A42R and 72", 96", 120" or 144" wide tops, (black finish), ADAPTABILITIES	\$370.80	\$370.80
27	GLB	1	ZH3084TB	29"d x 82"w, Top and 15"h Modesty Panel, Height Adjustable Frame Sold Separately, ZIRA	\$705.60	\$705.60
28	GLB	1	ZPHAT2952	29"d x 52"w, Rectangular Height Adjustable Top, (Height Adjustable Base Sold Separate), Cannot be used on FreeFit Benching, ZIRA	\$341.10	\$341.10
29	GLB	1	FT51LRNL	3rd Leg Kit, 2 Stage Column, Use with a 23"d Top, Base can accommodate 47"w-59"w Return, Use w/ a 29"d top, Base can accommodate 41"w thru 59"w Return (Return Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS	\$414.00	\$414.00
30	GLB	1	FT52LF30	30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS	\$698.40	\$698.40
31	GLB	2	FTB29	29"d x 9"w x 18"h, Laminate Leg Shroud for T-Leg w/Felt Liner on Top, FREEFIT	\$283.50	\$567.00
32	GLB	1	Z48LMP	42"w x 18"h x .69"d, Laminate Desktop Modesty Panel, ZIRA	\$105.30	\$105.30

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
37	GLB	1	Z72LMP	66"w x 18"h x .69"d, Laminate Desktop Modesty Panel, ZIRA	\$139.50	\$139.50
38	GLB	1	Z2072BBOR	20"d x 72"w x 29.5"h, Credenza, Open Storage Cabinet on Left w/1 Shelf, Box/Box/Lateral on Right, ZIRA	\$1,183.95	\$1,183.95
38	GLB	1	Z15L7WAR	24"d x 15"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$652.05	\$652.05
38	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$533.25	\$1,066.50
37	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA	\$243.00	\$486.00

W - DELIVERY

38	CID	1	DELIVERY	Delivery Cost, Regular Hours	\$673.33	\$673.33
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Y-ADMIN/DESIGN

39	CPM	1	ADMIN/DESIGN FEE	CI Select Admin & Design Fee	\$1,198.15	\$1,198.15
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Z - INSTALL

40	ASI	1	INSTALLATION	Installation Cost, Regular Hours, Non-Union Labor to include the following:	\$4,266.67	\$4,266.67
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			TAX EXEMPT		\$0.00	\$0.00
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Grand Total: \$31,659.45
Deposit Amount: \$15,829.73

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

TERMS AND CONDITIONS OF SALE

Customer & Project Name: _____

Unless otherwise stated in the CI Select proposal and / or signed Customer Contract:

This transaction for the sale of goods and /or services (collectively, the "Product") to Customer ("Customer") is governed by CI Select's Standard Terms and Conditions ("Terms").

PRICING: Quote valid for 7 days. Customer purchase authorizations (signed quote or purchase order) should be sent to the Workplace Consultant. Final contract pricing subject to change if manufacturer tariff, fuel, freight, and/or surcharge apply. These costs are estimated. Actual will be invoiced.

DEPOSIT AND TERMS OF PAYMENT: CI Select will require a deposit of 50% of the total purchase price prior to order placement. CI Select is not responsible for price increases or delays in order placement while deposit is in transit. Payment shall be net cash thirty (30) days from the invoice date. Past due invoices are subject to an interest charge of one and one-half percent (1.5%) per month (18% per annum). Payments are due in United States dollars. CI Select's acceptance of partial payment shall not constitute a waiver of its right to full payment.

CI Select hereby retains, and Customer hereby grants to CI Select, a purchase money security interest in the merchandise until the entire price is paid in full. Nothing in this agreement shall serve to void CI Select's right to file a lien or claim on its behalf in the event of untimely payments made by the Customer. Nothing in this contract agreement shall require CI Select to continue performance if timely payments are not made to CI Select for suitably performed work or stored materials. Customer agrees to pay all expenses, attorney fees and court costs, which CI Select incurs by reason of Customer's default or non-payment.

FEES: A 3.5% convenience fee will apply to credit card payments. If a contractor is purchasing the product on behalf of the Customer, a 3% administration fee will apply.

CANCELLATIONS AND CHANGES: In the event this proposal is accepted (confirmed) by the Customer and becomes an Order, it is understood and agreed that it cannot be canceled except by mutual written consent (changes or cancellation fees charged by the vendor will be Customer's responsibility). The Customer's order confirmation is final and binding. Customer is subject to manufacturer price increase prior to order placement, as well as applicable state and local taxes. CI Select will accept written change orders signed by an authorized representative of the Customer prior to commencing such work and are subject to CI Select's and manufacturer's ability to conform. Resulting additional charges from the manufacturer shall be paid by the Customer, up to and including an amount for normal overhead and profit. Customer shall not charge back to CI Select costs for labor, service, materials, or otherwise unless ordered in writing and accepted by an authorized representative of the CI Select.

DELIVERY; TITLE: Unless otherwise specified in writing, the price quoted is F.O.B. shipping point. Title to the finished product shall pass to Customer upon delivery of the Product to a common carrier.

STORAGE AND INSURANCE: If the Customer does not accept delivery of Product purchased by CI Select for the Customer's benefit for more than thirty (30) days, CI Select may assess storage charges at the rate of \$95/mo. per 192 cubic foot bay. This statement does not apply for Customer-owned property not related to purchase.

DELIVERY AND INSTALLATION: In the event that delivery and/or installation is required as part of this proposal, and unless otherwise noted, installation is based on normal working hours (8-4), Monday through Friday. *Customer's premises should be in proper condition for receipt and installation of product, clear of debris, and with ample access to elevators, docks, and building entrances with no other trades on site.* Modifications to anticipated installation schedule and/or

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

Improper site conditions may incur additional charges. An authorized agent of the Customer must note imperfections or deficiencies at the time of delivery and installation. Once the Product is placed with a common carrier, any risk of loss or damage to the Product is the responsibility of the Customer, notwithstanding any freight or damage claims CI Select will manage on Customer's behalf.

WORKMANSHIP: All workmanship is guaranteed against defects for a period of one (1) year from date of installation. The exclusive remedy shall be that CI Select will replace or repair any part of its work which is found to be defective, and at CI Select's sole discretion. CI Select will not be responsible for special, incidental, or consequential damages. CI Select will not be responsible for damage to its work by other parties or for improper use of equipment by others.

WARRANTY: CI Select offers no additional warranties beyond those offered by the manufacturers and expressly disclaims all other warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular use.

FORCE MAJEURE AND DELAYS: CI Select will not be responsible for delays caused by strikes or labor disputes, lockouts, fire, flood, war, terrorist events, delays of carriers/transportation or suppliers, governmental acts, and regulations, or acts of God.

CI Select shall not be held responsible for delays in shipment and/or installation due to circumstances beyond CI Select's reasonable control. Delays so caused shall not release Customer from its obligations to accept and pay for the merchandise. No payment shall be withheld on any invoice because of partial delivery of the entire order. In the event that construction delays, or other causes not within CI Select's control, force postponement of the installation, the Product will be stored until installation can resume and will be considered accepted by the Customer for purposes of payment. In such event, a progress payment of 90% of the purchase price will be required. Customer is responsible for all costs of double-handling and re-delivery, and is subject to storage charges aforementioned if goods are held in our warehouse for more than thirty (30) days. In addition, CI Select shall not be responsible for concealed damage of Product held for more than ten (10) days.

TARIFFS AND TAXES: Customer acknowledges that pricing and costs associated with the Product are subject to change due to unforeseen external factors, including but not limited to government-imposed tariffs, trade regulations, surcharges, and import duties. In the event that such tariffs or regulatory changes result in increased costs, CI Select reserves the right to adjust pricing accordingly. Any additional charges will be communicated to the Customer prior to finalizing the order. CI Select shall not be liable for any cost increases beyond its control.

Appropriate state and local sales, use, property and other similar taxes, tariffs, and any customs duties, excise tax, value added tax, processing tax or any levy or imposition which CI Select now or hereafter will be required to pay to any authoritative governmental body as a result of these Terms, either on its behalf or on behalf of Customer, will be added to all applicable invoices and Customer shall be responsible for reimbursement to CI Select on any such invoices. Customer may provide CI Select with an exemption certificate, prepared as per applicable law, or any other evidence reasonably acceptable to CI Select that any such taxes do not apply to goods and services provided to Customer by CI Select.

INDEMNIFICATION: CI Select and Customer (Indemnifying Party) will indemnify, defend, and hold harmless the other Party, its affiliates and officers, directors, employees, agents, successors, and assigns (the Indemnified Parties) against all losses from third-party claims relating to the Indemnifying Party's: (i) breach of any provision of this Agreement or Purchase Order; (ii) gross negligence or willful misconduct; (iii) violation of applicable laws; (iv) negligent conduct or inaction that leads to damages to, destruction of, or loss of property or the injury or death of a person.

FINANCING: Financing options available. Reach out to your Workplace Consultant for more information.

INVOICING: CI Select reserves the right and will progress bill monthly for the value of work completed plus the amount

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

of Product shipped and/or stored on or off site. Final invoice shall be submitted to the Customer when the proposal is completed.

PROPOSAL COMPLETION: CI Select's obligation under this proposal is considered terminated upon final Installation of the proposal and removal of CI Select's equipment from the premises.

To submit payment via ACH:

Account Name: Corporate Interiors, Inc. dba CI Select
 BankName: UMB Bank
 Account #: 71325342
 Routing #: 021052053
 **Please email ACH remittance information to
 thankyou4yourbusiness@ciselect.com

Remit To Address:
 Corporate Interiors, Inc. dba CI Select
 11840 WestlineIndustrial Dr.
 Suite 100
 St. Louis, MO 63146



St. Louis
11840 Westline Industrial Drive
St. Louis, MO 63146

QUOTE

Date: 9/26/2025

CI Select Contact:
Kalene Archer

Prepared For:

City of Dardenne Prairie
Cathy Pratt
2032 Hanley Road
Dardenne Prairie MO 63368
P: 636.755.5311

Install Address:

City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie MO 63368

Quote# 9895

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
CITY ADMINISTRATOR						
1	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA	\$1,191.60	\$1,191.60
			Material Type {19}	TFL M-Thermally Fused Laminate, High Performance (1" Thick)		
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Wire Management Finish {91}	BK M-Black BLK		
			Grommet/Electric Cut-Out Opt - LT Pos.	~ Grommet/Electrical Not Required - Left Position		
			Grommet/Electric Cut-Out Opt - CTR Pos.	~ Grommet/Electrical Not Required - Center Position		
			Grommet/Electric Cut-Out Opt - RT Pos.	~POS3 Grommet/Electrical Cut-Out Options - Right Position		
			Grommet/Electric Cut-Out Opt - RT Pos. {72}	AG3 M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Global Monitor Arms)		
			Custom Grommet Location (Application Drawing Required)	~ Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
2	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA	\$545.40	\$545.40
			HA Leg Finish {20}	BLK 1-Black, Leg Finish BLK		
			HA Base Width Options Long Frame	~3672SH 36"d x 72"w for Desk Shell for Desk Shell No Pedestal (Match Desk Width)		
			HA Base Width Type	M M-72" + 84"w Base Width (Match Desk Width)		
			HA Handset Type	~ZH Freefit Handset Type		
			HA Handset Type {80}	S P-(STD) Up/Down Handset		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
3	GLB	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA	\$919.80	\$919.80
			Material Type {19}	TFL M-Thermally Fused Laminate, High Performance (1" Thick)		
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Handle Type	~HAN Handle Option (Required)		
			Handle Type {80}	HU P-Square Edge Handle - Black		
			Keys{40}	K-401 C-Keyed for Lock #401		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
4	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$694.35	\$694.35
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Handle Type	~HAN Handle Option (Required)		
			Handle Type {80}	HU P-Square Edge Handle - Black		
			Keys{40}	K-401 C-Keyed for Lock #401		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
5	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA	\$412.65	\$412.65
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Wall Finish {50}	~ZBSE Zira Wall Finish		
			Wall Finish {F2}	SBY 2-Sheer Beauty SBY		
			Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~ Grommet Not Required		
			Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~ Grommet/Electrical Not Required - Center Position		
			Custom Grommet Location (Application Drawing Required)	~ Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
6	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$516.60	\$1,033.20

Line	MFG	Qty	Model #	Description	Sell Price			
					Unit	Extended		
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Wall Finish {50}	~ZBSE	Zira Wall Finish		
				Wall Finish {F2}	SBY	2-Sheer Beauty SBY		
				Shelf Finish	~ZSHELF	Zira Shelf Finish		
				Shelf Finish {65}	SBY	2-Sheer Beauty SBY		
				Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~	Grommet Not Required		
				Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~	Grommet/Electrical Not Required - Center Position		
				Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
7	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA			\$243.00	\$486.00
				End Cap Finish {50}	~ZBSE	End Cap Finish		
				End Cap Finish - {F2}	SBY	2-Sheer Beauty SBY		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
8	GLB	1	GRTD5TP	36"d x 60"w x 1"h, TFL, Flat Edge, Rectangular, Top Only, 1 Dual Column Base Required, Use w/ GDCB36H28, SWAP, TABLES			\$314.10	\$314.10
				Laminate Top Type {30}	~	(STD) Thermally Fused Laminate, High Performance (1" Thick")		
				Laminate Top Finish {20}	~SWT	SWAP Laminate Top Finish		
				Laminate Top Finish {F1}	SBY	1-Sheer Beauty SBY		
				Edge Type {45}	FE	F-2mm Flat Edge (Standard)		
				Standard Edge Finish {46}	SBY	M-Sheer Beauty, Edge SBY		
				Grommet/Electric Cut-Out Opt - CTR Pos.	~	Power Block/Electrical Not Required - Center Position		
				Custom Cut-Out Locations (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
9	GLB	1	GDCB36H28	36"w x 19"d x 28"h, Rectangular Plate Base, Seated Height, Plate Base w/ Two 3" Dia x 28"H Columns, Fully Assembled, 1/2" Adj. Glides, Use with GRTDxxx, GRCDxxx or GBTDxxx, SWAP, TABLES			\$1,164.60	\$1,164.60
				Base Finish {50}	~SWB	SWAP Base Finish		
				Base Finish {F2}	TBL	2-Black TBL		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		

Subtotal: \$6,761.70

CITY CLERK

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
10	GLB	2	1936P-2F12	19.25"d x 36"w x 27.14"h, 2 Fixed Drawers, CW Std, 1900P SERIES, UNIVERSAL FILING	\$465.75	\$931.50
			Metal File Case & Storage Front Paint Finishes	~STD	Metal File Case & Storage Front Paint Finishes (Global Standard Paint Finishes)	
			Global Standard Paint Finishes {20}	LAFC	Global Standard Colors	
			Global Standard Colors {F1}	BLK	1-Black BLK	
			Lock Option {40}	W402	C-Keyed For Lock #W402	
			Commercial or GSA Offering	~STD	Commercial Furniture Offering	
11	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA	\$1,191.60	\$1,191.60
			Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	
			Top Finish {20}	SBY	1-Sheer Beauty SBY	
			Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge	
			Base Finish {50}	~ZBSE	Zira Chassis Finish	
			Base Finish - {F2}	SBY	2-Sheer Beauty SBY	
			Wire Management Finish {91}	BK	M-Black BLK	
			Grommet/Electric Cut-Out Opt - LT Pos.	~	Grommet/Electrical Not Required - Left Position	
			Grommet/Electric Cut-Out Opt - CTR Pos.	~	Grommet/Electrical Not Required - Center Position	
			Grommet/Electric Cut-Out Opt - RT Pos.	~POS3	Grommet/Electrical Cut-Out Options - Right Position	
			Grommet/Electric Cut-Out Opt - RT Pos. {72}	AG3	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Global Monitor Arms)	
			Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location	
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering	
12	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA	\$545.40	\$545.40
			HA Leg Finish {20}	BLK	1-Black, Leg Finish BLK	
			HA Base Width Options Long Frame	~3672SH	36"d x 72"w for Desk Shell for Desk Shell No Pedestal (Match Desk Width)	
			HA Base Width Type	M	M-72" + 84"w Base Width (Match Desk Width)	
			HA Handset Type	~ZH	Freedit Handset Type	
			HA Handset Type {80}	S	P-(STD) Up/Down Handset	
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering	
13	GLB	2	Z36M2HFN	20"d x 36"w x 23.75"h, 1.5 High Storage Module, Open Shelf on Top, Lateral File on Bottom, ZIRA	\$578.70	\$1,157.40
			Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)	
			Top Finish {20}	SBY	1-Sheer Beauty SBY	

Line	MFG	Qty	Model #	Description	Sell Price			
					Unit	Extended		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Base Finish {50}	~ZBSE	Zira Chassis Finish		
				Base Finish - {F2}	SBY	2-Sheer Beauty SBY		
				Handle Type	~HAN	Handle Option (Required)		
				Handle Type {80}	HU	P-Square Edge Handle - Black		
				Keys{40}	K-402	C-Keyed for Lock #402		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
14	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA			\$694.35	\$694.35
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Base Finish {50}	~ZBSE	Zira Chassis Finish		
				Base Finish - {F2}	SBY	2-Sheer Beauty SBY		
				Handle Type	~HAN	Handle Option (Required)		
				Handle Type {80}	HU	P-Square Edge Handle - Black		
				Keys{40}	K-402	C-Keyed for Lock #402		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
15	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA			\$516.60	\$1,033.20
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Wall Finish {50}	~ZBSE	Zira Wall Finish		
				Wall Finish {F2}	SBY	2-Sheer Beauty SBY		
				Shelf Finish	~ZSHELF	Zira Shelf Finish		
				Shelf Finish {65}	SBY	2-Sheer Beauty SBY		
				Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~	Grommet Not Required		
				Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~	Grommet/Electrical Not Required - Center Position		
				Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Locationn		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
16	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA			\$412.65	\$412.65
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Wall Finish {50}	~ZBSE	Zira Wall Finish		

Line	MFG	Qty	Model #	Description	Sell Price		
					Unit	Extended	
			Wall Finish {F2}	SBY	2-Sheer Beauty SBY		
			Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~	Grommet Not Required		
			Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~	Grommet/Electrical Not Required - Center Position		
			Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
17	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA		\$243.00	\$486.00
			End Cap Finish {50}	~ZBSE	End Cap Finish		
			End Cap Finish - {F2}	SBY	2-Sheer Beauty SBY		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
Subtotal:							\$6,452.10

CITY ENGINEER

18	GLB	1	ZH3672NP	36"d x 72"w x 29.5"h-49"h, Freestanding Height Adjustable Desk Shell, 2 Faux Pedestals, Top Inset 1" on Left, Right & User Side, Height Adjustable Frame Sold Separately, ZIRA		\$1,191.60	\$1,191.60
			Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)		
			Top Finish {20}	SBY	1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE	Zira Chassis Finish		
			Base Finish - {F2}	SBY	2-Sheer Beauty SBY		
			Wire Management Finish {91}	BK	M-Black BLK		
			Grommet/Electric Cut-Out Opt - LT Pos.	~	Grommet/Electrical Not Required - Left Position		
			Grommet/Electric Cut-Out Opt - CTR Pos.	~	Grommet/Electrical Not Required - Center Position		
			Grommet/Electric Cut-Out Opt - RT Pos.	~POS3	Grommet/Electrical Cut-Out Options - Right Position		
			Grommet/Electric Cut-Out Opt - RT Pos. {72}	AG3	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Global Monitor Arms)		
			Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
19	GLB	1	FTZ52LFNL	24"d, 2 Stage Column, Use w/ Straight 84" Wide Zira HA Pedestal Desk or 66" thru 84" Wide No Pedestal Desk, Height Adjustable Programmable Base Only (HA Desk Sold Separate), ZIRA		\$545.40	\$545.40
			HA Leg Finish {20}	BLK	1-Black, Leg Finish BLK		
			HA Base Width Options Long Frame	~3672SH	36"d x 72"w for Desk Shell for Desk Shell No Pedestal (Match Desk Width)		
			HA Base Width Type	M	M-72" + 84"w Base Width (Match Desk Width)		
			HA Handset Type	~ZH	Freedit Handset Type		
			HA Handset Type {80}	S	P-(STD) Up/Down Handset		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
20	GLB	1	Z2072HBFR	20"d x 72"w x 23.75"h, Credenza, 1.5 High Open Storage Cabinet on Left, 1.5 High Box/Lateral on Right w/1 Shelf, ZIRA	\$919.80	\$919.80
			Material Type {19}	TFL M-Thermally Fused Laminate, High Performance (1" Thick)		
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Handle Type	~HAN Handle Option (Required)		
			Handle Type {80}	HU P-Square Edge Handle - Black		
			Keys{40}	K-403 C-Keyed for Lock #403		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
21	GLB	1	Z18L7WAR	24"d x 18"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$694.35	\$694.35
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Handle Type	~HAN Handle Option (Required)		
			Handle Type {80}	HU P-Square Edge Handle - Black		
			Keys{40}	K-403 C-Keyed for Lock #403		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
22	GLB	1	ZWHP3672	36"w x 71.9"h, Wall Mounted Panel, ZIRA	\$412.65	\$412.65
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	A3 F-1" Top, Standard Edge		
			Wall Finish {50}	~ZBSE Zira Wall Finish		
			Wall Finish {F2}	SBY 2-Sheer Beauty SBY		
			Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~ Grommet Not Required		
			Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~ Grommet/Electrical Not Required - Center Position		
			Custom Grommet Location (Application Drawing Required)	~ Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
23	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA	\$516.60	\$1,033.20

Line	MFG	Qty	Model #	Description	Sell Price			
					Unit	Extended		
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	A3	F-1" Top, Standard Edge		
				Wall Finish {50}	~ZBSE	Zira Wall Finish		
				Wall Finish {F2}	SBY	2-Sheer Beauty SBY		
				Shelf Finish	~ZSHELF	Zira Shelf Finish		
				Shelf Finish {65}	SBY	2-Sheer Beauty SBY		
				Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~	Grommet Not Required		
				Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~	Grommet/Electrical Not Required - Center Position		
				Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
24	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA			\$243.00	\$486.00
				End Cap Finish {50}	~ZBSE	End Cap Finish		
				End Cap Finish - {F2}	SBY	2-Sheer Beauty SBY		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		

Subtotal: \$5,283.00

MAYOR OFFICE

25	GLB	1	A42R	42"d x 42"w x 1-1/2"h, Round Top Only, For use w/cross base, drum base or four monoposts, ADAPTABILITIES			\$294.30	\$294.30
				Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)		
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Table Top Edge Type {45}	CR	F-1.5" Top, Bicut Edge		
				Grommet/Electric Cut-Out Opt - CTR Pos.	~	Grommet/Electrical Not Required - Center Position		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
26	GLB	1	A18Z	18"d x 18"w x 28"h, Drum Base for A36R or A42R and 72", 96", 120" or 144" wide tops, (black finish), ADAPTABILITIES			\$370.80	\$370.80
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
27	GLB	1	ZH3084TB	29"d x 82"w, Top and 15"h Modesty Panel, Height Adjustable Frame Sold Separately, ZIRA			\$705.60	\$705.60
				Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)		
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	CR	F-1.5" Top, Bicut Edge		
				Base Finish {50}	~ZBSE	Zira Chassis Finish		

Line	MFG	Qty	Model #	Description	Sell Price			
					Unit	Extended		
				Base Finish - {F2}	SBY	2-Sheer Beauty SBY		
				Modesty Panel Type {85}	~	15"h Laminate Modesty (STD)		
				Grommet/Electric Cut-Out Opt - LT Pos.	~	Grommet/Electrical Not Required - Left Position		
				Grommet/Electric Cut-Out Opt - CTR Pos.	~	Grommet/Electrical Not Required - Center Position		
				Grommet/Electric Cut-Out Opt - RT Pos.	~POS3	Grommet/Electrical Cut-Out Options - Right Position		
				Grommet/Electric Cut-Out Opt - RT Pos. {72}	AG3	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Global Monitor Arms)		
				Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
28	GLB	1	ZPHAT2952	29"d x 52"w, Rectangular Height Adjustable Top, (Height Adjustable Base Sold Separate), Cannot be used on FreeFit Benching, ZIRA			\$341.10	\$341.10
				Material Type {19}	TFL	M-Thermally Fused Laminate, High Performance (1" Thick)		
				Top Finish {20}	SBY	1-Sheer Beauty SBY		
				Top Thickness/ Edge Type {45}	CR	F-1.5" Top, Bicut Edge		
				Grommet/Electric Cut-Out Opt - LT Pos.	~	Grommet/Electrical/Villa Not Required - Left Position		
				Grommet/Electric Cut-Out Opt - CTR Pos.	~POS2	Grommet/Electrical/Villa Cut-Out Options - Center Position		
				Grommet/Electric Cut-Out Opt - CTR Pos. {71}	AG2	M-Grommet Cover (Black), Cut-Out 3.25" x 1.875" (Accepts Global Monitor Arms)		
				Grommet/Electric Cut-Out Opt - RT Pos.	~	Grommet/Electrical/Villa Not Required - Right Position		
				Custom Grommet/ Electrical/ Villa Location (Application Drawing Required)	~	Grommet/Electrical/Villa Not Required - Custom Grommet Location		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
29	GLB	1	FT51LRNL	3rd Leg Kit, 2 Stage Column, Use with a 23"d Top, Base can accommodate 47"w-59"w Return, Use w/ a 29"d top, Base can accommodate 41"w thru 59"w Return (Return Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS			\$414.00	\$414.00
				Leg Finish {20}	~FLC	Freefit Leg Finish		
				Leg Finish {F1}	BLK	1-Black, Leg Finish BLK		
				Split Cables Off Factory Order - Required (Order Entry) {*I}	LINAK	M-Split Cables Off Factory Order - Required (Order Entry)		
				Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
30	GLB	1	FT52LF30	30"d, 2 Stage Column, Height Adjustable Base Only, Long Frame used/w64"w - 82"w Tops, (Tops Sold Separate), FREEFIT, PRODUCTIVITY SOLUTIONS			\$698.40	\$698.40
				Leg Finish {20}	~FLC	Freefit Leg Finish		
				Leg Finish {F1}	BLK	1-Black, Leg Finish BLK		
				Foot Type Configuration	~FFTC	Freefit Foot Type Configuration Options		
				Foot Type Configuration {45}	TL	A-TL Foot Configuration (CAD Image Defaults to C Foot)		
				Handset Type	~FFH	Freefit Handset Type		
				Handset Type {80}	D	P-Digital Readout Handset		
				Split Cables Off Factory Order - Required (Order Entry) {*I}	LINAK	M-Split Cables Off Factory Order - Required (Order Entry)		

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
				Commercial GSA Offering ~NGSA Commercial Furniture Offering		
31	GLB	2	FTB29	29"d x 9"w x 18"h, Laminate Leg Shroud for T-Leg w/Felt Liner on Top, FREEFIT	\$283.50	\$567.00
			Laminate Shroud Finish {20}	~BR2L Freefit Laminate Shroud Finish for C-Leg		
			Laminate Shroud Finish {F1}	SBY 1-Sheer Beauty SBY		
			Shroud PVC Finish	~FREPV Freefit Laminate PVC Finish		
			Shroud PVC Finish {45}	SBY M-Sheer Beauty SBY		
			PET Felt Finish {49}	BLK M-Black, Felt Finish BLK		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
32	GLB	1	Z48LMP	42"w x 18"h x .69"d, Laminate Desktop Modesty Panel, ZIRA	\$105.30	\$105.30
			Laminate Modesty Finish {20}	SBY 1-Sheer Beauty SBY		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
33	GLB	1	Z72LMP	66"w x 18"h x .69"d, Laminate Desktop Modesty Panel, ZIRA	\$139.50	\$139.50
			Laminate Modesty Finish {20}	SBY 1-Sheer Beauty SBY		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
34	GLB	1	Z2072BBOR	20"d x 72"w x 29.5"h, Credenza, Open Storage Cabinet on Left w/1 Shelf, Box/Box/Lateral on Right, ZIRA	\$1,183.95	\$1,183.95
			Material Type {19}	TFL M-Thermally Fused Laminate, High Performance (1" Thick)		
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	CR F-1.5" Top, Bicut Edge		
			Base Finish {50}	~ZBSE Zira Chassis Finish		
			Base Finish - {F2}	SBY 2-Sheer Beauty SBY		
			Handle Type	~HAN Handle Option (Required)		
			Handle Type {80}	HU P-Square Edge Handle - Black		
			Keys{40}	K-404 C-Keyed for Lock #404		
			Commercial GSA Offering	~NGSA Commercial Furniture Offering		
35	GLB	1	Z15L7WAR	24"d x 15"w x 71.9"h, Wardrobe, Right w/Full Length Hanging Rod included, 1 Adj. Shelf above Rod, ZIRA	\$652.05	\$652.05
			Top Finish {20}	SBY 1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	CR F-1.5" Top, Bicut Edge		

Line	MFG	Qty	Model #	Description	Sell Price		
					Unit	Extended	
			Base Finish {50}	~ZBSE	Zira Chassis Finish		
			Base Finish - {F2}	SBY	2-Sheer Beauty SBY		
			Handle Type	~HAN	Handle Option (Required)		
			Handle Type {80}	HU	P-Square Edge Handle - Black		
			Keys{40}	K-404	C-Keyed for Lock #404		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		
36	GLB	2	ZF2S3672	14.25"d x 36"w x 71.9"h, Wall Mounted Panel w/2 Shelves, ZIRA		\$533.25	\$1,066.50

			Top Finish {20}	SBY	1-Sheer Beauty SBY		
			Top Thickness/ Edge Type {45}	CR	F-1.5" Top, Bicut Edge		
			Wall Finish {50}	~ZBSE	Zira Wall Finish		
			Wall Finish {F2}	SBY	2-Sheer Beauty SBY		
			Shelf Finish	~ZSHELF	Zira Shelf Finish		
			Shelf Finish {65}	SBY	2-Sheer Beauty SBY		
			Wall Grommet Cut-Out Option (AG1) - Center Position 26 1/8" AFF	~	Grommet Not Required		
			Wall Grommet Cut-Out Option (AG2) - Center Position 32" AFF	~	Grommet/Electrical Not Required - Center Position		
			Custom Grommet Location (Application Drawing Required)	~	Grommet/Electrical Not Required - Custom Grommet Location		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		

37	GLB	2	ZEFC72	70.5"h, End Cap Filler, Non-Handed, Used w/71.9"h, Wall Mounted Panel with or without Shelves, ZIRA		\$243.00	\$486.00
			End Cap Finish {50}	~ZBSE	End Cap Finish		
			End Cap Finish - {F2}	SBY	2-Sheer Beauty SBY		
			Commercial GSA Offering	~NGSA	Commercial Furniture Offering		

Subtotal: \$7,024.50

W - DELIVERY

38	CID	1	DELIVERY	Delivery Cost, Regular Hours		\$673.33	\$673.33
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Subtotal: \$673.33

Y-ADMIN/DESIGN

39	CPM	1	ADMIN/DESIGN FEE	CI Select Admin & Design Fee		\$1,198.15	\$1,198.15
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Subtotal: \$1,198.15

Z - INSTALL

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended
40	ASI	1	INSTALLATION	Installation Cost, Regular Hours, Non-Union Labor to include the following:	\$4,266.67	\$4,266.67
				(4) Offices		
					Subtotal:	\$4,266.67
TAX EXEMPT					\$0.00	\$0.00
					Grand Total:	\$31,659.45

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

TERMS AND CONDITIONS OF SALE

Customer & Project Name: _____

Unless otherwise stated in the CI Select proposal and / or signed Customer Contract:

This transaction for the sale of goods and /or services (collectively, the "Product") to Customer ("Customer") is governed by CI Select's Standard Terms and Conditions ("Terms").

PRICING: Quote valid for 7 days. Customer purchase authorizations (signed quote or purchase order) should be sent to the Workplace Consultant. Final contract pricing subject to change if manufacturer tariff, fuel, freight, and/or surcharge apply. These costs are estimated. Actual will be invoiced.

DEPOSIT AND TERMS OF PAYMENT: CI Select will require a deposit of 50% of the total purchase price prior to order placement. CI Select is not responsible for price increases or delays in order placement while deposit is in transit. Payment shall be net cash thirty (30) days from the invoice date. Past due invoices are subject to an interest charge of one and one-half percent (1.5%) per month (18% per annum). Payments are due in United States dollars. CI Select's acceptance of partial payment shall not constitute a waiver of its right to full payment. CI Select hereby retains, and Customer hereby grants to CI Select, a purchase money security interest in the merchandise until the entire price is paid in full. Nothing in this agreement shall serve to void CI Select's right to file a lien or claim on its behalf in the event of untimely payments made by the Customer. Nothing in this contract agreement shall require CI Select to continue performance if timely payments are not made to CI Select for suitably performed work or stored materials. Customer agrees to pay all expenses, attorney fees and court costs, which CI Select incurs by reason of Customer's default or non-payment.

FEES: A 3.5% convenience fee will apply to credit card payments. If a contractor is purchasing the product on behalf of the Customer, a 3% administration fee will apply.

CANCELLATIONS AND CHANGES: In the event this proposal is accepted (confirmed) by the Customer and becomes an Order, it is understood and agreed that it cannot be canceled except by mutual written consent (changes or cancellation fees charged by the vendor will be Customers responsibility). The Customer's order confirmation is final and binding. Customer is subject to manufacturer price increase prior to order placement, as well as applicable state and local taxes. CI Select will accept written change orders signed by an authorized representative of the Customer prior to commencing such work and are subject to CI Select's and manufacturer's ability to conform. Resulting additional charges from the manufacturer shall be paid by the Customer, up to and including an amount for normal overhead and profit. Customer shall not charge back to CI Select costs for labor, service, materials, or otherwise unless ordered in writing and accepted by an authorized representative of the CI Select.

DELIVERY; TITLE: Unless otherwise specified in writing, the price quoted is F.O.B. shipping point. Title to the finished product shall pass to Customer upon delivery of the Product to a common carrier.

STORAGE AND INSURANCE: If the Customer does not accept delivery of Product purchased by CI Select for the Customer's benefit for more than thirty (30) days, CI Select may assess storage charges at the rate of \$95/mo. per 192 cubic foot bay. This statement does not apply for Customer-owned property not related to purchase.

DELIVERY AND INSTALLATION: In the event that delivery and/or installation is required as part of this proposal, and unless otherwise noted, installation is based on normal working hours (8-4), Monday through Friday. *Customer's premises should be in proper condition for receipt and installation of product, clear of debris, and with ample access to elevators, docks, and building entrances with no other trades on site.* Modifications to anticipated installation schedule and/or

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

improper site conditions may incur additional charges. An authorized agent of the Customer must note imperfections or deficiencies at the time of delivery and installation. Once the Product is placed with a common carrier, any risk of loss or damage to the Product is the responsibility of the Customer, notwithstanding any freight or damage claims CI Select will manage on Customer's behalf.

WORKMANSHIP: All workmanship is guaranteed against defects for a period of one (1) year from date of installation. The exclusive remedy shall be that CI Select will replace or repair any part of its work which is found to be defective, and at CI Select's sole discretion. CI Select will not be responsible for special, incidental, or consequential damages. CI Select will not be responsible for damage to its work by other parties or for improper use of equipment by others.

WARRANTY: CI Select offers no additional warranties beyond those offered by the manufacturers and expressly disclaims all other warranties including, but not limited to, the implied warranties of merchantability and fitness for a particular use.

FORCE MAJEURE AND DELAYS: CI Select will not be responsible for delays caused by strikes or labor disputes, lockouts, fire, flood, war, terrorist events, delays of carriers/transportation or suppliers, governmental acts, and regulations, or acts of God.

CI Select shall not be held responsible for delays in shipment and/or installation due to circumstances beyond CI Select's reasonable control. Delays so caused shall not release Customer from its obligations to accept and pay for the merchandise. No payment shall be withheld on any invoice because of partial delivery of the entire order. In the event that construction delays, or other causes not within CI Select's control, force postponement of the installation, the Product will be stored until installation can resume and will be considered accepted by the Customer for purposes of payment. In such event, a progress payment of 90% of the purchase price will be required. Customer is responsible for all costs of double-handling and re-delivery, and is subject to storage charges aforementioned if goods are held in our warehouse for more than thirty (30) days. In addition, CI Select shall not be responsible for concealed damage of Product held for more than ten (10) days.

TARIFFS AND TAXES: Customer acknowledges that pricing and costs associated with the Product are subject to change due to unforeseen external factors, including but not limited to government-imposed tariffs, trade regulations, surcharges, and import duties. In the event that such tariffs or regulatory changes result in increased costs, CI Select reserves the right to adjust pricing accordingly. Any additional charges will be communicated to the Customer prior to finalizing the order. CI Select shall not be liable for any cost increases beyond its control.

Appropriate state and local sales, use, property and other similar taxes, tariffs, and any customs duties, excise tax, value added tax, processing tax or any levy or imposition which CI Select now or hereafter will be required to pay to any authoritative governmental body as a result of these Terms, either on its behalf or on behalf of Customer, will be added to all applicable invoices and Customer shall be responsible for reimbursement to CI Select on any such invoices. Customer may provide CI Select with an exemption certificate, prepared as per applicable law, or any other evidence reasonably acceptable to CI Select that any such taxes do not apply to goods and services provided to Customer by CI Select.

INDEMNIFICATION: CI Select and Customer (Indemnifying Party) will indemnify, defend, and hold harmless the other Party, its affiliates and officers, directors, employees, agents, successors, and assigns (the Indemnified Parties) against all losses from third-party claims relating to the Indemnifying Party's: (i) breach of any provision of this Agreement or Purchase Order; (ii) gross negligence or willful misconduct; (iii) violation of applicable laws; (iv) negligent conduct or inaction that leads to damages to, destruction of, or loss of property or the injury or death of a person.

FINANCING: Financing options available. Reach out to your Workplace Consultant for more information.

INVOICING: CI Select reserves the right and will progress bill monthly for the value of work completed plus the amount

Line	MFG	Qty	Model #	Description	Sell Price	
					Unit	Extended

of Product shipped and/or stored on or off site. Final invoice shall be submitted to the Customer when the proposal is completed.

PROPOSAL COMPLETION: CI Select's obligation under this proposal is considered terminated upon final installation of the proposal and removal of CI Select's equipment from the premises.

The undersigned agrees to purchase products and services per the terms and conditions detailed in this proposal and sales agreement.

Client Approval Signature: _____ Date: _____

To submit payment via ACH:

Account Name: Corporate Interiors, Inc. dba CI Select
 BankName: UMB Bank
 Account #: 71325342
 Routing #: 021052053
 **Please email ACH remittance information to
 thankyou4yourbusiness@ciselect.com

Remit To Address:
 Corporate Interiors, Inc. dba CI Select
 11840 WestlineIndustrial Dr.
 Suite 100
 St. Louis, MO 63146

MASTER SIGN PLAN APPLICATION / CHECKLIST

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

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

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

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

Please Note:

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



Applicant's Signature



Date

Owner's Signature

Date

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



D - Weldon Spring Rd. Cabinet Detail



SCALE: 3/16" = 1'
SIMULATED VIEW. ACTUAL APPEARANCE MAY VARY.

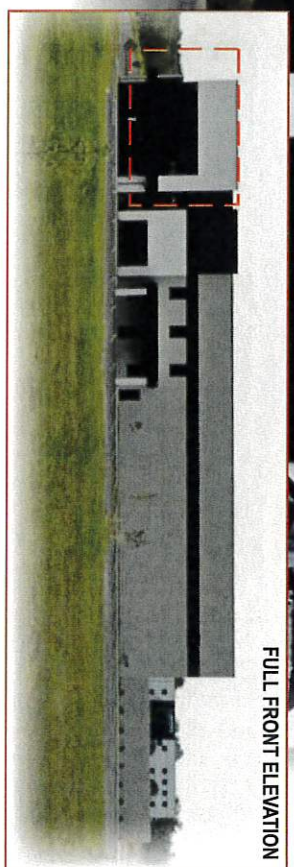
FULL SIDE ELEVATION



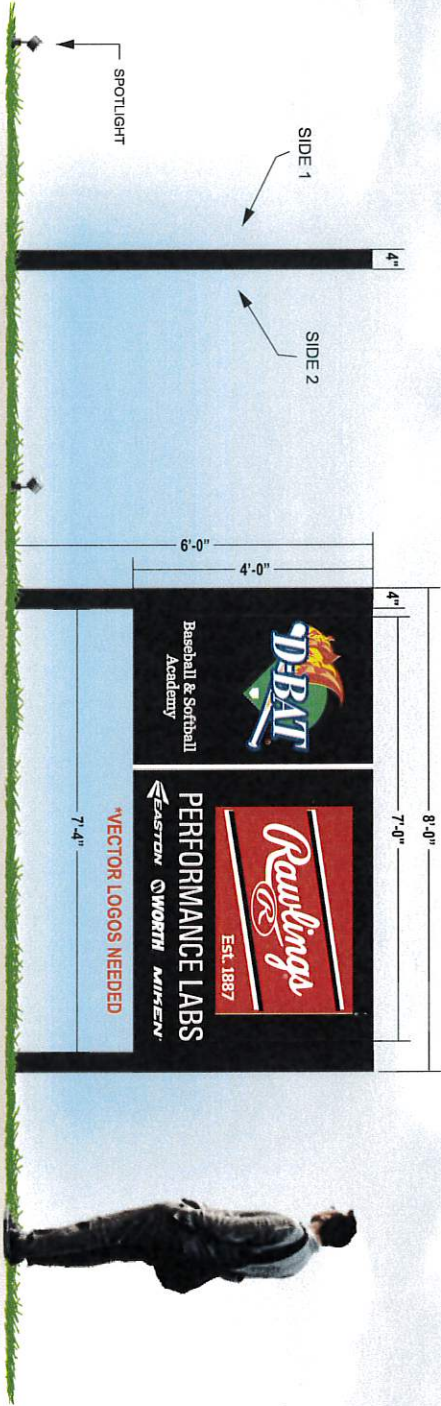
Front Entrance Preview



SCALE: 1/8" = 1'
SIMULATED VIEW. ACTUAL APPEARANCE MAY VARY.



FULL FRONT ELEVATION



Post & Panel Sign

SCALE: 1/2" = 1'

PRODUCE & INSTALL (1) POST & PANEL.

- POST & PANEL SIGN
- 1 QTY NEEDED
- DOUBLE SIDED (SAME LAYOUT BOTH SIDES)
- PAINTED BLACK
- FULL COLOR DIGITAL PRINTED VINYL LOGOS ON FACE
- W/ UV PROTECTIVE LAMINATE
- WHITE CUT VINYL LETTERING
- EXTERIOR ILLUMINATION BY OTHERS
- FIELD SURVEY NEEDED BEFORE PRODUCTION



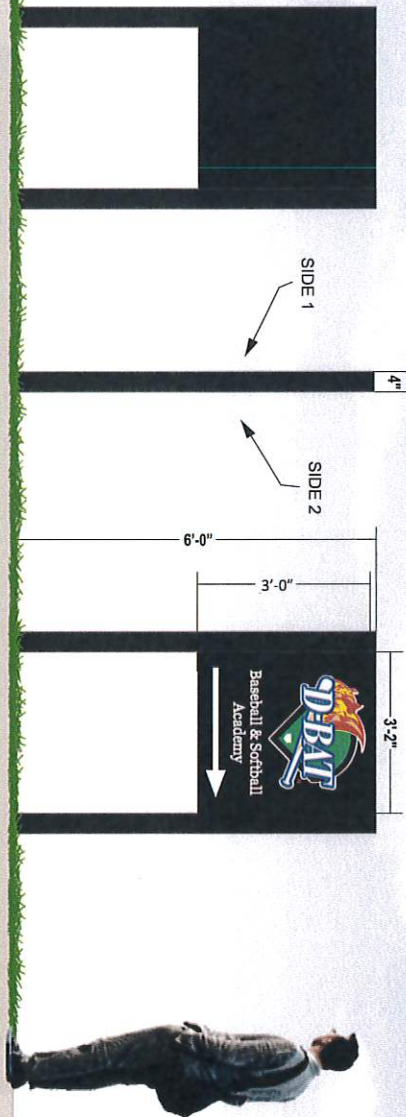
SIMULATED VIEW, ACTUAL APPEARANCE MAY VARY.



EVENING ILLUMINATION SIMULATED VIEW
ACTUAL APPEARANCE MAY VARY



E.1 - Post & Panel Sign



Post & Panel Sign

SCALE: 1/2" = 1'

PRODUCE & INSTALL (1) POST & PANEL.

- POST & PANEL SIGN
 - 1 QTY NEEDED
 - SINGLE SIDED
 - PAINTED BLACK
 - FULL COLOR DIGITAL PRINTED VINYL LOGOS ON FACE
 - W/UV PROTECTIVE LAMINATE
 - NON ILLUMINATED
- FIELD SURVEY NEEDED BEFORE PRODUCTION

Sign Schedule

- A** ▶ RAWLINGS FLEX FACE
- B** ▶ D-BAT FLEX FACE
- C** ▶ FCO SET
- D** ▶ D-BAT FLEX FACE
- E** ▶ MONUMENT SIGN
- F** ▶ MONUMENT SIGN





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

City Engineer
Phone 636.755.5320
CityEngineer@DardennePrairie.org

September 24, 2025

Mayor Keith Widaman
City of Dardenne Prairie
2032 Hanley Rd.
Dardenne Prairie, Missouri 63368

Subject: Final Release of Gateway Infrastructure, LLC. Performance Bond for
Work in Public Right-of-Way at Post Road
Dardenne Prairie Project No. DP138

Dear Mayor Widaman:

Following our inspection, we recommend a full refund of the \$2,000.00 cash bond and a full release of the \$75,000.00 performance bond posted by Gateway Infrastructure, LLC. for work performed at the subject site by Sellenriek Construction and held by the City for the guaranteed faithful performance of right-of-way restoration at the subject project.

If you have any questions, please feel free to contact me.

Sincerely,

 Matthew Davidson
2025.09.24
13:58:12-05'00'

Matthew W. Davidson, P.E.
City Engineer

cc: Board of Aldermen
Kim Clark, City Clerk
Renoy Thomas, Gateway Infrastructure, LLC.

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE MAYOR TO EXECUTE AN OMNIBUS FIRST AMENDMENT TO LEASES BY AND BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND THE METROPOLITAN PARKS AND RECREATION DISTRICT d/b/a GREAT RIVERS GREENWAY

WHEREAS, Sections 70.210 to 70.320, RSMo, empower cities and other political subdivisions to contract and cooperate for public improvements and common services; and

WHEREAS, the City of Dardenne Prairie, Missouri (“City”), and the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway (“GRG”) (individually, “Party,” and collectively, “Parties”) executed the Operating Agreement and Lease dated May 23, 2007, and thereafter a second Operating Agreement and Lease dated July 24, 2010 (together, “Leases”), for City’s use and operation of a public park on GRG-owned property; and

WHEREAS, GRG proposes (with the City’s authorization) to allow the City of O’Fallon, GRG, and their contractors and designees to enter upon specified portions of the Leased Property (the “Improvement Areas”) to construct, install, maintain, repair, replace, and modify trail-related improvements (the “Improvements”); and

WHEREAS, GRG further proposes to grant a Fence Maintenance Ingress and Egress Easement to the Douglas M. Mueller and Teresa L. Mueller Qualified Spousal Trust over a defined portion of the Leased Property (the “Easement Area”), and the parties desire to subordinate the City’s leasehold interest in the Easement Area to such easement; and

WHEREAS, GRG and the City have prepared an Omnibus First Amendment to Leases to memorialize (i) the City’s authorization for entry and Improvements activity by the authorized parties within the Improvement Areas, (ii) access for ongoing maintenance of the Improvements, (iii) the City’s consent to GRG’s grant of said easement, and (iv) the subordination of the City’s leasehold in the Easement Area to that easement, together with ratification of the Leases as otherwise unchanged; and

WHEREAS, the Board of Aldermen of the City finds and determines that it promotes the general welfare to approve the Omnibus First Amendment to Leases.

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

SECTION 1. APPROVAL AND AUTHORIZATION.

That the form, terms, and provisions of the Omnibus First Amendment to Leases by and between the City of Dardenne Prairie, Missouri, and the Metropolitan Parks and Recreation District d/b/a Great Rivers Greenway (the “First Amendment”), in substantially the form attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the Mayor shall be and is hereby authorized, empowered and directed to further

negotiate, execute, acknowledge, deliver and administer, on behalf of the City, such First Amendment.

SECTION 2. ADMINISTRATION.

That the City Administrator is hereby 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 First Amendment, and to perform all of the terms, provisions and conditions of the First Amendment. The execution by the City Administrator of any agreement, document, instrument, check or certificate referred to in this Ordinance and the First Amendment 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 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. 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.

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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Read two (2) times, passed, and approved this ____ day of _____, 2025.

Presiding Officer / Mayor

ATTEST:

City Clerk

Approved this ____ day of _____, 2025.

Mayor

ATTEST:

City Clerk

Approved this ____ day of _____, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A
Omnibus First Amendment to Leases

OMNIBUS FIRST AMENDMENT TO LEASES

THIS OMNIBUS FIRST AMENDMENT TO LEASES (this “First Amendment”) is made and entered into this ___ day of _____, 2025, by and between the Metropolitan Park and Recreation District d/b/a Great Rivers Greenway, a body corporate and political subdivision of the state of Missouri (“GRG”) and the City of Dardenne Prairie, Missouri, a city of the fourth class and political subdivision of the state of Missouri (“City”).

RECITALS

GRG and the City are parties to that certain Operating Agreement and Lease dated May 23, 2007 (the “2007 Lease”), pursuant to which GRG leases to the City certain real property described on Exhibit A attached hereto (the “2007 Leased Property”) for use as a public park.

GRG and the City are parties to that certain Operating Agreement and Lease dated July 24, 2010 (the “2010 Lease” and, together with the 2007 Lease, collectively the “Leases”), pursuant to which GRG leases to the City certain real property described on Exhibit B attached hereto (the “2010 Leased Property” and, together with the 2007 Leased Property, the “Leased Property”) for use as a public park.

The City of O’Fallon (“O’Fallon”) intends, on behalf of GRG, to construct and install certain improvements related to GRG’s various trail projects (collectively, the “Improvements”) on several portions of the Leased Property which are currently vacant and unused by the City and which are legally described in Exhibit C attached hereto (collectively, such portions of the Leased Property being referred to herein as the “Improvements Areas”).

GRG intends to grant a fence maintenance ingress and egress easement (the “Easement”) to Douglas M. Mueller and Teresa L. Mueller, Trustees or the Successor Trustees of the Douglas M. Mueller and Teresa L. Mueller Qualified Spousal Trust Dated January 30, 2025, and any amendments thereto (collectively, the “Homeowner”), in substantially the form of the Fence Maintenance Ingress and Egress Easement attached hereto as Exhibit D, over a portion of the Leased Property as depicted and legally described in said Easement (the “Easement Area”).

GRG and the City desire to amend the Leases to provide for (i) the right for O’Fallon, GRG and their respective contractors, subcontractors, vendors, licensees, invitees, agents, and designees, together with their respective successors and assigns (collectively, the “Authorized Parties”) to construct and install improvements within the Improvement Areas; (ii) the right for the Authorized Parties to enter upon the Improvements Areas for the purpose of maintaining the Improvements; and (iii) GRG’s grant of the Easement to the Homeowner over, across and upon the Easement Area.

AGREEMENT

Now, therefore, for and in consideration of the mutual promises contained herein, Ten Dollars and No/100 (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledged, GRG and the City agree as follows:

Incorporation of Recitals and Exhibits. The recitals above are true and correct and are incorporated herein by this reference, and each of the exhibits attached hereto are incorporated herein by this reference.

Authorization of the Improvements. The City authorizes, for the term of the Leases, the Authorized Parties to enter upon the Improvements Areas for the purposes of constructing, installing, maintaining, repairing, replacing, and modifying the Improvements. The City further acknowledges and agrees that the entry upon, and performance of the foregoing activities within, the Improvement Areas by the Authorized Parties shall not constitute a default or violation of the Leases, nor give rise to any claim or offset by the City. The City shall have no obligation to operate, maintain, repair or replace any Improvements constructed by the Authorized Parties.

Consent to Easement. The City hereby acknowledges and consents to GRG's grant of the Easement to the Homeowner over the Easement Area. The City waives any notice or consent requirement under the Leases for the grant of such Easement, and agrees that the grant and existence of the Easement, and the exercise of the rights granted thereunder by the Homeowner, shall not constitute a default or violation of the Leases, nor give rise to any claim or offset by the City.

Subordination of Leasehold. The City hereby agrees that the leasehold estate in the Easement Area held by the City, and all rights and interests of the City under and in the Leases with respect to the Easement Area, are and shall be subject and subordinate to the Easement.

Ratification; Conflicts. Except as expressly modified by this First Amendment, all terms, conditions, and provisions of the Leases shall remain in full force and effect. In the event of any conflict between the terms of this First Amendment and the Leases, the terms of this First Amendment shall control.

Counterparts. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Binding Effect. This First Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page left intentionally blank; signatures follow]

IN WITNESS WHEREOF, the parties hereto have executed this Omnibus First Amendment to Leases as of the date first written above.

“GRG”:

METROPOLITAN PARK AND RECREATION DISTRICT, a body corporate and political subdivision of the state of Missouri

By:
Name:
Its:

“CITY”:

CITY OF DARDENNE PRAIRIE, MISSOURI, a city of the fourth class and political subdivision of the state of Missouri

By:
Name:
Its:

EXHIBIT A
2007 LEASED PROPERTY

PARCEL 'A'

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet to the POINT OF BEGINNING of the tract herein described; thence continuing southwesterly along said line, South 63 degrees 35 minutes 41 seconds West, 871.99 feet; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet; thence South 27 degrees 22 minutes 44 seconds

West, 110.08 feet; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 58 minutes 45 seconds West, a distance of 198.62 feet, and whose radius point bears North 45 degrees 41 minutes 18 seconds East, 17,108.76 feet, thence northwesterly along the arc a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 34 minutes 19 seconds West, a distance of 44.71 feet, and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 feet, thence northwesterly along the arc a distance of 44.71 feet; thence North 47 degrees 56 minutes 59 seconds East, 332.58 feet; thence North 39 degrees 47 minutes 49 seconds West, 64.12 feet; thence North 44 degrees 09 minutes 46 seconds West, 179.09 feet; thence North 27 degrees 48 minutes 17 seconds East, 72.18 feet; thence North 44 degrees 03 minutes 55 seconds East, 171.30 feet; thence North 65 degrees 42 minutes 04 seconds East, 276.67 feet; thence North 18 degrees 15 minutes 45 seconds West, 77.49 feet, to a point of curve of a non tangent curve to the left, whose chord bears North 66 degrees 56 minutes 57 seconds East, a distance of 73.38 feet, and whose radius point bears North 18 degrees 15 minutes 45 seconds West, 439.50 feet, thence northeasterly along the arc a distance of 73.46 feet; thence North 62 degrees 09 minutes 38 seconds East, 224.00 feet, to a point of curve to the left whose chord bears North 45 degrees 11 minutes 17 seconds East a distance of 256.59 feet, and whose radius point bears North 27 degrees 50 minutes 22 seconds West, 439.50 feet; thence northeasterly along the arc a distance of 260.38 feet; thence North 28 degrees 12 minutes 56 seconds East, 600.12 feet, to a point of curve to the right whose chord bears North 47 degrees 09 minutes 01 seconds East a distance of 360.83 feet, and whose radius point bears South 61 degrees 47 minutes 04 seconds East, 556.00 feet; thence northeasterly along the arc a distance of 367.48 feet; thence North 66 degrees 05 minutes 06 seconds East, 316.01 feet, to a point of curve to the right whose chord bears North 81 degrees 22 minutes 36 seconds East a distance of 211.25 feet, and whose radius point bears South 23 degrees 54 minutes 54 seconds East, 400.50 feet; thence easterly along the arc a distance of 213.78 feet to a point of reverse curve to the left whose chord bears North 63 degrees 33 minutes 45 seconds East, 480.10 feet, and whose radius point bears North 06 degrees 40 minutes 05 seconds East, 439.50 feet; thence northeasterly along the arc, a distance of 507.89 feet; thence North 30 degrees 27 minutes 24 seconds East, 234.14 feet, to a point of curve to the right whose chord bears North 58 degrees 31 minutes 23 seconds East a distance of 376.87 feet, and whose radius point bears South 59 degrees 32 minutes 36 seconds East, 400.50 feet; thence northeasterly along the arc a distance of 392.37 feet; thence North 86 degrees 35 minutes 21 seconds East, 1.57 feet, to a point of curve to the right whose chord bears South 37 degrees 14 minutes 16 seconds East a distance of 74.77 feet, and whose radius point bears South 03 degrees 24 minutes 39 seconds East, 45.00 feet; thence southeasterly along the arc a distance of 88.24 feet; thence South 18 degrees 56 minutes 07 seconds West, 197.52 feet; thence South 02 degrees 41 minutes 41 seconds West, 90.99 feet; thence South 52 degrees 58 minutes 11 seconds West, 6.56 feet; thence South 03 degrees 25 minutes 17 seconds West, 53.46 feet; thence South 23 degrees 36 minutes 43 seconds East, 44.00 feet; thence South 71 degrees 49 minutes 33 seconds West, 177.77 feet; thence South 49 degrees 52 minutes 27 seconds West, 498.65 feet; thence

North 40 degrees 07 minutes 33 seconds West, 15.59 feet; thence North 81 degrees 34 minutes 02 seconds West, 203.75 feet; thence North 69 degrees 52 minutes 11 seconds West, 90.27 feet; thence South 82 degrees 47 minutes 59 seconds West, 147.77 feet; thence South 54 degrees 11 minutes 50 seconds West, 160.74 feet; thence South 23 degrees 51 minutes 51 seconds East, 8.12 feet; thence South 66 degrees 08 minutes 09 seconds West, 294.20 feet; thence South 38 degrees 16 minutes 53 seconds West, 109.35 feet; thence South 25 degrees 07 minutes 51 seconds West, 156.08 feet; thence South 26 degrees 24 minutes 19 seconds East, 177.07 feet; thence North 44 degrees 59 minutes 34 seconds East, 119.15 feet, to a point of curve of a non tangent curve to the left, whose chord bears South 56 degrees 19 minutes 02 seconds East, a distance of 20.40 feet, and whose radius point bears North 44 degrees 59 minutes 34 seconds East, 52.00 feet, thence southeasterly along the arc a distance of 20.53 feet; thence South 44 degrees 59 minutes 34 seconds West, 129.88 feet; thence South 26 degrees 24 minutes 19 seconds East, 103.54 feet to the POINT OF BEGINNING containing 21.45 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of February, 2006.

PARCEL 'B'

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 58 minutes 45 seconds West, a distance of 198.62 feet, and whose radius point bears North 45 degrees 41 minutes 18 seconds East, 17,108.76 feet, thence northwesterly along the arc a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 42 degrees 36 minutes 20 seconds West, a distance of 622.75 feet, and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 feet, thence northwesterly along the arc a distance of 622.79 feet, to a point of curve of a non tangent curve to the left, whose chord bears North 63 degrees 09 minutes 42 seconds East, a distance of 23.62 feet, and whose radius point bears North 11 degrees 37 minutes 35 seconds West, 45.00 feet, thence northeasterly along the arc a distance of 23.89 feet; thence North 47 degrees 56 minutes 59 seconds East, 305.01 feet, to a point of curve to the right whose chord bears North 58 degrees 34 minutes 30 seconds East a distance of 219.42 feet, and whose radius point bears South 42 degrees 03 minutes 01 seconds East, 595.00 feet; thence northeasterly along the arc a distance of 220.68 feet to the end of the

curve, said point being the POINT OF BEGINNING of the tract herein described; thence North 41 degrees 00 minutes 05 seconds West, 363.75 feet; thence North 04 degrees 35 minutes 38 seconds East, 75.91 feet; thence North 40 degrees 34 minutes 34 seconds West, 187.30 feet; thence North 49 degrees 25 minutes 26 seconds East, 113.84 feet; thence North 00 degrees 46 minutes 02 seconds East, 1,022.49 feet; thence North 89 degrees 13 minutes 58 seconds West, 644.89 feet; thence South 49 degrees 05 minutes 46 seconds West, 207.13 feet; thence South 82 degrees 25 minutes 36 seconds West, 524.33 feet; thence North 07 degrees 35 minutes 07 seconds West, 276.20 feet; thence South 85 degrees 41 minutes 07 seconds East, 221.49 feet; thence North 18 degrees 15 minutes 34 seconds East, 149.51 feet; thence North 28 degrees 47 minutes 03 seconds East, 244.48 feet; thence North 31 degrees 09 minutes 42 seconds East, 211.21 feet; thence South 89 degrees 03 minutes 04 seconds East, 469.41 feet; thence South 85 degrees 03 minutes 08 seconds East, 224.22 feet; thence North 00 degrees 56 minutes 17 seconds East, 36.95 feet; thence North 84 degrees 52 minutes 35 seconds East, 975.06 feet; thence North 84 degrees 24 minutes 55 seconds East, 2,011.35 feet; thence South 02 degrees 34 minutes 32 seconds East, 535.71 feet; thence North 82 degrees 23 minutes 42 seconds East, 300.74 feet; thence South 10 degrees 43 minutes 42 seconds West, 26.37 feet, to a point of curve to the right whose chord bears South 48 degrees 39 minutes 32 seconds West a distance of 55.32 feet, and whose radius point bears North 79 degrees 16 minutes 18 seconds West, 45.00 feet; thence southwesterly along the arc a distance of 59.58 feet; thence South 86 degrees 35 minutes 21 seconds West, 45.91 feet, to a point of curve to the left whose chord bears South 58 degrees 31 minutes 22 seconds West a distance of 413.56 feet, and whose radius point bears South 03 degrees 24 minutes 39 seconds East, 439.50 feet; thence southwesterly along the arc a distance of 430.58 feet; thence South 30 degrees 27 minutes 24 seconds West, 230.61 feet; thence North 59 degrees 32 minutes 36 seconds West, 219.09 feet; thence North 73 degrees 35 minutes 18 seconds West, 279.65 feet; thence North 83 degrees 24 minutes 15 seconds West, 263.33 feet; thence North 78 degrees 46 minutes 06 seconds West, 94.73 feet; thence North 71 degrees 40 minutes 45 seconds West, 44.69 feet; thence South 89 degrees 09 minutes 13 seconds West, 66.58 feet; thence South 64 degrees 31 minutes 48 seconds West, 107.54 feet; thence South 20 degrees 14 minutes 28 seconds West, 73.58 feet; thence South 70 degrees 57 minutes 04 seconds East, 120.04 feet, to a point of curve of a non tangent curve to the left, whose chord bears South 08 degrees 17 minutes 36 seconds West, a distance of 19.41 feet, and whose radius point bears South 70 degrees 57 minutes 04 seconds East, 52.00 feet, thence southerly along the arc a distance of 19.52 feet; thence South 87 degrees 32 minutes 17 seconds West, 124.45 feet; thence North 14 degrees 04 minutes 55 seconds West, 16.35 feet; thence North 36 degrees 16 minutes 04 seconds West, 91.89 feet; thence North 48 degrees 54 minutes 53 seconds West, 95.38 feet; thence North 77 degrees 07 minutes 33 seconds West, 162.16 feet; thence North 81 degrees 49 minutes 16 seconds West, 666.75 feet; thence South 75 degrees 05 minutes 19 seconds West, 208.13 feet; thence South 59 degrees 46 minutes 37 seconds West, 104.29 feet; thence South 43 degrees 57 minutes 54 seconds West, 208.11 feet; thence South 21 degrees 13 minutes 13 seconds West, 207.94 feet; thence South 00 degrees 46 minutes 02 seconds West, 102.77 feet; thence South 89 degrees 13 minutes 58 seconds East, 120.00 feet; thence South 00 degrees 46 minutes 02 seconds West, 20.00 feet; thence North 89 degrees 13 minutes 58 seconds West, 120.00 feet; thence South 00 degrees 46 minutes 02 seconds West, 879.29 feet; thence South 32 degrees 28 minutes 00 seconds East, 126.23 feet; thence South 47 degrees 13 minutes 13 seconds East, 126.23 feet; thence South 73 degrees 41 minutes 55 seconds East, 131.84 feet; thence South 00 degrees 46 minutes 02 seconds West, 159.36 feet, to a point of curve of a non tangent

curve to the left, whose chord bears South 72 degrees 28 minutes 23 seconds West, a distance of 67.94 feet , and whose radius point bears South 14 degrees 15 minutes 15 seconds East, 595.00 feet, thence westerly along the arc a distance of 67.97 feet to the POINT OF BEGINNING containing 59.88 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of February, 2006.

PARCEL 'C'

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows;

Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 feet; thence South 26 degrees 44 minutes 40 seconds East, 247.97 feet; thence South 63 degrees 15 minutes 20 seconds West, 91.65 feet; thence South 51 degrees 21 minutes 42 seconds West, 97.82 feet; thence South 44 degrees 28 minutes 01 seconds West, 97.52 feet; thence South 35 degrees 43 minutes 40 seconds West, 97.52 feet; thence South 27 degrees 22 minutes 44 seconds West, 110.08 feet; thence South 03 degrees 19 minutes 43 seconds West, 126.88 feet; thence South 19 degrees 08 minutes 18 seconds East, 138.87 feet; thence South 58 degrees 07 minutes 39 seconds West, 57.68 feet; thence North 31 degrees 52 minutes 21 seconds West, 67.70 feet; thence South 58 degrees 07 minutes 39 seconds West, 98.19 feet; thence South 28 degrees 03 minutes 02 seconds West, 86.52 feet; thence North 44 degrees 21 minutes 59 seconds West, 43.00 feet; thence South 45 degrees 41 minutes 18 seconds West, 40.85 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 58 minutes 45 seconds West, a distance of 198.62 feet , and whose radius point bears North 45 degrees 41 minutes 18 seconds East, 17,108.76 feet, thence northwesterly along the arc a distance of 198.62 feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 feet, to a point of curve of a non tangent curve to the right, whose chord bears North 39 degrees 58 minutes 17 seconds West, a distance of 2,197.32 feet , and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 feet, thence northwesterly along the arc a distance of 2,198.83 feet; thence North 27 degrees 35 minutes 04 seconds West, 330.13 feet; thence North 36 degrees 17 minutes 45 seconds West, 363.23 feet to the POINT OF BEGINNING of the tract herein described; thence continuing northwesterly along said line, North 36 degrees 17 minutes 45 seconds West, 487.29 feet; thence North 77 degrees 05 minutes 29 seconds East, 154.73 feet; thence North 78 degrees 02 minutes 47 seconds East, 110.91 feet; thence North 70 degrees 03 minutes 53 seconds East, 65.18 feet; thence North 71 degrees 53 minutes 32 seconds East, 47.71 feet; thence North 76 degrees 36 minutes 54 seconds East, 53.56 feet; thence South 86 degrees 30 minutes 09 seconds East, 43.58 feet; thence South 85 degrees 13 minutes 52 seconds East, 41.87 feet; thence South 78 degrees 20 minutes 16 seconds East, 32.62 feet; thence South 82 degrees 57 minutes 32 seconds East, 41.01 feet; thence North 61 degrees 09 minutes 05 seconds East, 42.86 feet; thence North 70 degrees 41 minutes 01 seconds East, 25.08 feet; thence North 59 degrees 31 minutes 49 seconds East, 52.77 feet; thence North 51 degrees 13 minutes 03 seconds East, 54.73 feet; thence North 39 degrees 41 minutes 01 seconds East, 44.49 feet; thence North 39 degrees 10 minutes 01 seconds East, 40.48 feet; thence North 30 degrees 27 minutes 10 seconds East, 36.39 feet; thence North 62 degrees 27 minutes 47 seconds East, 43.34 feet; thence North 71 degrees 56 minutes 00 seconds East, 50.93 feet; thence

North 86 degrees 22 minutes 25 seconds East, 47.13 feet; thence South 73 degrees 29 minutes 12 seconds East, 30.00 feet; thence South 31 degrees 09 minutes 42 seconds West, 204.14 feet; thence South 28 degrees 47 minutes 03 seconds West, 244.48 feet; thence South 18 degrees 15 minutes 34 seconds West, 149.51 feet; thence North 85 degrees 41 minutes 07 seconds West, 221.49 feet; thence South 07 degrees 35 minutes 07 seconds East, 205.17 feet; thence North 84 degrees 56 minutes 50 seconds West, 208.72 feet to the POINT OF BEGINNING containing 6.48 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of February, 2006.

PARCEL 'D'

A tract of land being in U.S. Survey 1641, Township 46 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows; Commencing at the southeast corner of U.S. Survey 1641, said point being in the centerline of Henning Road, thence South 82 degrees 31 minutes 55 seconds West, a distance of 15.00 feet to a point in the western right of way of Henning Road (variable width), said point being the POINT OF BEGINNING of the tract herein described; thence along a northern line of property conveyed to Powdun 1, LLC recorded in Deed Book 2490, Page 1875 of the St. Charles County records South 82 degrees 31 minutes 55 seconds West, a distance of 322.70 feet to a point which an old iron pipe bears South 28 degrees 16 minutes 59 seconds East, a distance of 2.72 feet; thence continuing along the eastern line of said Powdun 1, LLC property North 02 degrees 25 minutes 06 seconds West, a distance of 485.64 feet to the southern line of the Cottleville Drainage Ditch from which an old iron pipe bears South 03 degrees 52 minutes 11 seconds East, a distance of 10.02 feet; thence along said southern line of drainage ditch North 84 degrees 34 minutes.22 seconds East, a distance of 280.74 feet to a point in the aforementioned western right of way line of Henning Road; thence along said right of way South 07 degrees 31 minutes 56 seconds East, a distance of 473.82 feet to the Point of Beginning containing 3.31 acres more or less according to survey and calculations by St. Charles Engineering and Surveying in December, 2004.

PARCEL 'E'

A tract of land being part of U.S. Survey 1641, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being more particularly described as follows;

COMMENCING at the intersection of the northern line of property conveyed to Meredith Systems, LLC according to the instrument recorded in Book 4380 Page 1540 of the St. Charles County records and the eastern right of way line of U.S. Highway 40; thence South 84 degrees 56 minutes 50 seconds East, 208.72 feet; thence North 07 degrees 35 minutes 07 seconds West, 205.17 feet; thence South 85 degrees 41 minutes 07 seconds East, 221.49 feet; thence North 18 degrees 15 minutes 34 seconds East, 149.51 feet; thence North 28 degrees 47 minutes 03 seconds East, 244.48 feet; thence North 31 degrees 09 minutes 42 seconds East, 211.21 feet to the POINT OF BEGINNING of the tract herein described, thence North 88 degrees 37 minutes 10 seconds East, 133.43 feet; thence North 88 degrees 17 minutes 16 seconds East, 187.03 feet; thence North 65 degrees 01 minutes 20 seconds East, 240.03 feet; thence North 69 degrees 29 minutes 18 seconds East, 155.14 feet; thence South 56 degrees 32 minutes 32 seconds East, 204.48 feet; thence South 58 degrees 16 minutes 02 seconds East, 45.76 feet to a point on the northern line of

property conveyed to Metropolitan Park and Recreation District doing business as Great Rivers Greenway according to the instrument recorded in Book 4125 Page 1998 of the aforesaid county records; thence along said Great Rivers Greenway property, South 84 degrees 52 minutes 35 seconds West, 200.20 feet; South 00 degrees 56 minutes 17 seconds West, 36.95 feet ; North 85 degrees 03 minutes 08 seconds West, 224.22 feet ; North 89 degrees 03 minutes 04 seconds West, 469.41 feet to the POINT OF BEGINNING containing 56,210 square feet or 1.29 acres, more or less, according to calculations by St. Charles Engineering and Surveying, Inc. during the month of April, 2006.

EXHIBIT B 2010 LEASED PROPERTY

A tract of land being in U.S. Survey 1669, Township 46 North, Range 3 East, St. Charles County, Missouri and being more particularly described as follows; Beginning at the southeast corner of U.S. Survey 1641, said point being in the centerline of Henning Road(variable width); thence along said centerline North 07 degrees 31 minutes 56 seconds West, 530.00 Feet to a point in the centerline of the Cottleville Drainage District(New Dardenne Creek or Ditch); thence along said centerline North 84 degrees 36 minutes 05 seconds East, a distance of 1807.40 feet more or less to a point in the western line of Lot 28 of Coulter's Old Dardenne Tract recorded in Book P-2, Page 634 of said county records; thence along said western line South 27 degrees 24 minutes 45 seconds East, a distance of 53.93 feet more or less to a point in the southern right of way line of the Cottleville Drainage District (100'W); thence continuing along said southern right of way line North 84 degrees 36 minutes 05 seconds East, 2760.43 Feet to a point in the centerline of Old Dardenne Creek; thence along said centerline the following courses and distances; South 66 degrees 25 minutes 19 seconds West, 74.10 Feet; North 82 degrees 54 minutes 34 seconds West, 53.52 Feet; South 53 degrees 05 minutes 24 seconds West, 53.37 Feet; South 26 degrees 34 minutes 31 seconds West, 60.42 Feet; South 02 degrees 54 minutes 14 seconds West, 57.23 Feet; South 37 degrees 41 minutes 32 seconds West, 113.68 Feet; South 50 degrees 36 minutes 44 seconds West, 60.05 Feet; South 65 degrees 49 minutes 01 seconds West, 159.70 Feet; South 51 degrees 05 minutes 10 seconds West, 128.05 Feet; South 27 degrees 52 minutes 28 seconds West, 213.08 Feet; South 34 degrees 13 minutes 47 seconds West, 159.70 Feet; South 76 degrees 38 minutes 52 seconds West, 100.59 Feet; North 83 degrees 13 minutes 26 seconds West, 193.29 Feet; North 71 degrees 53 minutes 23 seconds West, 272.53 Feet; South 66 degrees 36 minutes 23 seconds West, 94.50 Feet; South 26 degrees 00 minutes 25 seconds West, 90.41 Feet; South 05 degrees 49 minutes 35 seconds West, 140.41 Feet; South 09 degrees 49 minutes 59 seconds West, 82.64 Feet; South 46 degrees 54 minutes 37 seconds West, 135.91 Feet; South 20 degrees 06 minutes 57 seconds West, 212.35 Feet; South 04 degrees 36 minutes 58 seconds East, 167.69 Feet; South 18 degrees 45 minutes 48 seconds West, 87.07 Feet; South 75 degrees 36 minutes 48 seconds West, 44.84 Feet; North 87 degrees 48 minutes 57 seconds West, 274.42 Feet; South 89 degrees 18 minutes 59 seconds West, 119.68 Feet; South 45 degrees 57 minutes 56 seconds West, 101.26 Feet; North 56 degrees 14 minutes 37 seconds West, 64.41 Feet; North 22 degrees 16 minutes 20 seconds East, 114.30 Feet; North 02 degrees 32 minutes 15 seconds East, 131.31 Feet; North 18 degrees 20 minutes 07 seconds West, 45.32

Feet; North 55 degrees 51 minutes 41 seconds West, 152.37 Feet; South 87 degrees 07 minutes 16 seconds West, 178.18 Feet; North 77 degrees 24 minutes 51 seconds West, 167.66 Feet; South 79 degrees 14 minutes 29 seconds West, 64.37 Feet; North 83 degrees 00 minutes 23 seconds West, 112.90 Feet; North 77 degrees 25 minutes 06 seconds West, 49.92 Feet; North 71 degrees 00 minutes 12 seconds West, 107.08 Feet; North 65 degrees 09 minutes 57 seconds West, 91.91 Feet; North 72 degrees 23 minutes 04 seconds West, 68.35 Feet; South 81 degrees 45 minutes 19 seconds West, 114.20 Feet; South 79 degrees 11 minutes 54 seconds West, 97.58 Feet; North 77 degrees 58 minutes 08 seconds West, 80.06 Feet; South 89 degrees 54 minutes 35 seconds West, 120.71 Feet; South 79 degrees 37 minutes 54 seconds West, 77.65 Feet; South 79 degrees 36 minutes 54 seconds West, 61.56 Feet; South 64 degrees 56 minutes 32 seconds West, 84.74 Feet; South 83 degrees 48 minutes 27 seconds West, 44.75 Feet; North 52 degrees 41 minutes 28 seconds West, 105.81 Feet; North 60 degrees 07 minutes 47 seconds West, 104.46 Feet; North 55 degrees 00 minutes 43 seconds West, 67.45 Feet; North 60 degrees 05 minutes 02 seconds West, 56.45 Feet; South 74 degrees 42 minutes 32 seconds West, 73.16 Feet; South 27 degrees 42 minutes 37 seconds West, 30.90 Feet; South 78 degrees 25 minutes 59 seconds West, 42.27 Feet; South 45 degrees 03 minutes 05 seconds West, 35.95 Feet; South 83 degrees 20 minutes 12 seconds West, 78.61 Feet; South 46 degrees 08 minutes 37 seconds West, 133.48 Feet; South 15 degrees 21 minutes 38 seconds West, 69.27 Feet; South 64 degrees 10 minutes 52 seconds West, 52.75 Feet; South 15 degrees 59 minutes 31 seconds West, 42.59 Feet; South 40 degrees 02 minutes 56 seconds West, 34.52 Feet; North 72 degrees 28 minutes 48 seconds West, 25.14 Feet; North 20 degrees 25 minutes 14 seconds West, 27.78 Feet; North 69 degrees 25 minutes 28 seconds West, 8.45 Feet; South 84 degrees 21 minutes 28 seconds West, 32.55 Feet; South 56 degrees 19 minutes 31 seconds West, 25.20 Feet; South 47 degrees 54 minutes 05 seconds West, 41.36 Feet to a point in the aforementioned eastern right of way of Henning Road; thence leaving said creek centerline and along said right of way North 03 degrees 11 minutes 54 seconds East, 55.24 Feet; thence North 19 degrees 05 minutes 11 seconds East, 293.68 Feet; thence North 10 degrees 52 minutes 46 seconds East, 41.45 Feet to a point in the western line of Lot 27 of the aforementioned Coalter's Old Dardenne Tract; thence continuing along said western line North 07 degrees 31 minutes 56 seconds West, 63.32 feet to the POINT OF BEGINNING, containing 84.29 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of December, 2004, subject to the right of way of Henning Road (variable width) and right of way of the Cottleville Drainage Ditch (100'W).

EXHIBIT C
IMPROVEMENTS AREAS

EXHIBIT D

FORM OF EASEMENT

FENCE MAINTENANCE INGRESS AND EGRESS EASEMENT

GRANTOR: METROPOLITAN PARK & RECREATION DISTRICT D/B/A GREAT RIVERS GREENWAY DISTRICT, a corporate and political subdivision of the State of Missouri

Address: 3745 FOUNDRY WAY, SUITE 253, ST. LOUIS, MO 63110

GRANTEE: DOUGLAS M. MUELLER AND TERESA L. MUELLER, TRUSTEES OR THE SUCCESSOR TRUSTEES OF THE DOUGLAS M. MUELLER AND TERESA L. MUELLER QUALIFIED SPOUSAL TRUST DATED JANUARY 30, 2025, AND ANY AMENDMENTS THERETO

Address: 201 TOUSSAINT LANDING DRIVE, DARDENNE PRAIRIE, MO 63368
ASSESSOR'S PARCEL NUMBER(S): 3-157D-A061-00-00P7.0000000 (GRANTOR)
3-157D-A061-00-00C1.0000000 (GRANTEE)

THIS FENCE MAINTENANCE INGRESS AND EGRESS EASEMENT is made this day of 2025, by and between Metropolitan Park & Recreation District D/B/A Great Rivers Greenway District, a corporate and political subdivision of the State of Missouri, as "Grantor" and DOUGLAS M. MUELLER AND TERESA L. MUELLER, TRUSTEES OR THE SUCCESSOR TRUSTEES OF THE DOUGLAS M. MUELLER AND TERESA L. MUELLER QUALIFIED SPOUSAL TRUST DATED JANUARY 30, 2025, AND ANY AMENDMENTS THERETO, their heirs, successors, and assigns as "Grantee".

BACKGROUND

The Grantor is the owner of certain real property (hereby the "Property") recorded in Book: 4125, page: 1998 of St. Charles County Records, which is legally described on Exhibit "B" attached hereto.

Grantor hereby grants to Grantee an easement (the "Easement") over, across and upon that land owned by Grantor and located on the Property, which land is shown as hatched on Exhibit "A" attached hereto and legally described in Exhibit "C" attached hereto (the "Easement Area") for the maintenance of the Fence (defined hereinafter), and for the use, enjoyment, maintenance, repair, and restoration of the Easement Area, subject to the terms and conditions set forth herein. This Easement is only granted for the Grantee, and its heirs, executors, personal representatives, administrators, and/or successors and assigns.

AGREEMENT

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the Grantor and the Grantee hereby agree as follows:

Purpose of Easement. The purpose of this Easement is to provide the Grantee, together with the Grantee's heirs, executors, personal representatives, administrators, and/or successors and assigns, a perpetual easement over, across and upon the Easement Area, subject to the terms and conditions stated herein.

Grantee shall have the right to use the Easement Area solely for the purposes of pedestrian ingress and egress to and from the property owned by Grantee, and for the use, enjoyment, maintenance, repair, and restoration of the Easement Area, including the right to maintain, repair, and replace the fence located within the Easement Area (the "Fence"). Grantee shall maintain, repair, and re-paint the Fence at Grantee's sole cost and expense to keep the Fence in good condition and repair. Grantee shall not (i) make any modifications to the Fence or to the Easement Area, (ii) remove the Fence, or (iii) replace the Fence, without obtaining the prior written consent of Grantor. Grantee shall maintain any existing landscaping in the Easement Area to keep the Easement Area in good condition and repair, including but not limited to mowing any grass and trimming any weeds. Grantee shall be responsible for all tree and branch maintenance, care, and removal within the Easement Area, including but not limited to pruning, trimming, disease treatment, watering, fertilizing, and the prompt removal of all dead, diseased, damaged, or hazardous trees and branches (whether attached or fallen). Grantee shall regularly inspect and remove dead branches to prevent safety hazards and property damage. All tree and branch maintenance and removal shall be performed at Grantee's sole cost and expense and in accordance with applicable municipal ordinances and industry standards. Grantee shall obtain all necessary permits for tree removal and shall be liable for any damage caused by falling trees or branches within the Easement Area. Grantee shall have no right to install any other improvements or additions within the Easement Area without the prior written consent of Grantor in its sole discretion.

Work. In the event Grantee is required to perform any work within the Easement Area (the "Work"), Grantee shall, at its sole cost and expense (a) employ safety measures as shall be reasonably sufficient to protect all persons on the Property; (b) limit all work to solely the Easement Area; (c) when reasonably requested by Grantor, permit Grantor, by and through its employees, agents and contractors, to inspect the Work being performed at all stages; (d) restore the area affected by the Work to the same condition it was in immediately prior to said Work; (e) pay all of its costs and expenses related to the Work, and not permit any mechanic's, materialmen's or other liens to be filed or asserted against the Easement Area in connection with the Work; and (f) cause all Work to be completed in a good and workmanlike manner, free of defects, during reasonable hours, without unreasonable interference to or any interruption of the use of, or operations on, the Property. Grantee shall provide Grantor with three (3) business days' prior notice of any Work to occur within the Easement Area.

Damage. In the event Grantee, its officers, directors, employees, agents, contractors, permitted successors, and/or permitted assigns (the "Grantee Parties"), causes any damage to any portion of the Easement Area, Grantee shall repair such damage and restore the Easement Area immediately to a condition equal to or better than its condition prior to the commencement of any work or maintenance performed pursuant to this Easement.

Termination. Notwithstanding any other provision herein, Grantor shall have the right, in Grantor's sole and absolute discretion, to terminate this Easement for any reason, upon thirty (30) days' prior written notice to Grantee. Upon the expiration of such notice period, this Easement shall automatically terminate and be of no further force or effect. Prior to the expiration of such notice period, Grantee shall (i) remove the Fence or any other additions or improvements if requested by Grantor and then restore the Easement Area to substantially the same condition as existed prior to the installation of such fences or improvements and (ii) cause a termination of this Easement, in a form reasonably approved to by Grantor, to be recorded with the Recorder of Deeds of St. Charles County, Missouri. If Grantee fails to remove the Fence and any other improvements and restore the Easement Area as required herein, and/or fails to cause a termination of this Easement to be recorded, Grantor may do so and Grantee shall reimburse Grantor for all reasonable costs and expenses incurred.

Indemnification. Grantee shall indemnify and hold Grantor harmless from any claims, causes of action, mechanic's liens or other assertions arising out of the entry upon the Easement Area by Grantee, and/or the Grantee Parties, and the activities of such persons upon the Property, including but not limited to reasonable attorneys' fees incurred by Grantor in connection therewith, unless such damages are caused by the negligence or willful misconduct of Grantor or its agents or employees.

Notices. All notices, consents, requests, demands, instructions or other communications provided for in this Easement shall be in writing and shall be deemed validly given, made and served when delivered personally, or when delivered or refused if sent in the United States Mail, registered or certified, postage prepaid, or when delivered or refused if sent by overnight courier, to the addresses set forth above.

Compliance with Laws. Grantee shall comply (and shall cause the Grantee Parties, if any, to comply) with all laws, regulations, ordinances, permits, and other legal requirements applicable to Grantee's exercise of its rights hereunder, including, without limitation, its use of, and activities within the Easement Area. Grantee shall not use the Easement Area or exercise its rights under this Easement for any unlawful purposes or in such a manner as to constitute a nuisance.

Severability. If any provision of this Easement or the application thereof to any entity or circumstances shall be invalid or unenforceable to any extent and such invalid provision does not materially affect the rights of the parties hereto, the remainder of this Easement and the application of such provisions to any other entity or circumstance shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Modification. This Easement may be modified, amended, or canceled only by written instrument executed by all parties in interest at the time of such amendment and recorded with the Recorder of Deeds of St. Charles County, Missouri.

Attorney's Fees. Grantee shall pay all reasonable attorneys' fees and costs incurred by Grantor in connection with the negotiation, enforcement, or defense of this Easement, or as a result of any breach or default by Grantee of any term or condition of this Agreement.

Binding Effect. This Easement shall be binding upon and inure to the benefit of both parties and upon their respective heirs, personal representatives, executors, administrators, devisees, and/or successors and assigns.

Captions. The captions contained in this Easement are inserted only as a matter of convenience and in no way define, limit, extend, or describe the scope of the Easement or the intent of any provision contained in it.

Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Missouri.

Venue. Venue for any action arising out of this Easement shall be in St. Charles County, Missouri.

[Signature Page Follows]

DATED: _____, 20

_____, CEO OF METROPOLITAN PARK & RECREATION DISTRICT
D/B/A GREAT RIVERS GREENWAY DISTRICT

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

On this _____ day of _____, 20____, before me, a Notary Public, personally appeared _____, CEO of Metropolitan Park & Recreation District D/B/A Great Rivers Greenway District, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that she, executed the same as her free act and deed.

In testimony whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written, in the state and county first above written.

Notary Public: _____ Printed Name: _____ My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT A
EASEMENT AREA

EXHIBIT B
LEGAL DESCRIPTION OF PROPERTY

That certain real property recorded in Book: 4125, page: 1998 of St. Charles County, Missouri, Records, legally described as follows:

Park Area 1:

A tract of land being part of U.S. Survey 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows; Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 338.01 Feet to the POINT OF BEGINNING of the tract herein described; thence South 63 degrees 35 minutes 41 seconds West, 871.99 Feet to a point; thence South 26 degrees 44 minutes 40 seconds East, 247.97 Feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 Feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 Feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 Feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 Feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 Feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 Feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 Feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 Feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 Feet to a point; thence North 44 degrees 21 minutes 59 Seconds West, 43.00 Feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 58 Minutes 45 seconds West, 198.62 Feet and whose radius point bears North 45 degrees 41 minutes 18 seconds East, 17,108.76 Feet, an arc length of 198.62 Feet; thence South 46 degrees 21 minutes 12 seconds West, 30.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 43 degrees 34 minutes 19 seconds West, 44.71 Feet and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 Feet, an arc length of 44.71 Feet; thence North 47 degrees 56 minutes 59 seconds East, 332.58 Feet to a point; thence North 39 degrees 47 minutes 49 seconds West, 64.12 Feet to a point; thence North 44 degrees 09 minutes 46 seconds West, 179.09 Feet to a point; thence North 27 degrees 48 minutes 17 seconds East, 72.18 Feet to a point; thence North 44 degrees 03 minutes 55 seconds East, 171.30 Feet to a point; thence North 65 degrees 42 minutes 04 seconds East, 276.67 Feet to a point; thence North 18 degrees 15 minutes 45 seconds West, 77.49 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears North 66 degrees 56 minutes 57 seconds East, 73.38 Feet and whose radius point bears North 18 degrees 15 minutes 45 seconds West, 439.50 Feet, an arc length of 73.46 Feet; thence North 62 degrees 09 minutes 38 seconds East, 224.00 Feet to a point to a point of curve to the left whose chord bears North 45 degrees 11 minutes 17 seconds East,

256.59 Feet and whose radius point bears North 27 degrees 50 minutes 22 seconds West, 439.50 Feet, an arc length of 260.38 Feet; thence North 28 degrees 12 minutes 56 seconds East, 600.12 Feet to a point to a point of curve to the right whose chord bears North 47 degrees 09 minutes 01 seconds East, 360.83 Feet and whose radius point bears South 61 degrees 47 minutes 04 seconds East, 556.00 Feet, an arc length of 367.48 Feet; thence North 66 degrees 05 minutes 06 seconds East, 316.01 Feet to a point to a point of curve to the right whose chord bears North 81 degrees 22 minutes 36 seconds East, 211.25 Feet and whose radius point bears South 23 degrees 54 minutes 54 seconds East, 400.50 Feet, an arc length of 213.78 Feet to a point of reverse curve to the left whose chord bears North 63 degrees 33 minutes 45 seconds East, 480.10 Feet and whose radius point bears North 06 degrees 40 minutes 05 seconds East, 439.50 Feet, an arc length of 507.89 Feet; thence North 30 degrees 27 minutes 24 seconds East, 135.41 Feet to a point to a point of curve to the right whose chord bears North 59 degrees 13 minutes 32 seconds East, 405.72 Feet and whose radius point bears South 59 degrees 32 minutes 36 seconds East, 421.50 Feet, an arc length of 423.28 Feet to a point of compound curve to the right, whose chord bears South 36 degrees 32 minutes 06 seconds East, 74.15 Feet and whose radius point bears South 02 degrees 00 minutes 20 seconds East, 45.00 Feet, an arc length of 87.13 Feet; thence South 18 degrees 56 minutes 07 seconds West, 118.81 Feet to a point; thence South 02 degrees 41 minutes 41 seconds West, 90.99 Feet to a point; thence South 52 degrees 58 minutes 11 seconds West, 6.56 Feet to a point; thence South 03 degrees 25 minutes 17 seconds West, 53.46 Feet to a point; thence South 23 degrees 36 minutes 43 seconds East, 44.00 Feet to a point; thence South 71 degrees 49 minutes 33 seconds West, 177.77 Feet to a point; thence South 49 degrees 52 minutes 27 seconds West, 498.65 Feet to a point; thence North 40 degrees 07 minutes 33 seconds West, 15.59 Feet to a point; thence North 81 degrees 34 minutes 02 seconds West, 203.75 Feet to a point; thence North 69 degrees 52 minutes 11 seconds West, 90.27 Feet to a point; thence South 82 degrees 47 minutes 59 seconds West, 147.77 Feet to a point; thence South 54 degrees 11 minutes 50 seconds West, 160.74 Feet to a point; thence South 23 degrees 51 minutes 51 seconds East, 8.12 Feet to a point; thence South 66 degrees 08 minutes 09 seconds West, 294.20 Feet to a point; thence South 38 degrees 16 minutes 53 seconds West, 109.35 Feet to a point; thence South 25 degrees 07 minutes 51 seconds West, 156.08 Feet to a point; thence South 26 degrees 24 minutes 19 seconds East, 177.07 Feet to a point; thence North 44 degrees 59 minutes 34 seconds East, 119.15 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 56 degrees 19 minutes 02 seconds East, 20.40 Feet and whose radius point bears North 44 degrees 59 minutes 34 seconds East, 52.00 Feet, an arc length of 20.53 Feet; thence South 44 degrees 59 minutes 34 seconds West, 129.88 Feet to a point; thence South 26 degrees 24 minutes 19 seconds East, 103.54 Feet to a point to the POINT OF BEGINNING, containing 912,427 Square Feet or 20.95 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

Park Area 2:

A tract of land being part of U.S. Surveys 1641 and 1669, Township 46 North, Range 3 East of the Fifth Principal Meridian, St. Charles County, Missouri, being further described as follows; Commencing at the northeast corner of Carriage Hills Plat One, a subdivision recorded in Plat Book 27 Page 143 of the St. Charles County Records; thence South 63 degrees 35 minutes 41 seconds West, 1,210.00 Feet to a point; thence South 26 degrees 44 minutes 40 seconds East,

247.97 Feet to a point; thence South 63 degrees 15 minutes 20 seconds West, 91.65 Feet to a point; thence South 51 degrees 21 minutes 42 seconds West, 97.82 Feet to a point; thence South 44 degrees 28 minutes 01 seconds West, 97.52 Feet to a point; thence South 35 degrees 43 minutes 40 seconds West, 97.52 Feet to a point; thence South 27 degrees 22 minutes 44 seconds West, 110.08 Feet to a point; thence South 03 degrees 19 minutes 43 seconds West, 126.88 Feet to a point; thence South 19 degrees 08 minutes 18 seconds East, 138.87 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 57.68 Feet to a point; thence North 31 degrees 52 minutes 21 seconds West, 67.70 Feet to a point; thence South 58 degrees 07 minutes 39 seconds West, 98.19 Feet to a point; thence South 28 degrees 03 minutes 02 seconds West, 86.52 Feet to a point; thence North 44 degrees 21 minutes 59 seconds West, 43.00 Feet to a point; thence South 45 degrees 41 minutes 18 seconds West, 40.85 Feet to a point; thence North 43 degrees 58 minutes 45 seconds West, 198.62 Feet to a point; thence South 46 degrees 21 minutes 12 seconds West, 30.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 41 degrees 10 minutes 51 seconds West, 1,474.77 Feet and whose radius point bears North 46 degrees 21 minutes 12 seconds East, 17,138.76 Feet, an arc length of 1,475.23 Feet; thence North 40 degrees 29 minutes 04 seconds East, 70.93 Feet to a point; thence North 01 degrees 01 minutes 46 seconds East, 1,104.13 Feet to the POINT OF BEGINNING of the tract herein described; thence South 82 degrees 25 minutes 36 seconds West, 662.78 Feet to a point; thence North 07 degrees 35 minutes 07 seconds West, 276.20 Feet to a point; Thence South 85 degrees 41 minutes 07 seconds East, 221.49 Feet to a point; thence North 18 degrees 15 minutes 34 seconds East, 149.51 Feet to a point; thence North 28 degrees 47 minutes 03 seconds East, 244.48 Feet to a point; thence North 31 degrees 09 minutes 42 seconds East, 211.21 Feet to a point; thence South 89 degrees 03 minutes 04 seconds East, 469.41 Feet to a

point; thence South 85 degrees 03 minutes 08 seconds East, 224.22 Feet to a point; thence North 00 degrees 56 minutes 17 seconds East, 36.95 Feet to a point; thence North 84 degrees 52 minutes 35 seconds East, 408.39 Feet to a point; thence continuing easterly along said line, a distance of 566.67 Feet; thence North 84 degrees 24 minutes 55 seconds East, 2,011.35 Feet to a point; thence South 02 degrees 34 minutes 32 seconds East, 535.71 Feet to a point; thence North 82 degrees 23 minutes 42 seconds East, 300.74 Feet to a point; thence South 10 degrees 43 minutes 42 seconds West, 85.89 Feet to a point; thence South 18 degrees 56 minutes 07 Seconds West, 26.75 Feet to a point to a point of curve to the right whose chord bears South 56 degrees 12 minutes 58 seconds West, 54.52 Feet and whose radius point bears North 71 degrees 03 minutes 53 seconds West, 45.00 Feet, an arc length of 58.56 Feet to a point of reverse curve to the left whose chord bears South 61 degrees 58 minutes 36 seconds West, 481.50 Feet and whose radius point bears South 03 degrees 29 minutes 49 seconds West, 460.50 Feet, an arc length of 506.67 Feet; thence South 30 degrees 27 minutes 24 seconds West, 131.88 Feet to a point; thence North 59 degrees 32 minutes 36 seconds West, 219.09 Feet to a point; thence North 73 degrees 35 minutes 18 seconds West, 279.65 Feet to a point; thence North 83 degrees 24 minutes 15 seconds West, 263.33 Feet to a point; thence North 78 degrees 46 minutes 06 seconds West, 94.73 Feet to a point; thence North 71 degrees 40 minutes 45 seconds West, 44.69 Feet to a point; thence South 89 degrees 09 minutes 13 seconds West, 66.58 Feet to a point; thence South 64 degrees 31 minutes 48 seconds West, 107.54 Feet to a point; thence South 20 degrees 14 minutes 35 seconds West, 73.58 Feet to a point; thence South 70 degrees 57 minutes 04 seconds East, 120.04 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 08 degrees 17 minutes 36 seconds West, 19.41 Feet and whose radius point bears

South 70 degrees 57 minutes 04 seconds East, 52.00 Feet, an arc length of 19.52 Feet; thence South 87 degrees 32 minutes 17 seconds West, 124.45 Feet to a point; thence North 14 degrees 04 minutes 55 seconds West, 16.35 Feet to a point; thence North 36 degrees 16 minutes 04 seconds West, 91.89 Feet to a point; thence North 48 degrees 54 minutes 53 seconds West, 95.38 Feet to a point; thence North 72 degrees 54 minutes 30 seconds West, 85.68 Feet to a point; thence North 81 degrees 49 minutes 16 seconds West, 497.24 Feet to a point; thence continuing westerly along said line, a distance of 136.40 Feet; thence South 08 degrees 10 minutes 44 seconds West, 119.00 Feet to a point to the point of curve of a non tangent curve to the right, whose chord bears North 31 degrees 11 minutes 07 seconds West, 28.23 Feet and whose radius point bears North 24 degrees 26 minutes 21 seconds East, 25.00 Feet, an arc length of 30.00 Feet to a point of reverse curve to the left whose chord bears North 71 degrees 47 minutes 56 seconds West, 129.43 Feet and whose radius point bears North 86 degrees 48 minutes 35 seconds West, 67.00 Feet, an arc length of 175.38 Feet; thence North 56 degrees 47 minutes 16 seconds West, 133.18 Feet to a point; thence South 12 degrees 18 minutes 21 seconds West, 173.74 Feet to a point; thence South 45 degrees 03 minutes 39 seconds East, 164.44 Feet to a point; thence South 81 degrees 49 minutes 16 seconds East, 34.48 Feet to a point; thence South 45 degrees 13 minutes 10 seconds West, 197.21 Feet to a point; thence South 23 degrees 50 minutes 10 seconds West, 120.41 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 150.32 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 120.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.68 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 500.00 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 43.67 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 110.00 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 119.27 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 100.95 Feet to a point; thence South 67 degrees 15 minutes 16 seconds West, 81.70 Feet to a point; thence South 34 degrees 15 minutes 24 seconds West, 95.97 Feet to a point; thence

South 01 degrees 15 minutes 33 seconds West, 95.97 Feet to a point; thence South 31 degrees 44 minutes 19 seconds East, 95.97 Feet to a point; thence South 64 degrees 44 minutes 11 seconds East, 83.15 Feet to a point; thence South 89 degrees 13 minutes 58 seconds East, 102.41 Feet to a point; thence South 00 degrees 46 minutes 02 seconds West, 123.51 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears South 72 degrees 28 minutes 23 seconds West, 67.94 Feet and whose radius point bears South 14 degrees 15 minutes 15 seconds East, 595.00 Feet, an arc length of 67.97 Feet; thence North 41 degrees 00 minutes 05 seconds West, 363.75 Feet to a point; thence North 04 degrees 35 minutes 38 seconds East, 75.91 Feet to a point; thence North 40 degrees 34 minutes 34 seconds West, 314.77 Feet to a point to the point of curve of a non tangent curve to the left, whose chord bears North 30 degrees 06 minutes 42 seconds East, 52.89 Feet and whose radius point bears North 55 degrees 23 minutes 40 seconds West, 337.50 Feet, an arc length of 52.95 Feet; thence South 89 degrees 13 minutes 58 seconds East, 433.75 Feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 670.00 Feet to a point; thence North 89 degrees 13 minutes 58 seconds West, 475.00 Feet to a point; thence North 00 degrees 46 minutes 02 seconds East, 499.60 Feet to a point; thence North 89 degrees 13 minutes

58 seconds West, 147.61 Feet to a point to a point of curve to the left whose chord bears South 45 degrees 53 minutes 54 seconds West, 465.62 Feet and whose radius point bears South 00 degrees 46 minutes 02 seconds West, 330.00 Feet, an arc length of 516.85 Feet; thence South 01 degrees 01 minutes 46 seconds West, 2.86 Feet to a point to the POINT OF BEGINNING, containing 2,824,577 Square Feet or 64.84 Acres, more or less, per survey and calculations by St. Charles Engineering and Surveying, Inc. during the month of January, 2005.

EXHIBIT C
LEGAL DESCRIPTION OF EASEMENT AREA

FENCE MAINTENANCE INGRESS AND EGRESS EASEMENT LOCATED ON METROPOLITAN PARK AND RECREATION DISTRICT PER DEED BOOK 4125, PAGE 1998 (PARCEL NO.: 3-157D-A061-00-00P7.0000000). SAID FENCE MAINTENANCE INGRESS AND EGRESS EASEMENT FOR THE BENEFIT OF C-1 OF BARATHAVEN AS RECORDED IN PLAT BOOK 43, PAGE 120, OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS AND FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF LOT C-1 OF BARATHAVEN AS RECORDED IN PLAT BOOK 43, PAGE 120, OF THE ST. CHARLES COUNTY, MISSOURI, RECORDS; THENCE ALONG THE NORTHERN LINE OF SAID LOT, NORTH 71 DEGREES 49 MINUTES 33 SECONDS EAST, 31.27 FEET; THENCE DEPARTING FROM SAID NORTHERN LINE, NORTH 57 DEGREES 28 MINUTES 32 SECONDS EAST, 70.90 FEET;
THENCE SOUTH 23 DEGREES 24 MINUTES 59 SECONDS EAST, 17.65 FEET TO THE NORTHERN LINE OF LOT C-1 OF BARATHAVEN; THENCE ALONG THE NORTHERN LINE OF SAID LOT, SOUTH 71 DEGREES 49 MINUTES 33 SECONDS WEST, 70.30 FEET TO THE POINT OF BEGINNING.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A DEPOSIT AGREEMENT GUARANTEEING LAND DISTURBANCE IMPROVEMENTS WITH CASH BY AND BETWEEN THE CITY AND ST. CHARLES COMMUNITY COLLEGE, GUARANTEEING THE CONSTRUCTION, INSTALLATION, AND COMPLETION OF CERTAIN IMPROVEMENTS WITHIN THE ST. CHARLES COMMUNITY COLLEGE FIELD TO TABLE INSTITUTE DEVELOPMENT.

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri (the "City"), finds and determines that it is to the benefit of the City to enter into a Deposit Agreement Guaranteeing Improvements with Cash with St. Charles Community College, guaranteeing the construction, installation, and completion of certain improvements associated with certain real property within the City known as St. Charles Community College Field to Table Institute.

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 Deposit Agreement Guaranteeing Improvements with Cash Deposit, by and between the City of Dardenne Prairie, Missouri, and St. Charles Community College, 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 and City Engineer are hereby authorized and directed to attest to the Agreement and such 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. Savings Clause: Nothing contained herein shall in any manner be deemed or construed to alter, modify, supersede, supplant or otherwise nullify any other Ordinance of the City or the requirements thereof whether or not relating to or in any manner connected with the subject matter hereof, unless expressly set forth herein.

SECTION 3. Severability Clause: If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had

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

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

Read two (2) times, passed, and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A

the United States of America as will be required to complete the IMPROVEMENTS and guarantee timely payment of CITY engineering inspections, or to fulfill the maintenance obligations of the PERMITTEE, of the aforesaid SWPPP; said additional sums shall also be subject to the terms of this DEPOSIT AGREEMENT.

7. That, except as otherwise provided in this Section, the PERMITTEE guarantees that all required IMPROVEMENTS, which have not been installed to date, will be installed, constructed and completed within two (2) years from date of the issuance by the CITY of a land disturbance permit therefore ("COMPLETION DATE"), and the PERMITTEE shall appoint a qualified, licensed engineer to supervise the construction, installation and completion of the IMPROVEMENTS and shall furnish to the CITY upon the completion of the IMPROVEMENTS a Certificate of Completion by said appointed engineer. Certificate of Completion shall be in the form attached hereto as Exhibit C.

If, after the COMPLETION DATE, all the IMPROVEMENTS have not been completed, the PERMITTEE may request in writing, and the CITY Engineer has the discretion to grant, an extension to the COMPLETION DATE for a period of up to two (2) years if the CITY Engineer reasonably determines that the extension is necessary to facilitate adequate and coordinated provisions for the proposed IMPROVEMENTS, facilities or requirements so long as all deposit agreements are extended and approved by the CITY Attorney. The CITY Engineer, in his/her sole discretion, may require, as a condition of the extension, execution of a new DEPOSIT AGREEMENT, recalculation of deposit amounts or satisfaction of new code requirements or other reasonable conditions as may be needed to ensure compliance with the CITY's Municipal Code.

8. Due to the costs of administering this DEPOSIT AGREEMENT and compliance with State regulations relating thereto, the PERMITTEE shall pay the CITY upon execution of this DEPOSIT AGREEMENT an additional fee of five hundred dollars (\$500.00) that shall be used by the CITY to defray costs of administration, legal review, procedural changes, and other costs not otherwise reimbursed to the CITY resulting from the CITY's acceptance of this DEPOSIT AGREEMENT. The PERMITTEE shall be obligated to reimburse the CITY for any additional costs, including, but not limited to, reasonable attorneys' fees, above such deposited fee arising in any way from the CITY's acceptance of this DEPOSIT AGREEMENT.

9. That prior to a request for deposit release, the PERMITTEE shall submit a written request for inspection of the IMPROVEMENTS for which the deposit is being held. In the event CITY determines that any of the IMPROVEMENTS are deficient in any respect, CITY will issue a written notice to PERMITTEE specifying the deficiency(s) ("DEFAULT NOTICE"). If PERMITTEE has not, within fifteen (15) days after the date on which such DEFAULT NOTICE is received by PERMITTEE, begun and pursued, with all best efforts, correction of all deficiency(s) noted, then CITY may without any further notice to PERMITTEE, withdraw such amount from the appropriate Deposit Account as CITY reasonably deems necessary to correct such deficiency(s) or to protect CITY from damages resulting from such deficiency(s).

10. That the PERMITTEE shall submit a written request for approval of release of the CONSTRUCTION DEPOSIT as to all or any part of the PERMITTEE's obligation only after construction, completion and installation of some phase of work on the IMPROVEMENTS indicated on the approved SWPPP, receipt of the requisite written notification from the appropriate inspecting public authority, and approval by the CITY Engineer.

DEPOSIT AGREEMENT. Maintenance shall include repair or replacement of all defects, deficiencies and damage to the IMPROVEMENTS that may exist or arise, abatement of nuisances caused by such IMPROVEMENTS, removal of mud and debris from construction, erosion control, grass cutting, removal of construction materials (except materials to be used for execution of the SWPPP as permitted by SWPPP). All repairs and replacement shall comply with CITY specifications and standards. Any maintenance on IMPROVEMENTS accepted by the CITY for public dedication shall be completed under the supervision of and with the prior written approval of the CITY Engineer. The maintenance obligation for required IMPROVEMENTS to existing public roads or other existing public infra-structure already maintained by a public governmental entity shall terminate on and after the date such IMPROVEMENTS have been inspected by the City Engineer and deposit released by the Governing Body.

16. That the MAINTENANCE DEPOSIT shall be retained by the CITY to guarantee maintenance and/or repair and replacement of the required IMPROVEMENTS and shall be subject to the immediate order of the CITY Engineer to defray or reimburse any cost to the CITY of maintenance or repair of IMPROVEMENTS related to the SWPPP which the PERMITTEE fails or refuses to perform. Such costs shall include off-site damage caused by deficiencies in the IMPROVEMENTS or failure of maintenance. Except in emergency circumstances or where action is otherwise required before written notice can be provided, the CITY Engineer shall provide the PERMITTEE with a written demand and opportunity to perform the maintenance before having such maintenance performed by the CITY. The CITY Engineer shall have the authority to require the maintenance deposit to be replaced or replenished by the PERMITTEE in any form permitted for an original deposit where the amount remaining is determined to be insufficient or where the maintenance deposit was already drawn upon by the CITY for maintenance, repair or replacement.

17. The CITY Engineer may approve such further releases if it is determined in his/her discretion, after inspection of the IMPROVEMENTS, that the total maintenance amount retained is clearly in excess of the amount necessary for completion of the maintenance obligation, after all reasonable contingencies are considered.

18. That upon expiration of the maintenance obligations established herein, and after the CITY has received written request for final inspection from the PERMITTEE, the CITY Engineer shall cause a final inspection to be made of the required IMPROVEMENTS. Funds shall then be released if there are no defects or deficiencies found and all other obligations are shown to be satisfied on inspection thereof or at such time thereafter as any defects or deficiencies are cured with the permission of and within the time allowed by the CITY Engineer. This release shall in no way be construed to indemnify or release any person from any civil liability that may exist for defects or damages caused by any construction, IMPROVEMENT or development for which any deposit has been released.

19. The CITY Engineer shall inspect each category of IMPROVEMENTS within twenty (20) business days after a request for such inspection has been filed with the CITY Engineer by the PERMITTEE, and no inspection shall be required until such request is received by the CITY Engineer. For purposes of this Section, an "inspection request" shall constitute and occur only on a completed written request form that shall include:

- (a) The category of Improvement reflected in this DEPOSIT AGREEMENT that is requested to be inspected;

AGREEMENT if the IMPROVEMENTS are not completed in the original time period provided by the DEPOSIT AGREEMENT and no right to any extension shall exist or be assumed.

21. That if the PERMITTEE or surety fails to comply with the CITY Engineer's requirements for payment as described above or fails to complete the IMPROVEMENTS or otherwise violates the DEPOSIT AGREEMENT provisions and there is a risk that construction will continue on the SITE without the timely prior completion of IMPROVEMENTS or compliance with DEPOSIT AGREEMENT provisions, the CITY Engineer may in addition or alternatively to other remedies:

a. Suspend the right of the PERMITTEE to build or construct on the SITE. The CITY Engineer shall give the PERMITTEE ten (10) days' written notice of an order under this Subsection with copies to all sureties, as appropriate, who have outstanding obligations for any portion of the SITE and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the CITY Engineer is not convinced by compelling evidence that completion of the IMPROVEMENTS is adequately assured as provided herein, the CITY Engineer shall order construction suspended on the SITE. The order shall be served upon the PERMITTEE with a copy to the issuer of the surety, as appropriate, and a copy recorded with the Recorder of Deeds. The notice shall contain the following minimum language, which may be supplemented at the discretion of the CITY Engineer.

THIS SITE, HAS BEEN DECLARED IN DEFAULT BY THE CITY OF DARDENNE PRAIRIE CITY ENGINEER. NO DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER SHALL TAKE PLACE WITHIN THE LIMITS OF THIS SITE UNTIL SUCH TIME AS THE CITY OF DARDENNE PRAIRIE CITY ENGINEER REMOVES THIS PROHIBITION. ANY DEVELOPMENT, CONSTRUCTION, BUILDING OR DEMOLITION IN ANY MANNER WHILE THIS PROHIBITION IS IN EFFECT IS ILLEGAL AND SHALL BE ENFORCED PURSUANT TO THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

The City shall not thereafter authorize construction, building or demolition activity to take place on the SITE contrary to the City Engineer's order. The suspension shall be rescinded in whole or in part only when the CITY Engineer is convinced that completion of the IMPROVEMENTS is adequately assured in all or an appropriate part of the SWPPP has been provided; or

b. Suspend the rights of the PERMITTEE or any RELATED ENTITY to construct structures in any development platted after the effective date of such suspension throughout CITY of Dardenne Prairie and such incorporated areas as are under CITY's jurisdiction. The CITY Engineer shall give the PERMITTEE ten (10) days' written notice of an order under this clause with a copy to any sureties known to the CITY Engineer to have obligations outstanding on behalf of the PERMITTEE or RELATED ENTITIES and shall record an affidavit of such notice with the Recorder of Deeds. If, within the ten (10) day period after notice is given, the CITY Engineer is not convinced by compelling evidence that completion of the IMPROVEMENTS is adequately assured as provided herein, the CITY Engineer shall order construction on the SITE suspended. The order shall be served upon the PERMITTEE, and a copy recorded with the Recorder of Deeds. The CITY shall not thereafter authorize construction, building or demolition activity to take place on the SITE contrary to the CITY

St. Charles Community College - Tony Rothermich

PERMITTEE

Tony Rothermich
Authorized Signature

Tony Rothermich - VP of Operations and Strategic Initiatives

Printed Name

Title

trothermich@stchas.edu

Email Address

4601 Mid Rivers Mall Drive

Street Address

Cottleville MO 63376

City

State

Zip Code

636-922-8297

Telephone

Facsimile

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

On this 16 day of September, 2025, before me personally appeared Tony Rothermich, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

[Signature]
Notary Public

My Commission Expires:

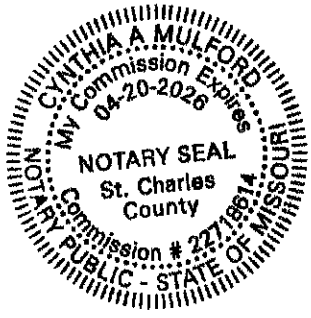


EXHIBIT A

[ATTACH APPROVED COST ESTIMATE]



**Field To Table Institute
Improvements Cost Estimate**

UNIT DESCRIPTION	UNIT PRICE	UNIT	ADD. COST	NO. OF UNITS	TOTAL
54" Headwall	\$ 3,838.38	Each		0	\$ -
60" Headwall	\$ 4,202.66	Each		0	\$ -
66" Headwall	\$ 4,655.26	Each		0	\$ -
72" Headwall	\$ 4,978.54	Each		0	\$ -
12" RCP	\$ 53.62	LF		0	\$ -
15" RCP	\$ 59.93	LF		0	\$ -
18" RCP	\$ 63.08	LF		0	\$ -
21" RCP	\$ 69.39	LF		0	\$ -
24" RCP	\$ 78.85	LF		0	\$ -
27" RCP	\$ 82.00	LF		0	\$ -
30" RCP	\$ 86.73	LF		0	\$ -
33" RCP	\$ 93.04	LF		0	\$ -
36" RCP	\$ 97.77	LF		0	\$ -
42" RCP	\$ 118.27	LF		0	\$ -
48" RCP	\$ 137.20	LF		0	\$ -
54" RCP	\$ 175.05	LF		0	\$ -
60" RCP	\$ 209.74	LF		0	\$ -
66" RCP	\$ 264.93	LF		0	\$ -
72" RCP	\$ 362.71	LF		0	\$ -
Area Inlet, Single	\$ 3,264.36	Each		2	\$ 6,528.71
Area Inlet, Double	\$ 3,918.80	Each		0	\$ -
Area Inlet, Triple	\$ 4,896.53	Each		0	\$ -
Manhole	\$ 2,128.93	Each		0	\$ -
Curb Inlet, Single	\$ 2,128.93	Each		0	\$ -
Curb Inlet, Double	\$ 4,037.08	Each		0	\$ -
Curb Inlet, Triple	\$ 4,257.86	Each		0	\$ -
Box Culvert	\$ 1,146.47	CY		0	\$ -
W* Junction Chamber	\$ 15,313.57	Each		0	\$ -
Overflow Structure	\$ 9,793.07	Each		0	\$ -
Detention / Retention Basin - Apartments / Condominiums	\$ 97.77	Unit	\$ 14,713.26	0	\$ -
Detention / Retention Basin - Industrial / Commercial	\$ 1,952.31	Acre	\$ 24,443.25	0.086	\$ 24,611.15
Detention / Retention Basin - Residential	\$ 394.25	Lot	\$ 12,221.62	0	\$ -
Riprap / Revetment - Heavy Stone (12-24")	\$ 74.12	SY		0	\$ -
Riprap / Revetment - Light Stone (9-12")	\$ 74.12	SY		4	\$ 296.47
W* Mandrel Test	\$ 11.83	Run	\$ 591.73		\$ -
W* Jetting	\$ 1.78	LF		0	\$ -
Granular Fill	\$ 5.83	CY		10	\$ 58.35
Concrete Encasement	\$ 346.94	CY		0	\$ -
W Underdrain	\$ 866.81	Each		0	\$ -

Storm \$ 32,309.98

Water Quality Improvements

W* Filter or Infiltration BMP	\$ 18.49	SF		96	\$ 1,775.22
W* Wet Pond	\$ 15.31	SF		0	\$ -

Water Quality \$ 1,775.22

Streets

Concrete ADA Curb Ramp with Truncated Domes	\$ 1,632.18	Each		1	\$ 1,632.18
Concrete Sidewalk - 4" Thick	\$ 7.41	SF		5220	\$ 38,689.72
Concrete Sidewalk - 6" Thick (Residential Entrances)	\$ 7.73	SF		0	\$ -
Concrete Sidewalk - 7" Thick (Commercial Entrances)	\$ 8.04	SF		150	\$ 1,206.39

EXHIBIT NO. B

[ATTACH OR REFERENCE SWPPP FOR SITE]

Title of SWPPP: C204 - SWPPP PLAN

Prepared by: Weis Design Group

Dated: 05/02/25

With the Latest Revision Date: 09/04/25

EXHIBIT NO. C

CERTIFICATE OF COMPLETION

Project Name/Site Location: St. Charles Community College Field to Table Institute

City of Dardenne Prairie Project Number: ENG-2025-001

I certify that all engineering designs and construction work on the above-listed development have been completed in accordance with City of Dardenne Prairie, Missouri, codes and the storm water pollution prevention plan approved by the City Engineer.

I further certify that the construction of improvements has been completed to acceptable tolerances, and any variations from the originally approved plans are noted in the "as-built" plans that have been provided to the City of Dardenne Prairie, Missouri, for above-listed project/site.

Thomas P. Weis, P.E.

Project Engineer (printed)

5291 Fifth Street

Street Address

Cottleville, MO, 63304

City

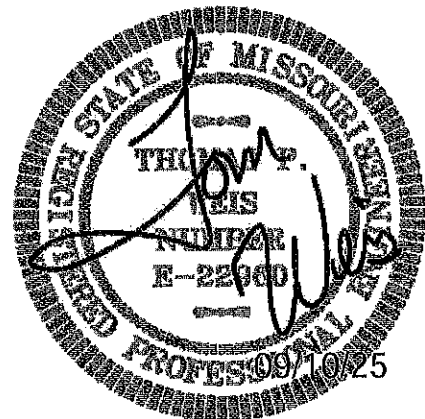
Sate

Zip Code

314-541-1534

Telephone

Facsimile



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

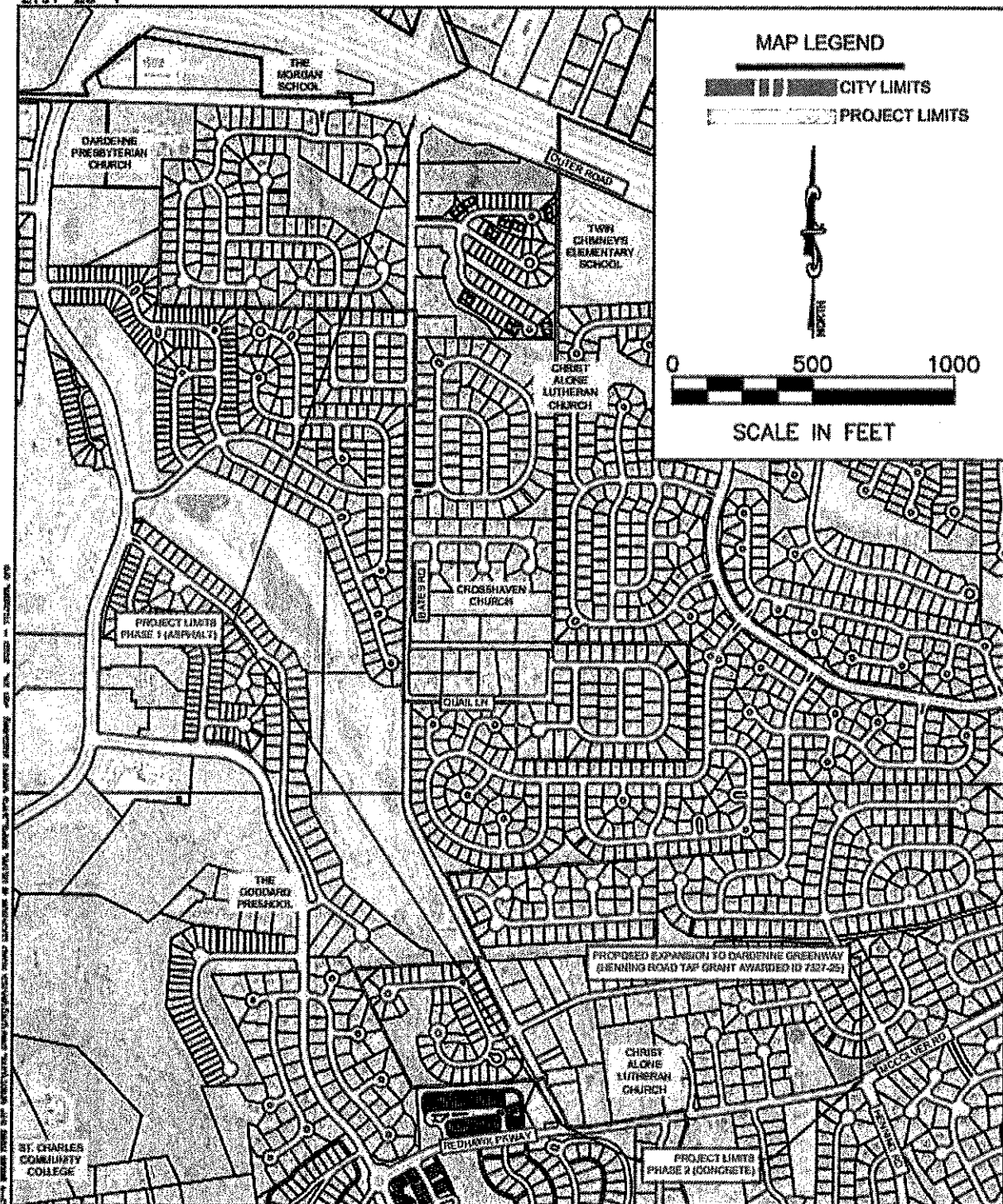


Exhibit B – Project Schedule

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 for duty with the contractor.

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

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

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

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

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

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

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

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

BILL NO. 25-44

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