

**DARDENNE**



**PRAIRIE**

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

**BOARD OF ALDERMEN  
WORK SESSION AGENDA  
OCTOBER 15, 2025  
6:00 p.m.**

**CALL MEETING TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ITEMS FOR DISCUSSION AND CONSIDERATION**

1. St. Charles County Police Quarterly Report (Captain Hunt)
2. St. Charles County Roads and Traffic Managing Director presentation of the County's BikeWalk Plan (Amanda Brauer)
3. A bill opting out of temporarily extended liquor service hours during the 2026 FIFA World Cup Tournament. (Mayor Widaman)
4. Review of 10-15-25 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**

**RBA FORM (OFFICE USE ONLY)**

MEETING DATE: 10-15-25

Regular ( X ) Work Session ( X )

ATTACHMENT: YES ( ) NO ( X )

Contract ( ) Ordinance ( X ) Other ( )

**Request for Board Action**  
**By: Mayor Widaman**

**Description:** A bill opting out of temporarily extended liquor service hours during the 2026 FIFA World Cup Tournament.

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

• **Summary/Explanation:**

In 2025, Missouri enacted §311.2026, RSMo (effective August 28, 2025), authorizing any establishment licensed to sell intoxicating liquor by the drink for on-premises consumption to operate 24 hours a day and serve alcohol between 6:00 a.m. and 5:00 a.m. the following day from June 11, 2026 through July 19, 2026. The statute expressly permits local governments to exempt themselves by ordinance or modify the temporary hours within their jurisdiction (not less than their ordinary hours, and not exceeding the state-allowed hours).

It is anticipated that all of the games will be broadcast during normal viewing hours for the USA and therefore an extension of the hours of consumption and service is not needed to accommodate viewers at “watch parties”. The following businesses in Dardenne Prairie would be impacted by us opting out.

Town Square Pub n Grub	7843 Town Square Avenue
Dardenne Prairie Hall Corp.	2199 Post Road
Town Square 12 Cine	7805 Town Square Avenue
Red Robin	7821 Town Square Avenue
Sugarfire Smokehouse	1541 Bryan Road
Persis Indian Grill	1617 Bryan Road
Macadoodles	1555 Bryan Road

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

Potential reduction of any incremental sales-tax gains from extended hours.

RBA requested by: Mayor Widaman

Date: 10-08-2025

**DARDENNE**



**PRAIRIE**

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

**BOARD OF ALDERMEN  
MEETING AGENDA  
OCTOBER 15, 2025  
7:00 p.m.**

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**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

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

**PROCLAMATION** - Honoring Adnit Jhamb – A Rising Star in USA Cricket

**CONSENT AGENDA**

1. Board of Aldermen Minutes – 09-03-25 & 10-01-25
2. Work Session Summary – 09-03-25, 09-17-25 & 10-01-25
3. Expenditures for Approval – 10-15-25
4. Treasurer's Report – As of August 31, 2025
5. Treasurer's Report – As of September 30, 2025
6. Performance Bond Release - KJU, Inc. -1666 Stump Road ROW Permit

**ITEMS REMOVED FROM CONSENT AGENDA**

**PUBLIC COMMENT**

**MAYOR'S QUARTERLY REPORT TO CITIZENS**

**PUBLIC HEARING**

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

2. OTR LIQUORS CUP, TO ALLOW "ALCOHOLIC BEVERAGES (LIQUOR, BEER, WINE), RETAIL" & "DRIVE-THROUGH FACILITIES (RESTAURANTS, PHARMACY, GROCERY, ETC)" AS A CONDITIONAL USE.

## **NEW BUSINESS**

1. **Bill #25-48**  
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR CERTAIN PROPERTY LOCATED AT 7827 TOWN SQUARE AVENUE, SUITE NUMBERS 101 AND 102
2. **Bill #25-49**  
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A MAINTENANCE DEPOSIT AGREEMENT GUARANTEEING MAINTENANCE OF INSTALLED PUBLIC IMPROVEMENTS WITH LETTER OF CREDIT BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND GREYSTONE HOLDINGS, LLC, FOR THE DRAGONSTONE DEVELOPMENT.
3. **Bill #25-50**  
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, CHANGING THE COMPENSATION FOR THE BOARD OF ALDERMEN OF THE CITY
4. **Bill #25-51**  
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, EXEMPTING THE CITY FROM SECTION 311.2026 (House Bill 1041) RELATING TO 24-OPERATION OF LIQUOR LICENSEES BEGINNING JUNE 11, 2026, THROUGH JULY 19, 2026.

## **OLD BUSINESS**

1. **Bill #25-42 (Read one time on 9-17-25, read a second time on 10-01-25)**  
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).

## **OFFICER & STAFF COMMUNICATIONS**

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

## **ADJOURNMENT**

# PROCLAMATION

## Honoring Adnit Jhamb – A Rising Star in USA Cricket

**WHEREAS**, the City of Dardenne Prairie proudly recognizes the outstanding achievements of its young residents whose dedication, talent, and perseverance bring honor to our community; and

**WHEREAS**, Adnit Jhamb, a junior at Mary Institute and Saint Louis Country Day School (MICDS), has been named to the USA Cricket Under-19 National Squad to represent the United States in the Americas Qualifiers for the ICC Cricket World Cup; and

**WHEREAS**, Adnit's passion for cricket began at the age of six under the guidance of his father, Ajay Jhamb, and through years of dedication, discipline, and training, he has emerged as one of the most promising young cricketers in the nation; and

**WHEREAS**, Adnit's achievements include: a batting average of over 50 across all formats; being named Best Batter and Most Valuable Player at the Under-15 Nationals (2023); over 30 centuries and two five-wicket hauls; serving as Captain of the Missouri U19 team that won the Western Conference (2024); achieving a 5-57 performance in his second game for the USA U19 team; and leading his team to victory as captain at the King's College Festival in Taunton, capturing the Championship Trophy; and

**WHEREAS**, Adnit's accomplishments serve as an inspiration to young athletes across Missouri and the United States, showcasing the power of perseverance, family support, and community pride.

**NOW, THEREFORE, BE IT RESOLVED**, that I, Keith Widaman, Mayor of the City of Dardenne Prairie, Missouri, do hereby recognize and congratulate Adnit Jhamb for his outstanding athletic achievements, leadership, and representation of our community on the national and international stage.

**BE IT FURTHER RESOLVED**, that the City of Dardenne Prairie commends Adnit's family, coaches, and mentors for their guidance and encouragement in fostering his success, and extends best wishes as he competes in the Americas Qualifiers and beyond.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Dardenne Prairie to be affixed this 15th day of October, 2025.

\_\_\_\_\_  
Keith Widaman  
Mayor, City of Dardenne Prairie



The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:00 p.m. The meeting was opened with the Pledge of Allegiance followed by a moment of silence.

Present at roll call were Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson and City Attorney John Young and Sara Rutherford.

Mayor Widaman introduced Angela Lamb and Paul Neske. Both individuals addressed the Board, sharing an overview of their backgrounds and experience.

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

**CONSENT AGENDA**

1. Board of Aldermen Minutes – 05-07-25, 07-02-25, 07-16-25, 08-20-25
2. Work Session Summary – 08-20-25
3. Expenditures for Approval – 09-03-25
4. Treasurer's Report – As of July 31, 2025
5. Appointment of Angela Lamb to the BaratHaven Community Improvement District
6. BaratHaven Community Improvement District - 2026 Budget
7. Appointments to Planning & Zoning Commission – Paul Neske & Angela Lamb
8. Records Destruction – September, 2025

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

Rich Linderman  
Robert Polydys  
Tom Ohrman

**NEW BUSINESS**

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

**Bill #25-40**

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

**OLD BUSINESS**

A motion was made by Alderman Wilson, seconded by Alderman Detweiler to read Bill #25-39 for the second time by title only. Motion passed unanimously.

**Bill #25-39** (Read one time only on 8-20-25)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL COOPERATION AGREEMENT WITH THE CITY OF O'FALLON, MISSOURI, FOR ASPHALT PATH REPAIRS AND SEALING ON FIESE ROAD

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-39 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-39 passed and designated it to be Ordinance #2376.

**OFFICER & STAFF COMMUNICATIONS**

City Administrator Pratt addressed the Prairie detention basin issues: it's meant to drain, but repairs left outlet pipes set too high, causing standing water. The developer will lower the pipes and remove weeds this week; the city will re-inspect Friday and enforce if needed. Additional landscaping is planned for later this fall. She clarified that the Town Square condos' parking lot is private, not a public street or roadway. Units may be rented, but they were approved as condominiums.

Alderman Wilson asked about whether an ordinance/RBA was needed for mowing tall grass along highway areas (MoDOT rights-of-way). City Administrator Pratt clarified the Board already directed action; City crews are addressing it and coordinating MoDOT areas.

Alderman Gittemeier raised concerns about tall weeds and poor appearance at the Prairie Encore/vet site, asking whether maintenance/manicuring standards apply and what actions the City can take to ensure the property is maintained.

Mayor Widaman thanked staff for quickly improving MoDOT right-of-way mowing and appreciated Alderman Wilson's communication. He announced a special public meeting on Tuesday, September 23 at 6:00 PM at City Hall to gather resident input on the City's 10-acre Town Square property and encouraged attendance. He also congratulated new Planning & Zoning commissioners and thanked everyone for coming out and St. Charles County Police for their service.

**ADJOURNMENT**

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

Respectfully submitted,

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Kim Clark, City Clerk

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:01 p.m. The meeting was opened with the Pledge of Allegiance followed by a moment of silence.

Present at roll call were Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson (via video) and City Attorney John Young.

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

**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

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

Val DeBrunce  
Arnie Dienoff

**NEW BUSINESS**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-46 for the first time by title only. Motion passed unanimously.

**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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-46 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-46 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-46 passed and designated it to be Ordinance #2380.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-47 for the first time by title only. Motion passed unanimously.

**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.

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to read Bill #25-47 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Gittemeier to put Bill #25-47 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-47 passed and designated it to be Ordinance #2381.

**OLD BUSINESS**

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-42 for the second 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 Gittemeier to postpone Bill #25-42 until 10-15-25. Motion passed unanimously.

A motion was made by Alderman Detweiler, seconded by Alderman Gittemeier to read Bill #25-44 for the second 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 Gittemeier, seconded by Alderman Detweiler to put Bill #25-44 to final vote. Roll call was as follows:

Alderman Detweiler – Aye	Alderman Nay – Aye
Alderman Wilson – Aye	Alderman Widaman – Aye
Alderman Gittemeier – Aye	Alderman Johnson – Aye

Mayor Widaman declared Bill #25-44 passed and designated it to be Ordinance #2382.

A motion was made by Alderman Detweiler, seconded by Alderman Gittemeier to read Bill #25-45 for the second 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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-45 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-45 passed and designated it to be Ordinance #2383.

**OFFICER & STAFF COMMUNICATIONS**

City Administrator Pratt clarified that the Evergreen Solutions compensation study cost \$7,500. She appreciated confidence in her abilities but explained that, while she has experience with other compensation structures, she lacked experience with a banded plan like this one. She emphasized that job classifications should be handled by an independent consultant to avoid personal bias, though she could assist with future plan updates.

Alderman Johnson requested an update on the status of the city's front display sign, noting that several residents inquired about it during Prairie Day. City Administrator Pratt stated that the IT Manager is preparing specifications for the city's display sign, which will be used to solicit bids for the project.

Alderman Detweiler praised city staff for the success of Prairie Day, noting the great weather, strong community turnout, and value of resident engagement. She suggested hosting a similar event in spring. She also advised more careful

consideration when applying for future grants, emphasizing the need to prioritize projects that best serve residents, particularly those addressing vehicle traffic. Mayor Widaman praised the success of Prairie Day, noting the dedication of city staff, volunteers, and their families who worked long hours to make the event a community highlight. He appreciated the Aldermen's participation and mentioned starting a new tradition of the mayor cooking barbecue for staff. He reiterated the importance of the Evergreen compensation study, emphasizing fair pay to retain and attract qualified employees, especially given the city's smaller staff size compared to neighboring cities. He supported the use of an independent consultant to avoid bias and noted it had been since 2013 since the last study. He concluded by thanking the Board, city staff, residents, and police for their engagement and efforts in making the meeting and community events successful.

**ADJOURNMENT**

A motion was made by Alderman Detweiler, seconded by Alderman Johnson to adjourn the meeting at 7:41 p.m. Motion passed unanimously.

Respectfully submitted,

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Kim Clark, City Clerk

The City of Dardenne Prairie Work Session was called to order at 6:00 p.m.

The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay and Waters. Alderman Wilson arrived at approximately 6:11. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson and City Attorney John Young and Sara Rutherford.

The meeting was opened with the Pledge of Allegiance.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Approval of Streiler Planning, LLC Agreement for As-Needed Professional Planning Services (Pratt)
2. Review of 09-03-25 Board of Aldermen agenda

### **STAFF COMMUNICATIONS**

City Engineer Davidson reported that Town Square striping will begin next Monday using high-visibility thermoplastic for better performance in wet weather. He said the developer, in coordination with the City of O'Fallon, will repair the Core Marie signs on Bryan Road. Following a brief engineering review, he determined that stop signs at Meriwether Lewis and Expedition Court are not warranted because crash history, sight distance, and pedestrian volumes don't meet standards, and stop signs are not an effective solution for speeding. Regarding the MoDOT closure on Technology Drive, two weeks of traffic counts were collected with no complaints received; the data are pending. He noted that the roadway "hump" issue stems from road crowns and is best addressed during the Post Road Phase reconstruction. Finally, he confirmed that BaratHaven was patched on Friday and asked that any remaining issues be reported. Alderman Johnson mentioned a raised sidewalk slab in front of John Weldon Elementary School on Weldon Spring Road.

City Administrator Pratt reported that Nichole is finalizing plans for Prairie Day on Saturday, September 27, from 10:00 AM to 5:00 PM, featuring family activities, vendors, emergency vehicle displays, a Clydesdale meet-and-greet, a mechanical bull fundraiser between police, fire, and EMS at 1:00 PM, a reptile experience, and an interactive drumline; evening entertainment includes That 80s Band St. Louis at 6:30 PM with fireworks at 9:30 PM. She added that the City has been demoing time-keeping software to replace paper timesheets, mowing MoDOT rights-of-way and 364 Outer Road, filling potholes on BaratHaven Boulevard (with more to address), prepping ballfields for the fall baseball season, and beginning work on operational and capital budgets.

Alderman Detweiler requested updating the ordinance on "motorized play vehicles" to cover today's electric models (not just gas-powered). She asked the City Attorney to review and amend the language, and said clearer rules and outreach should reduce violations; under §310.040(E), both children and parents can be fined.

Alderman Gittemeier reported Ward 1 complaints as well especially along Bainbridge's main drag, stating the issue extends beyond Lewis & Clark into multiple subdivisions and needs citywide action.

## **WORK SESSION SUMMARY**

**SEPTEMBER 3, 2025**

Mayor Widaman thanked city staff for handling numerous initiatives from Public Works and IT to ballfield prep and Prairie Day planning and specifically recognized Cathy and Kim for coordinating a long list of tasks. He noted the work session was brief and reminded attendees that question and answers isn't part of work sessions or regular meetings, but he's available to chat during the break.

## **ADJOURNMENT**

A motion was made by Alderman Wilson, seconded by Alderman Gittemeier to adjourn the meeting at 6:25 p.m. Motion passed unanimously.

Respectfully submitted,

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Kim Clark, City Clerk

## **WORK SESSION SUMMARY**

**SEPTEMBER 17, 2025**

The City of Dardenne Prairie Work Session was called to order at 6:00 p.m.

The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Aldermen Detweiler, Gittermeier, 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.

The meeting was opened with the Pledge of Allegiance.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Salary Study Presentation by Evergreen Solutions LLC (postponed to 10-01-25)
2. Website Redesign (Maresca & Pratt)
3. Bates Road Project (Davidson)
4. Motorized Play Vehicles (Young)
5. Review of 09-17-25 Board of Aldermen agenda

### **STAFF COMMUNICATIONS**

City Engineer Davidson reported that Post Road Phase 1 and Henning Road Trail are in preliminary design, with comments from the city, county, and MoDOT being addressed. Town Square Avenue is nearly complete, with only minor items remaining before final closeout.

City Administrator Pratt reported that she, the Mayor, Aldermen Detweiler, Johnson and Wilson, and City Clerk Clark attended the Missouri Municipal League Conference in St. Charles, highlighting its value for training, networking with vendors, and learning about funding and grant opportunities.

She provided an update on Prairie Day, scheduled for Saturday, September 27 at City Hall Park, detailing the full lineup of activities, entertainment, and the Clydesdale appearance, and encouraged community participation and volunteers.

She also reminded residents about the Pet of the Year contest, open to Dardenne Prairie residents with voting to take place at Prairie Day.

Alderman Wilson encouraged all Aldermen to attend a meeting with the Wentzville School District Superintendent to strengthen communication and ensure the district is informed about community developments.

Alderman Johnson highlighted the value of the recent municipal conference, noting it provided strong networking opportunities and practical ideas from other cities. He emphasized learning from others' successes rather than "reinventing the wheel." He also shared that the city received an award for its Easter Egg Hunt, congratulating Nicole for her work on the event.

Alderman Detweiler reminded everyone of an Open House next Tuesday at 6:00 PM at City Hall to gather input on the city's 10-acre property, encouraging strong turnout and ideas.

### **ADJOURNMENT**

A motion was made by Alderman Gittermeier, seconded by Alderman Johnson to adjourn the meeting at 6:43 p.m. Motion passed unanimously.

Respectfully submitted,

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Kim Clark, City Clerk

## **WORK SESSION SUMMARY**

**OCTOBER 1, 2025**

The City of Dardenne Prairie Work Session was called to order at 6:01 p.m.

The meeting was held at Dardenne Prairie City Hall located at 2032 Hanley Road.

The following were in attendance: Mayor Widaman, Aldermen Detweiler, Gittemeier, Johnson, Nay, Waters and Wilson. Also present were City Clerk Kim Clark, City Administrator Cathy Pratt, City Engineer Matt Davidson (via video) and City Attorney John Young.

The meeting was opened with the Pledge of Allegiance.

### **ITEMS FOR DISCUSSION AND CONSIDERATION**

1. Salary Study Presentation by Evergreen Solutions LLC
2. RBA-Barathaven Blvd sidewalk & curb repairs (Waters)
3. RBA-GRG Lease Amendment (Pratt)
4. Review of 10-01-25 Board of Aldermen agenda

### **STAFF COMMUNICATIONS**

City Engineer Davidson provided an update on Bates Road traffic counts. The county conducted a nine-day traffic study at both ends of Bates Road, comparing results with 2024 MoDOT data used in the grant application. Counts near South Outer Road (364) were 12–18% higher, while counts near Red Hawk Parkway were 4–23% lower. Overall, traffic volumes on Bates Road have remained steady year to year, with differences falling within normal variation for short-term studies. No significant traffic increase was observed.

City Administrator Pratt thanked staff and officials for their hard work on Prairie Day, noting the event's success, strong attendance, and teamwork before, during, and after including cleanup help from the Boy Scouts. She shared her positive experience at her first Prairie Day and looks forward to next year.

She also welcomed several new businesses to Dardenne Prairie including Cross Country Mortgage, Title Resources, Sunny Perch Soaps, and Back Esthetics & Wellness.

Alderman Johnson suggested that the City consider seeking competitive bids for its trash service with Grace. He noted that while the current contract includes a one-year renewal option, other providers offer competitive pricing and added benefits such as twice-yearly bulk item dumps and senior discounts. He believes exploring bids could yield better options for the community.

Alderman Wilson agreed with the suggestion to explore competitive bids for trash service, noting that after discussions at the MML conference, he recognized other providers offer various options worth considering.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to seek professional bids for trash hauling services. Motion passed unanimously.

### **ADJOURNMENT**

A motion was made by Alderman Gittemeier, seconded by Alderman Detweiler to adjourn the meeting at 6:55 p.m. Motion passed unanimously.

Respectfully submitted,

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Kim Clark, City Clerk

**EXPENDITURES FOR APPROVAL**  
**10/15/2025**

1 AFLAC	October, 2025	287.04
2 Ameren	City Hall	1,961.40
3 Ameren	Traffic Light 2	72.92
4 Ameren	Traffic Light	13.72
5 Ameren	Street Lights	40.89
6 Ameren	Street Lights	210.32
7 Ameren	Concession Stand	450.37
8 Ameren	City Park	228.36
9 Ameren	Athletic Complex	509.42
10 Americom Technology Solutions	IT - October	2,288.72
11 Bridge Tower	Public Hearing Notices	147.05
12 Byrne & Jones Construction	Town Square Avenue Improvements	577,753.83
13 CDS Office Technologies	Copiers	373.76
14 Charter Communications	Service to 10-8-25	227.34
15 CI Select	Furniture Deposit	15,829.73
16 Cuivre River Electric	Light on Weldon Spring	43.75
17 Cuivre River Electric	Henke/Feise Rd. Traffic Signals	80.00
18 Cuivre River Electric	Light at Georgetown Park	28.90
19 Cuivre River Electric	Lights at St. Williams Apts.	43.55
20 Cuivre River Electric	Hanley Rd. Traffic Signal	85.00
21 First Bank	Credit Card Charges	3,766.01
22 Insurance - The Hartford	October, 2025	511.95
23 Insurance: KC Life	Vision & Dental: October, 2025	1,209.23
24 Insurance: Principal Life	Life: October, 2025	523.47
25 KJU, Inc.	Performance Bond Release	1,500.00
26 LAGERS	September, 2025	6,170.60
27 Mike Moehlenkamp	P&Z Certificate Reimbursement	400.00
28 MO Asso of Code Administrators	Seminar: Amelong	275.00
29 MO Municipal League	Classified Ad	45.00
30 MOPERM Risk Management Fund	Deductible	1,000.00
31 Parks: NCSI	Background Checks	148.00
32 Parks: Various Umpires	10/2 Umpire pay	1,866.25
33 Payroll	10-10-25 Payroll	42,519.67
34 PWSD #2	Athletic Complex water to 8-19-25	45.81
35 PWSD #2	Fountain water to 8-18-25	2,184.55
36 RLK & Associates	Apparel	1,765.50
37 Safeguard Business Systems	Court Deposit Books	108.97
38 St. Charles County Health	Mosquito Spraying - August	80.00
39 Stivers	Temporary Employee	503.28
40 UHY	Annual Audit	27,150.00
41 United Printing Consultants	Business cards	200.00
42 Weis Design Group	October, 2025 - Post Road Phase I	17,424.22
		<b>709,786.54</b>

Approved by Board of Aldermen 10-15-25

\_\_\_\_\_  
Mayor Keith Widaman

# TREASURER'S REPORT

As of August 31, 2025

General Fund	3,193,340.25
General Fund (Invested)	1,345,263.06
Special Revenue Fund	1,953,791.54
Special Revenue Fund (Invested)	325,195.85
Parks & Storm Water Fund	487,721.80
Parks & Storm Water Fund (Invested)	1,136,702.80
Parks & Storm Water Umpire Fund	10,053.99
Capital Improvement Sales Tax Fund	1,275,796.88
Capital Improvement Sales Tax Fund (Invested)	489,276.42
Transportation Fund	849,428.11
Transportation Fund (Invested)	0.00
Escrow/Bond Account	102,208.10
Petty Cash	100.00
Cash Drawer	200.00
<b>TOTAL</b>	<b>11,169,078.80</b>

Municipal Court	38,123.46
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Respectfully submitted,



Kim Clark  
City Clerk/Treasurer

TREASURER'S REPORT

As of September 30, 2025

General Fund	3,206,285.96
General Fund (Invested)	1,350,444.59
Special Revenue Fund	2,217,693.26
Special Revenue Fund (Invested)	326,448.40
Parks & Storm Water Fund	513,905.16
Parks & Storm Water Fund (Invested)	1,141,081.03
Parks & Storm Water Umpire Fund	7,574.21
Capital Improvement Sales Tax Fund	1,321,700.73
Capital Improvement Sales Tax Fund (Invested)	491,160.96
Transportation Fund	883,214.67
Transportation Fund (Invested)	0.00
Escrow/Bond Account	105,073.45
Petty Cash	100.00
Cash Drawer	200.00
<b>TOTAL</b>	<b>11,564,882.42</b>

Municipal Court	17,436.26
-----------------	-----------

Respectfully submitted,



Kim Clark  
City Clerk/Treasurer



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

City Engineer  
Phone 636.755.5320  
CityEngineer@DardennePrairie.org

October 9<sup>th</sup>, 2025

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

**Subject:** Final Release of KJU, Inc. Performance Bond for  
Work in Public Right-of-Way at 1666 Stump Road  
Dardenne Prairie Project No. DP133

Dear Mayor Widaman:

Following our inspection, we recommend a full refund of the \$1,500.00 cash bond posted by KJU, Inc. for work performed at the subject site by KJU, Inc. 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  
2025.10.09  
10:36:15-05'00'

Matthew W. Davidson, P.E.  
City Engineer

cc: Board of Aldermen  
Kim Clark, City Clerk  
Michael McKernan, KJU, Inc.

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, APPROVING A CONDITIONAL USE PERMIT  
FOR CERTAIN PROPERTY LOCATED AT 7827 TOWN  
SQUARE AVENUE, SUITE NUMBERS 101 AND 102**

**WHEREAS**, on August 26, 2025, a Conditional Use Permit Application was submitted to the City of Dardenne Prairie, Missouri (the “City”), a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the “Application”), by Rakesh Patel (“Applicant”), requesting to use certain real property located at 7827 Town Square Avenue, Suite Nos. 101 and 102 located in the City (the “Property”), and owned by ARP Properties DP LLC, a Missouri limited liability company (the “Owner”) as a liquor store with drive through facilities; and

**WHEREAS**, the Property is zoned “C-3” Retail Commercial District, pursuant to the Municipal Code of the City; and

**WHEREAS**, pursuant to Section 405.195 of the Municipal Code of the City, “alcoholic beverages (liquor, beer, and wine), retail” and “drive-through facilities (restaurants, pharmacy, grocery, etc.)” are conditional uses in the “C-3” Retail Commercial District (the “Conditional Use”); and

**WHEREAS**, pursuant to § 405.475 of the Municipal Code of the City, the Planning and Zoning Commission and Board of Aldermen held public hearings on the Conditional Use Permit Application; and

**WHEREAS**, pursuant to § 405.475 of the Municipal Code of the City, the Planning and Zoning Commission applied the following criteria and recommended approval of the Conditional Use Permit Application to the Board of Aldermen:

1. Whether the proposed Conditional Use complies with the Municipal Code, including use regulations, yard regulations and use limitations;
2. Whether the proposed Conditional Use will contribute to and promote the welfare or convenience of the public;
3. Whether the proposed Conditional Use will cause substantial injury to the value of other property in the surrounding area;
4. The location and size of the Conditional Use compared to the surrounding area;
5. Parking regulations;
6. Whether necessary facilities will be provided;
7. Traffic congestion and roadway access;
8. The property located in the surrounding area;
9. Testimony presented at the hearing before the Planning and Zoning Commission on October 8, 2025; and

**WHEREAS**, the Board of Aldermen considered the Application, the criteria provided in § 405.475 of the Municipal Code, and the particular evidence presented at the public hearing held on October 15, 2025.

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

**SECTION 1. Conditional Use Permit Conclusions of Law.** Based upon the evidence presented to it, and subject to the conditions stated herein, the Board of Aldermen of the City of Dardenne Prairie, Missouri, does hereby find and determine that the use of the Property for the retail sale of alcoholic beverages (liquor, beer, wine) and a drive-through facility (restaurants, pharmacy, grocery, etc.):

1. Complies with all applicable provisions of the Zoning Regulations set forth in the Municipal Code of the City;
2. Will contribute to and promote the welfare or convenience of the public;
3. Will not adversely affect the character or the traffic conditions of the surrounding area;
4. Will not adversely affect the parking regulations of the City;
5. Will not adversely affect public utility facilities; and
6. Meets all of the criteria set forth in Section 405.475(B) of the Municipal Code of the City.

**SECTION 2. Conditional Use Permit Approval.** The Board of Aldermen of the City of Dardenne Prairie, Missouri, does hereby authorize the use of the Property for the retail sale of alcoholic beverages (liquor, beer wine) and a drive through facility (restaurant, pharmacy, grocery, etc.), subject to the Applicant's and Owner's, including their respective successors in interest, compliance with all conditions of issuance set forth in this Ordinance.

**SECTION 3. Conditional Use Permit Conditions of Issuance:**

1. Applicant and Owner, having to the best of their knowledge provided the City with all information required by the appropriate sections of the Municipal Code pertaining to "C-3" Retail Commercial District and agree that any information inadvertently omitted will be provided upon request, as soon as it may reasonably be obtained.
2. Applicant and Owner agree that all improvements shall be constructed to meet all applicable federal, state, and local codes and shall comply with all of the City's applicable ordinances and construction standards.
3. Applicant and Owner (or their successors in interest) agree that the Property shall be used in compliance with all requirements of the Municipal Code of the City of Dardenne Prairie, Missouri.

4. The Conditional Use Permit granted by this Ordinance is subject to the Applicant's and Owner's (or their respective successors in interest) compliance with this Ordinance and any approved Site Plan, including any amendments thereto, for the Property.
5. Any violation of a requirement, term, condition or safeguard contained herein shall be considered a violation of Chapter 405 of the Municipal Code, subject to the applicable penalties contained therein and grounds for the Board of Aldermen to take all such actions as may be necessary to terminate and cancel the Conditional Use Permit approved pursuant to this Ordinance.

**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.

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

**SECTION 6. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance without the invalid or unenforceable provisions. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding.

[The remainder of this page is intentionally left blank.]

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

Exhibit A



City Hall  
2032 Hanley Road  
Dardenne Prairie, MO 63368  
Phone 636.561.1716  
Fax 636.626.0077

**CONDITIONAL USE PERMIT APPLICATION**

CITY OF DARDENNE PRAIRIE, MISSOURI

[www.DardennePrairie.org](http://www.DardennePrairie.org)

APPLICANT:

OTR Liquor 25 LLC  
Company Name  
Rakesh Patel - Owner  
Printed Name, Title  
311 Castleford Blvd  
Street Address  
O'Fallon, MO 63368  
City/State/Zip Code  
(320)444-0918 Telephone Otrliquor29@gmail.com Email

OWNER:

Same as above  
Company Name  
Printed Name, Title  
Street Address  
City/State/Zip Code  
Telephone Email

STREET ADDRESS OF CONDITIONAL USE: 7827 Town Square Ave  
Suite 101 & 102 Dardenne Prairie, MO 63368

LEGAL DESCRIPTION OF PROPERTY: Lot 8 of "Dardenne Town Square"  
PB. 42 PG. 305 Part of Lots 3 & 4 of the "Division of the Peter Lands"

EXISTING ZONING: C3-PUD PROPOSED ZONING: NA

PROPOSED USE & SCOPE OF WORK: Liquor Store (Packaged) Combine  
Units 101 & 102 for a 3600 sq ft liquor store.

CONDITIONAL USE APPLICATION FEE SUBMITTED: 920

SITE PLAN REVIEW FEE SUBMITTED (if applicable): \_\_\_\_\_

RECEIVED  
23543  
AUG 26 2025  
BY: 920.00

## CONDITIONAL USE PERMIT APPLICATION

Consideration a conditional use shall be based on the following criteria:

- A. Does the use comply with all applicable provisions of the zoning ordinance?
- B. Does the use at the specified location contribute to and promote the welfare and convenience of the public?
- C. The use will not cause substantial injury to the value of other property in the neighborhood in which it is to be located.
- D. The use shall not dominate the immediate neighborhood. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
  1. The location, nature and height of buildings, structures, walls and fences on the site; and
  2. The nature and extent of proposed landscaping and screening on the site.
- E. Off-street parking and loading areas shall be provided in accordance with the standards set forth in the zoning ordinance.
- F. Adequate utility, drainage and other such necessary facilities must be provided.
- G. Adequate access roads or entrance and exit drives must be provided. (Minimum 25' for 2-way and 14' for 1-way traffic.)
- H. In consideration of requests for any conditional use permits, the Planning and Zoning Commission/Board of Aldermen shall require such conditions of use as it deems necessary to protect the best interests of the City and the surrounding property and to achieve the objectives of the zoning ordinance.
- I. A time limitation may be required.

**Please Note:**

- In addition to the conditional use permit (CUP), a Building Permit and approval by the appropriate Fire Protection District may be required.
- Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan.
- A Business License will be required for any business occupying the space/site.

CONDITIONAL USE PERMIT APPLICATION

- ✓ Two (2) copies of a plot survey/sketch/site plan drawn to scale shall be prepared on sheet(s) not to exceed twenty-four (24) inches by thirty-six (36) inches and shall show the lot or lots included in the application; show all structures; give appropriate dimensions, utility easements and other information listed on this application. *Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the Planning & Development Manager*
- \_\_\_\_\_ Electronic and paper copy of legal description of the property. Electronic files may be sent via email to the Planning & Development Manager ([lstreiler@dardenneprairie.org](mailto:lstreiler@dardenneprairie.org)).
- \_\_\_\_\_ A list of property owners within 300 feet of the subject property and their mailing addresses in both electronic and hard copies. Electronic files may be sent via email to the Planning & Development Manager ([lstreiler@dardenneprairie.org](mailto:lstreiler@dardenneprairie.org)).
- \_\_\_\_\_ A good faith effort shall be made by the petitioner to notify by mail all property owners 300 feet of the subject property of the time and place of the public hearings. Such notices shall be postmarked at least fifteen (15) days prior to the date of the hearings. A sample notice is provided herein.
- \_\_\_\_\_ The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

\*\*\*Before signing this application, make sure all items above are completed\*\*\*

  
 \_\_\_\_\_  
 Applicant's Signature

8/26/25  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Owner's Signature

8/26/25  
 \_\_\_\_\_  
 Date

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

## Notice of Public Hearings

Date: 8/26/25

Re: Notice of Public Hearings,  
Dardenne Prairie, Missouri

Dear Property Owner:

Please be advised that the City of Dardenne Prairie, Missouri, will conduct a Public Hearing regarding a Conditional Use Permit application for a tract of land near your property before the Planning and Zoning Commission on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the city of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri, and before the Board of Aldermen on Wednesday, [month] [day], [year], at 7:00 p.m., or as soon thereafter as same may be heard, at the City of Dardenne Prairie City Hall located at 2032 Hanley Road in Dardenne Prairie, Missouri concerning the following:

Name of Applicant:

OTR Liquor 25 LLC

Name of Owner:

Rakesh Patel

Present Zoning Classification:

\_\_\_\_\_

Proposed Zoning Classification:

\_\_\_\_\_

Proposed Use:

Packaged Liquor Store

Property Location:

7827 Town Square Ave Unit 101  
Dardenne Prairie, MO 63368

Please be advised that you have the right to be heard at the public hearings. If you have any questions, feel free to contact me at ( ) - or the city of Dardenne Prairie at the telephone numbers listed below.

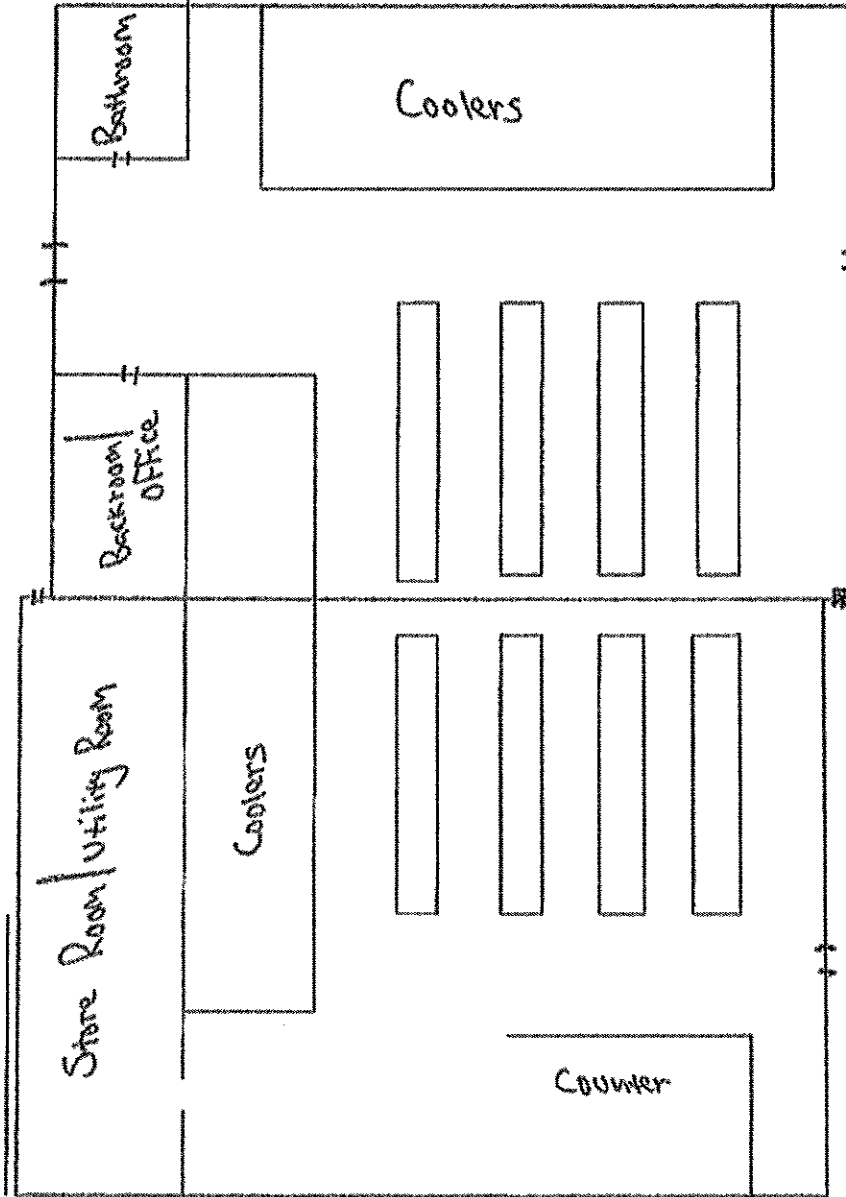
Sincerely,



Petitioner

cc: Todd M. Streller, AICP, LEED, AP Planning & Development Manager (636) 681-1718  
Kimberlie Clark, Dardenne Prairie City Clerk (636) 681-1718

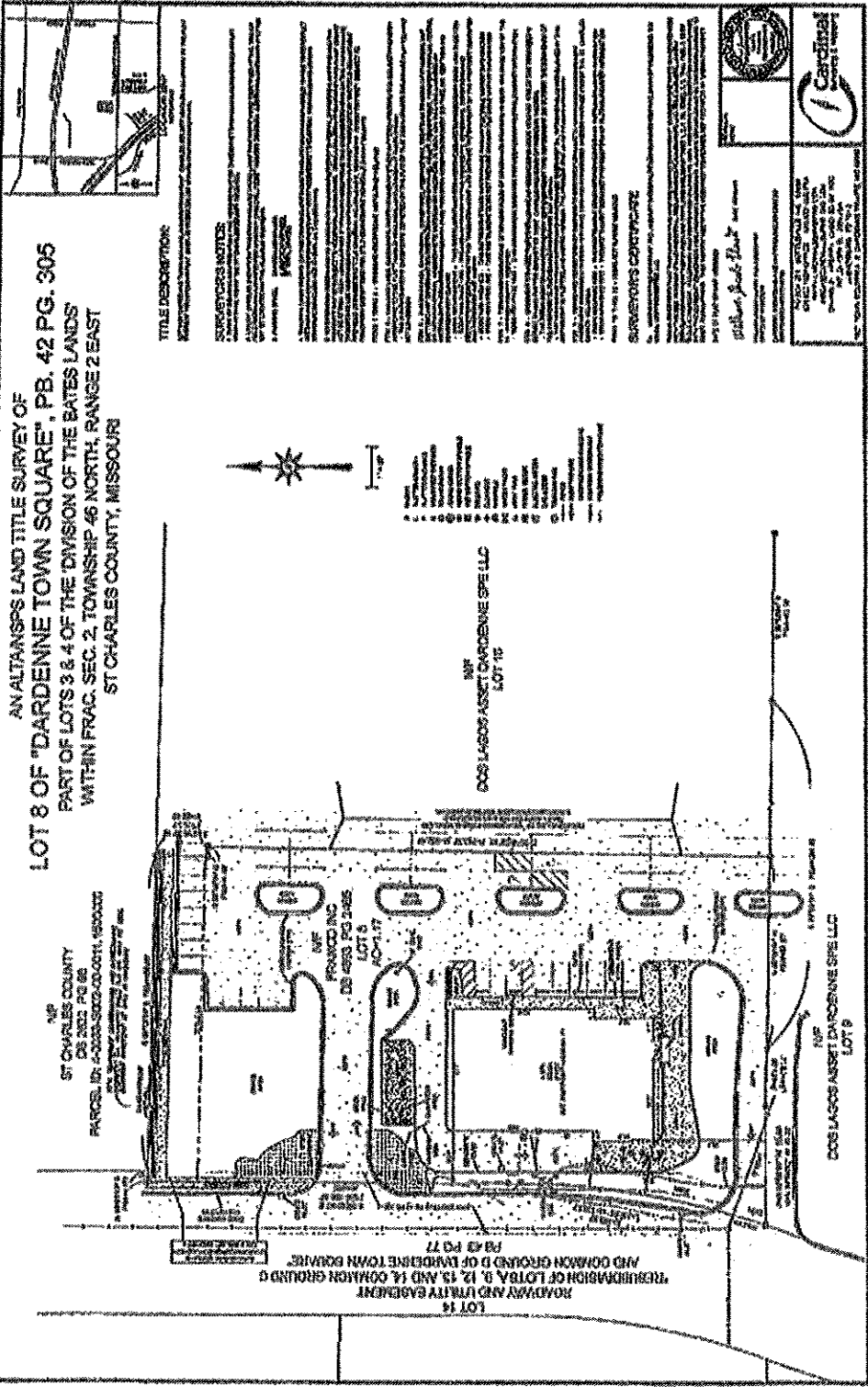
Proposed Packaged Liquor Store  
On The Rocks Liquor



Main Entrance (Unit 101)

Unit 102

7827 Town Square Ave  
Dardenne Prairie, MO 63368





**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A MAINTENANCE DEPOSIT AGREEMENT GUARANTEEING MAINTENANCE OF INSTALLED PUBLIC IMPROVEMENTS WITH LETTER OF CREDIT BETWEEN THE CITY OF DARDENNE PRAIRIE, MISSOURI, AND GREYSTONE HOLDINGS, LLC, FOR THE DRAGONSTONE DEVELOPMENT.**

**WHEREAS**, Greystone Holdings, LLC (the "Developer") has submitted plans, information, and data to the City of Dardenne Prairie, Missouri (the "City"), for the creation and development of a project to be known as Dragonstone; and

**WHEREAS**, all public improvements associated with the Dragonstone development (the "Public Improvements") have been completed in accordance with plans approved by the City Engineer and in compliance with the City's subdivision regulations; but such improvements have not yet been accepted or dedicated to the City; and

**WHEREAS**, pursuant to Section 410.130(F) of the Municipal Code of the City of Dardenne Prairie, the developer shall be responsible for the maintenance of all required improvements, including undeveloped lots, streets, sidewalks, common areas, and storm and drainage facilities, for a period continuing until the sooner of: (1) eighteen (18) months after acceptance for public dedication of the specific improvement by the City; or (2) eighteen (18) months after occupancy permits have been issued on ninety-five percent (95%) of all lots within the development; and

**WHEREAS**, said maintenance obligation includes 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, and street deicing and snow removal, all in accordance with City standards and specifications; and

**WHEREAS**, Section 410.130(D)(2) further requires that a maintenance deposit be established to guarantee the proper performance of such obligations, in an amount equal to ten percent (10%) of the City Engineer's approved estimate of the cost of construction, completion, and installation of the required improvements; and

**WHEREAS**, the Developer desires to establish the required maintenance deposit in the form of a Letter of Credit to guarantee the proper maintenance, repair, and performance of the completed Public Improvements during the required maintenance period; and

**WHEREAS**, the Board of Aldermen finds and determines that it is in the best interest of the City to enter into a Deposit Agreement Guaranteeing Maintenance of Installed Public

Improvements with Letter of Credit with Greystone Holdings, LLC for the Dragonstone development;

**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 Letter of Credit, by and between the City of Dardenne Prairie, Missouri, and Greystone Holdings, LLC., 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.

This Ordinance shall not constitute acceptance or dedication of the Public Improvements referenced herein but solely authorizes the establishment of the required maintenance guarantee pursuant to Section 410.130 of the Municipal Code.

**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 for the first time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

---

City Clerk

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

---

Mayor

Attest:

---

City Clerk

Dardenne Prairie Project Number: 971990

**DEPOSIT AGREEMENT GUARANTEEING IMPROVEMENTS  
WITH LETTER OF CREDIT**

THIS DEPOSIT AGREEMENT GUARANTEEING IMPROVEMENTS WITH  
LETTER OF CREDIT (the "AGREEMENT") made and entered into as of the 1 day of  
OCTOBER, 2025 by and among GREYSTONE HOLDINGS LLC  
\_\_\_\_\_, herein called  
DEVELOPER, and the CITY OF DARDENNE PRAIRIE, MISSOURI, herein called CITY.

WHEREAS, the DEVELOPER has submitted a SITE PLAN to the CITY for the development  
of certain real property known as DRAGONSTONE  
PROJECT # 18-5044  
\_\_\_\_\_  
(the "SITE"), and has requested approval of the same by the City; and

WHEREAS, the SITE PLAN has been approved by the City's Planning and Zoning Commission  
and all inspection fees owed to the City have been paid; and

WHEREAS, the DEVELOPER has engaged a qualified, licensed engineer to reasonably  
estimate and determine that the cost of construction, installation and completion of the improvements  
of the aforesaid SITE (the "IMPROVEMENTS") to be the sum of \_\_\_\_\_  
N/A DOLLARS  
(\$ \_\_\_\_\_), and the CITY Engineer has approved the aforesaid  
estimated cost of construction; and

WHEREAS, the DEVELOPER is seeking the CITY's approval of a construction permit; and

WHEREAS, the CITY's Municipal Code requires that the DEVELOPER must establish a  
satisfactory security to guaranty the satisfactory construction of the IMPROVEMENTS;

NOW, THEREFORE, in consideration of the covenants, promises and agreements herein  
provided;

IT IS HEREBY MUTUALLY AGREED:

1. That the DEVELOPER hereby deposits with City an irrevocable standby letter of credit in substantially the form attached hereto and marked as Exhibit No. 1, with such other terms as approved by the City Engineer, in favor of City for the sum of \_\_\_\_\_

N/A DOLLARS (\$ \_\_\_\_\_), in lawful money of the United States of America, called CONSTRUCTION DEPOSIT, with the CITY, guaranteeing the construction, installation and completion of the IMPROVEMENTS of the aforesaid development/subdivision together with the cost of restoration of the Site in case of failure of the DEVELOPER to complete the IMPROVEMENTS so approved once land disturbance has commenced, all in accordance with the ordinances of the CITY regulating the same, and timely payment of CITY engineering inspections of the SITE, and a separate deposit the sum of SEVEN THOUSAND FOUR HUNDRED THIRTY SIX & 90/100 DOLLARS (\$ 7,436.90), in lawful money of the United States of America, called MAINTENANCE DEPOSIT, with the CITY, as a deposit guaranteeing maintenance, repair and replacement, if necessary of all IMPROVEMENTS, together with the cost of restoration of the SITE in case of failure of the DEVELOPER to maintain the IMPROVEMENTS so approved once land disturbance has commenced, all in accordance with the ordinances of the CITY regulating the same, both deposits being for the IMPROVEMENTS shown on the approved SITE PLAN.

2. That all invoices for CITY engineering inspections shall be paid by the DEVELOPER within thirty (30) days of the date of the invoice.

3. That the CONSTRUCTION DEPOSIT and the MAINTENANCE DEPOSIT will be held by the CITY in two separate interest-bearing deposit accounts, with all interest accruing to the CITY to offset administrative and other costs of maintaining the deposit accounts.

4. That the CONSTRUCTION DEPOSIT shall guarantee the timely construction, installation and completion of the IMPROVEMENTS associated with the SITE, and shall be in the amount of one hundred ten percent (110%) of the CITY Engineer's estimate of the cost of the construction, completion and installation of the IMPROVEMENTS, dated N/A, a copy of which is attached hereto and made a part hereof as Exhibit 2, and as per the SITE PLAN for the SITE which has been filed with CITY and approved by the CITY Engineer on N/A, all of which are also made a part hereof as though set forth herein word for word as Exhibit 3.

5. That the MAINTENANCE DEPOSIT shall guarantee the maintenance and repair, if necessary, of all IMPROVEMENTS associated with the SITE, and shall be in the amount of ten percent (10%) of the CITY Engineer's estimate of the cost of the construction, completion and installation of the IMPROVEMENTS, dated 8-5-25, a copy of which is attached hereto and made a part hereof as Exhibit 2.

6. That in the event the CONSTRUCTION DEPOSIT is insufficient to complete the IMPROVEMENTS and/or guarantee timely payment for CITY engineering inspections of the SITE, or the MAINTENANCE DEPOSIT is insufficient for the maintenance and repair obligations of the DEVELOPER, the DEVELOPER will deposit with the CITY such additional sums in lawful money of 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 DEVELOPER, of the aforesaid development/subdivision; said additional sums shall also be subject to the terms of this DEPOSIT AGREEMENT.

7. That, except as otherwise provided in this Section, the DEVELOPER 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 construction permit therefore ("COMPLETION DATE"), and the DEVELOPER 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 4.

8. The CITY Engineer may reduce the obligation secured under the letter of credit upon completion, inspection and approval by the CITY Engineer of all required IMPROVEMENTS within a category of IMPROVEMENTS, or as work may occur from time to time on specific IMPROVEMENTS and is completed, inspected and approved, provided however, that:

(a) The CITY shall release or reduce the letter of credit as to all or any part of the DEVELOPER's obligation only after construction, completion, and installation of some phase of work on the IMPROVEMENTS as indicated on the approved Site Plan and receipt of requisite written notification from the CITY Engineer, but only in the amounts permitted herein.

(b) If, after the COMPLETION DATE, all the IMPROVEMENTS have not been completed, the DEVELOPER 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 transportation, water, sewerage, schools, parks, playgrounds or other public 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 Section 410.130 of the CITY's Municipal Code.

9. The DEVELOPER hereby represents and warrants to the CITY that the letter of credit deposited is not drawn on any financial institution where the DEVELOPER or a related person, directly or indirectly, voluntarily or involuntarily, owns, operates, controls through stock ownership or otherwise, or has become employed by, advises, consults with or represents in any capacity, such financial institution; provided however, nothing contained herein shall be construed to prohibit the DEVELOPER from (i) investing in any such financial institution, so long as he does not own or control ten percent (10%) or more of such financial institution's ownership interests, or ten percent (10%) or more of any class of securities of such financial institution, provided when the DEVELOPER is a financial institution, it may issue its own letter of credit. The letter of credit shall provide that the issuing institution will pay, on demand, to the CITY such amounts as the CITY may require to fulfill the DEVELOPER's obligations herein, as the same may be reduced from time to time in writing by the CITY Engineer. The letter of credit shall be irrevocable for least one (1) year, and shall state that any balance remaining at its expiration shall automatically be deposited in cash with the Treasurer of the CITY, unless a new letter of credit is issued and agreed to by the CITY or the CITY issues to the financial institution a written release of the obligations for which the letter of credit was deposited. The DEVELOPER shall pay a non-refundable fee of two hundred dollars (\$200.00) to the CITY with submission of an initial letter of credit and one hundred dollars (\$100.00) for any amendment or extension thereto, to partially reimburse the CITY's administration and review costs in accepting and maintaining such letter of credit.

10. Due to the costs of administering this DEPOSIT AGREEMENT and compliance with

State regulations relating thereto, the DEVELOPER 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 DEVELOPER 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 in lieu of completion of IMPROVEMENTS prior to recording the Record Plat.

11. That prior to a request for deposit release, the DEVELOPER 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 DEVELOPER specifying the deficiency(s) ("DEFAULT NOTICE"). If DEVELOPER has not, within fifteen (15) days after the date on which such DEFAULT NOTICE is received by DEVELOPER, begun and pursued, with all best efforts, correction of all deficiency(s) noted, then CITY may without any further notice to DEVELOPER, 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).

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

13. That after an inspection of the IMPROVEMENTS, the Board of Aldermen of the CITY may, upon a recommendation from the CITY Engineer, release up to ninety-five percent (95%) of the CONSTRUCTION DEPOSIT for the IMPROVEMENTS. Irrespective of any discretionary prior releases that may be authorized after completion of any component of the guaranteed IMPROVEMENTS (i.e., less than all of the IMPROVEMENTS in a given category), the remaining amount held for any category of IMPROVEMENTS for the entire subdivision shall be released within thirty (30) days of completion of all of the IMPROVEMENTS in such category of IMPROVEMENTS, minus a retention of five percent (5%) which shall be released only upon completion of all IMPROVEMENTS for the subdivision. The CITY Engineer shall establish the Improvement categories, which may consist of Improvement components or line items, to be utilized for calculation of deposit amounts, but such categories, components, and line items shall in no way modify or reduce the DEVELOPER's obligations hereunder as to all required Improvements, irrespective of any release or completion of any category, or underlying component or line item. All IMPROVEMENTS in a category shall be deemed complete only when:

a. Each and every component and line item within a category for the entire subdivision has been constructed and completed as required,

b. The DEVELOPER has notified the CITY Engineer in writing of the completion of all components of the category, provided all necessary or requested documentation, and requests an inspection,

c. The DEVELOPER is not in default or in breach of any obligation to the CITY including, but not limited to, the CITY Engineer's demand for maintenance or for deposit of additional sums for the subdivision, and

d. The inspection has been completed and the results of the inspection have been approved in writing by the CITY Engineer.

14. That the DEVELOPER shall continue to be responsible for defects, deficiencies and damage to public streets and other required IMPROVEMENTS during development of the subdivision. No inspection approval or release of funds from the CONSTRUCTION DEPOSIT as to any component or category shall be deemed to be CITY approval of IMPROVEMENTS or otherwise release the DEVELOPER of its obligation relating to the completion of the IMPROVEMENTS until the final subdivision release on all IMPROVEMENTS and maintenance is issued declaring that all IMPROVEMENTS have in fact been constructed as required. Inspection, approval CONSTRUCTION DEPOSIT release, or any partial releases, of any or all required IMPROVEMENTS shall not constitute acceptance of the IMPROVEMENTS by the CITY as a public improvement for which the CITY shall bear any responsibility or be deemed to have accepted for maintenance.

15. That no approval of required IMPROVEMENTS shall be granted for IMPROVEMENTS that fail to meet the specifications established herein, by CITY ordinance, or otherwise adopted by the CITY Engineer.

16. That upon final inspection and approval of all IMPROVEMENTS, the remaining amount of the CONSTRUCTION DEPOSIT shall be released; provided, that no such funds shall be released on a final inspection until the development of the subdivision is complete as determined by the CITY Engineer.

17. That upon commencement of installation of the IMPROVEMENTS within the subdivision, the DEVELOPER shall be responsible for maintenance of the IMPROVEMENTS, including undeveloped lots, streets, sidewalks, common areas and storm and drainage facilities, until the sooner of the (1) expiration of eighteen (18) months after acceptance for public dedication of the specific IMPROVEMENT by the CITY or (2) expiration of eighteen (18) months after occupancy permits have been issued on ninety-five percent (95%) of all of the lots in the subdivision plat(s) subject to this 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 construction on the lot or as permitted by site plan) and street de-icing and snow removal. 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, deposit released and accepted by the Governing Body of the governmental entity for dedication. Irrespective of other continuing obligations, the DEVELOPER's street de-icing and snow removal obligations shall terminate on the date a street is accepted by the CITY for public maintenance.

18. 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 subdivision which the DEVELOPER 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 DEVELOPER 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 DEVELOPER 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.

19. That in determining the amount of MAINTENANCE DEPOSIT that shall continue to be held, portions of the deposit amount that were attributable to IMPROVEMENTS that have been accepted by any third party governmental entity or utility legally responsible for the maintenance of the IMPROVEMENT may be released upon such acceptance of the IMPROVEMENT by the entity. 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.

20. That upon expiration of the maintenance obligations established herein, 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.

21. The CITY Engineer shall inspect each category of Improvement within twenty (20) business days after a request for such inspection has been filed with the CITY Engineer by the DEVELOPER, 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;
- (b) A certification from a professional engineer registered in the State of Missouri that the category of Improvement has been installed and is being maintained in conformance with the SITE PLAN and all applicable requirements thereto, and is therefore ready for inspection; and

- (c) A verified statement from a representative officer of the DEVELOPER attesting that the information in the inspection request is true and accurate.

Nothing herein shall preclude the CITY Engineer from completing additional inspections at his or her discretion or as a courtesy to the DEVELOPER.

22. That the obligation and rights of the DEVELOPER to construct, complete, install and maintain the IMPROVEMENTS indicated on the approved SITE PLAN and provide for street maintenance shall not cease until the DEVELOPER shall be finally released by the CITY Engineer, nor shall this DEPOSIT AGREEMENT be assignable or transferable by DEVELOPER. Furthermore, in the event of a default, abandonment, or failure of the DEVELOPER to timely complete the IMPROVEMENTS, no other person, firm, entity shall acquire (whether by contract, judicial foreclosure or other means) any rights to any remaining Deposits or deposit agreements of the DEVELOPER without entering into a new, separate deposit agreement with the CITY. If, after the COMPLETION DATE or after a later period as extended pursuant to Section 8, the IMPROVEMENTS are not constructed, completed, installed, accepted and maintained as required or if the DEVELOPER shall violate any provision of the DEPOSIT AGREEMENT, the CITY Engineer must notify the DEVELOPER to show cause within not less than ten (10) days why the DEVELOPER should not be declared in default. Unless good cause is shown, no building or other permit shall be issued to the DEVELOPER in the subdivision during any period in which the DEVELOPER is in violation of the DEPOSIT AGREEMENT or Chapter 410 of the Municipal Code. If the DEVELOPER fails to cure any default or present a compelling reason why no default should be declared, the CITY Engineer shall declare the DEVELOPER in default and may take any one (1) or more of the following acts:

- a. Deem the balance under the DEPOSIT AGREEMENT not theretofore released as forfeited to the CITY, to be then placed in an appropriate trust and agency account subject to the order of the CITY Engineer for such purposes as letting contracts to bring about the completion or maintenance of the IMPROVEMENTS indicated on the approved SITE PLAN or other appropriate purposes in the interest of the public safety, health and welfare; or
- b. Require the DEVELOPER, letter of credit provider or surety to pay to the CITY the balance of the surety not theretofore released; or
- c. Require the DEVELOPER to submit an additional cash sum sufficient to guarantee the completion or maintenance of the IMPROVEMENTS indicated on the approved SITE PLAN after recalculation in order to allow for any inflated or increased costs of constructing or maintaining the IMPROVEMENTS.

The failure of a DEVELOPER to complete the IMPROVEMENTS within the time provided by this DEPOSIT AGREEMENT (or any extension granted by the CITY), and including the payment of funds to the CITY due to such failure or an expiration of a letter of credit, shall be deemed an automatic act of default entitling the CITY to all remedies provided in Section 410.130 of the Municipal Code without further or prior notice. It shall be the sole responsibility of the DEVELOPER to timely request an extension of any DEPOSIT 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.

23. That if the DEVELOPER or letter of credit provider 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 development will continue in the subdivision 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 DEVELOPER to build or construct on the UNDEVELOPED PORTION of the subdivision. For the purpose of this Subsection the UNDEVELOPED PORTION of the subdivision means all lots other than lots which have been sold for personal use and occupancy or are under bona fide contract for sale to any person for personal use or occupancy. The CITY Engineer shall give the DEVELOPER ten (10) days' written notice of an order under this Subsection with copies to all letter of credit providers, as appropriate, who have outstanding obligations for any UNDEVELOPED PORTION of the subdivision 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 and maintenance of streets assured as provided herein, the CITY Engineer shall order construction suspended on the UNDEVELOPED PORTION of the subdivision. The order shall be served upon the DEVELOPER with a copy to the issuer of the letter of credit, 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.

1. If said notice is for a Site or subdivision:

THIS [SITE] SUBDIVISION, (name of [site] subdivision), 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] SUBDIVISION 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 CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

2. If said notice is for a lot:

THIS LOT, (lot number), 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 LOT 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 CHAPTER 410 OF THE MUNICIPAL CODE OF THE CITY OF DARDENNE PRAIRIE.

The City shall not thereafter authorize construction, building or demolition activity to take place 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 subdivision and a guarantee of public street maintenance has been provided; or

b. Suspend the rights of the DEVELOPER 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 DEVELOPER ten (10) days' written notice of an order under this clause with a copy to any letter of credit providers known to the CITY Engineer to have obligations outstanding on behalf of the DEVELOPER 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 and maintenance of streets assured as provided herein, the CITY Engineer shall order construction suspended. The order shall be served upon the DEVELOPER, with a copy to the letter of credit providers as appropriate, and a copy recorded with the Recorder of Deeds. The CITY shall not thereafter authorize construction, building or demolition activity to take place contrary to the CITY Engineer's order. The suspension shall be rescinded only when the CITY Engineer is convinced that completion of the IMPROVEMENTS is adequately assured and public street maintenance as assured. A DEVELOPER is a RELATED ENTITY of another person:

1. If either has a principal or controlling interest in the other; or
2. If any person, firm, corporation, association, partnership or other entity with a controlling interest in one has a principal or controlling interest in the other.

24. That if DEVELOPER or any RELATED ENTITY is in default, as determined by the CITY Engineer, the rights of the DEVELOPER or any RELATED ENTITY to receive development approval, which approval shall include, but not be limited to, approval of any plat or DEPOSIT AGREEMENT for new or further development in the CITY, shall be suspended. The suspension shall be rescinded only when the CITY Engineer is convinced that completion and maintenance of the IMPROVEMENTS is adequately assured.

25. That if DEVELOPER, letter of credit provider or any RELATED ENTITY fails to comply with any obligation of this DEPOSIT AGREEMENT, the CITY Engineer may recommend that the CITY Attorney take appropriate legal action and may also withhold any building or occupancy permits to DEVELOPER or RELATED ENTITIES until such compliance is cured. The CITY shall also have the right to partially or wholly remedy DEVELOPER's deficiencies or breached obligations by set-off of any funds or assets otherwise held by the CITY of the DEVELOPER to the maximum extent permitted by law. Such set-off shall occur upon written notice of such event by the CITY Engineer to the DEVELOPER after the DEVELOPER has failed to timely cure the deficiencies. The DEVELOPER shall pay the CITY's costs, including reasonable attorney's fees, of enforcing this DEPOSIT AGREEMENT in the event that the DEVELOPER is judicially determined to have violated any provision of this DEPOSIT AGREEMENT.

26. In addition to all other remedies available hereunder, in the event that the DEVELOPER shall abandon the development of the SITE or fail to timely complete the IMPROVEMENTS, whichever shall occur first, the CITY may thereafter complete, or have completed, said IMPROVEMENTS and may apply the remaining Construction Deposit therefor by delivering to the Letter of Credit Bank a Draw Request in the form of Exhibit 1, accompanied by its irrevocable letter of credit, any amendments thereto, and the appropriate signed form of certificate of drawing referenced therein. DEVELOPER further agrees to indemnify and hold harmless the CITY from and of any and all costs and expenses incurred by the CITY in completing the IMPROVEMENTS, including, but not limited to, the payment of any transfer charge of the Letter of Credit Bank in the event CITY should transfer its rights under the Letter of Credit to any transferee.

27. In addition to all other remedies available hereunder, in the event that the DEVELOPER shall abandon the development of the SITE or fail to maintain, repair or replace the IMPROVEMENTS, the CITY may thereafter maintain, repair or replace said IMPROVEMENTS and may apply the MAINTENANCE DEPOSIT therefor by delivering to the Letter of Credit Bank a Draw Request in the form of Exhibit 1, accompanied by its irrevocable letter of credit, any amendments thereto, and the appropriate signed form of certificate of drawing referenced therein. DEVELOPER further agrees to indemnify and hold harmless the CITY from and of any and all costs and expenses incurred by the CITY in maintaining, repairing or replacing the IMPROVEMENTS, including, but not limited to, the payment of any transfer charge of the Letter of Credit Bank in the event CITY should transfer its rights under the Letter of Credit to any transferee.

28. That the CITY hereby accepts this DEPOSIT AGREEMENT as a satisfactory DEPOSIT AGREEMENT under the provisions and any requirements of the CITY's Municipal Code.

29. In the event the IMPROVEMENTS are not completed prior to the expiration of the Letter of Credit, and the Letter of Credit has not been renewed, then the CITY shall make a Draw Request in the form of Exhibit B to Exhibit No. 1 attached hereto.

IN WITNESS WHEREOF, THE PARTIES hereunto have set their hands and seals.

[remainder of this page intentionally left blank]

GREYSTONE HOLDINGS LLC.  
DEVELOPER

*Timothy A. Griffey*  
Authorized Signature

Timothy A. Griffey MANAGING MEMBER  
Printed Name Title

Tim@Griffeyhomes.com  
Email Address

3555 Hwy F  
Street Address

DEFIANCE MO 63341  
City State Zip Code

314-568-9139  
Telephone Facsimile

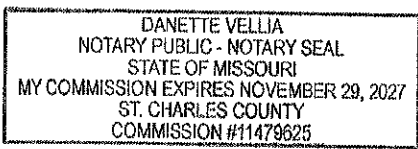
STATE OF MISSOURI )  
 ) SS  
COUNTY OF ST. CHARLES )

On this 1st day of October, 2025, before me personally appeared Timothy A. Griffey, 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.

*Danette Vellia*  
Notary Public

My Commission Expires: 11-29-27



APPROVED BY:

---

City Engineer (printed)

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Signature

Date

---

Mayor (printed)

---

Signature

Date

Attest:

---

City Clerk (printed)

---

Signature

Date

[Faint, illegible text or stamp]

Exhibit No. 1

FORM OF LETTER OF CREDIT

The Bank of Old Monroe  
2100 Hwy C  
PO Box 188  
Old Monroe, MO 63369

October 1, 2025

IRREVOCABLE LETTER OF CREDIT NO. 464

City of Dardenne Prairie, Missouri  
City Hall  
2032 Hanley Road  
Dardenne Prairie, Missouri 63368  
Attn: City Administrator

Dear Sir:

We hereby establish in your favor, (upon the application of and) for the account of Greystone Holdings LLC, 3555 Hwy F, Defiance, MO 63341 (the "Account Party") our transferable irrevocable standby letter of credit (the "Letter of Credit") in the amount of \$7,436.90 (the "Maximum Available Credit"), subject to reduction as hereinafter set forth.

For information only: This letter of credit is issued with respect to a site in Dardenne Prairie, Missouri, known and numbered as Dragonstone Development (the "Site").

Subject to all of the terms and conditions of this Letter of Credit, the Maximum Available Credit shall be made available to you by your draft(s) at sight drawn on us, accompanied by this letter of credit and any amendments thereto for presentation, and by the following documents:

1. Your signed certificate, in the form attached hereto as Exhibit A, dated not more than ten days prior to its presentation to us; or
2. Your signed certificate, in the form attached hereto as Exhibit B, dated not more than ten days prior to its presentation to us.

No draft will be paid if the amount thereof is in excess of the Maximum Available Credit hereunder as of the date such draft is to be paid.

Multiple drawings may be presented under this Letter of Credit, which, in the aggregate and

subject to the limitations set forth herein, shall not exceed the Maximum Available Credit then in effect and each such drawing honored by us hereunder shall reduce the Maximum Available Credit by the amount of such drawing. The draft(s) drawn under this Letter of Credit must be drawn and presented to our offices at 2100 Hwy C, Old Monroe, MO 63369, Attention: Loan Department (or such other officer, department or address designated in writing by us to you at your address shown above or at such other address as you shall advise us of in writing) by hand delivery or by delivery by courier between 9:00 a.m. and 4:30 p.m. (St. Louis, Missouri time) on a Business Day. As used in this Letter of Credit, "Business Day" shall mean any day other than a Saturday, Sunday or a day on which banking institutions in the State of Missouri are authorized or required by law to close.

We hereby agree that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored by us upon delivery of any of the certificate(s) specified above and if presented at our aforesaid offices on or before the Expiration Date (as defined below).

If demand for payment is made hereunder in strict conformity with the terms and conditions of this Letter of Credit before 11:00 a.m. (St. Louis, Missouri time) on any Business Day, payment of the amount demanded shall be made in immediately available funds not later than 1:00 p.m. (St. Louis, Missouri time) on the third succeeding Business Day.

Payment under this Letter of Credit to you shall be made by wire transfer of immediately available funds per your instructions.

Only you or a transferee may make drawings under this Letter of Credit. Upon payment as provided above of the amount specified in a sight draft drawn hereunder, the Maximum Available Credit of the Letter of Credit shall be reduced by the amount of the payment.

If demand for payment does not conform to the terms and conditions of this Letter of Credit, we will promptly notify you thereof and of the reasons therefor, such notice to be promptly confirmed in writing to you, and we shall hold all documents at your disposal or return the same to you, if directed by you.

This Letter of Credit is effective immediately and expires on (the "Expiration Date") the earliest of (i) 4:00 p.m. (St. Louis, Missouri time) on October 1, 2027, as such date may be extended as hereinafter provided, (ii) when you have drawn and we have paid to you the Maximum Available Credit of this Letter of Credit, or (iii) the day on which this Letter of Credit is surrendered to us for cancellation; provided, however, notwithstanding the termination by expiration of this Letter of Credit our payment obligation shall survive such expiration with respect to any sight drafts accompanied by a certificate in the form of Exhibit A or Exhibit B, as the case may be, presented to us for payment prior to the expiration of this Letter of Credit. It is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment for one year from the present or any future Expiry Date hereof and may not be surrendered to us for cancellation at any time, unless at least 60 days prior to any such date, we shall send you, in the form attached hereto as Exhibit C, notice that this Letter of Credit shall expire on the effective date contained in such notice.

Upon our receipt, from time to time, from you of a written reduction certificate in the form attached as Exhibit D, we are authorized to reduce the Maximum Available Credit hereunder by the amount stated in such certificate, any such reduction to be effective only at our close of business on the date on which we receive such written reduction certificate.

This Letter of Credit shall be governed by the internal laws of the State of Missouri, but subject, however, to the Uniform Custom and Practices for Documentary Credits, 2007 Revision, International Chamber of Commerce Commission Publication No. 600.

Any communications with respect to this Letter of Credit shall be in writing and shall be addressed to us at PO Box 188; 2100 Hwy C; Old Monroe, MO 63369 Attention: Loan Department, specifically referring thereon to Irrevocable Letter of Credit No. 464.

This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement. Exhibits A through D hereto are incorporated herein by reference as an integral part of this Letter of Credit.

Very truly yours,

The Bank of Old Monroe

By

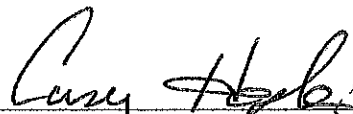
  
\_\_\_\_\_  
Casey Hopkins, President

EXHIBIT A  
TO LETTER OF CREDIT  
FORM OF CERTIFICATE FOR "A" DRAWING

\_\_\_\_\_, 20\_\_\_\_

The Bank of Old Monroe  
PO Box 188  
2100 Hwy C  
Old Monroe, MO 63369  
Attention: Loan Department

Re: Your Letter of Credit No. 464 in Favor of the City of Dardenne Prairie, Missouri for  
(the "Site")

Gentlemen:

The undersigned, a duly authorized official of the City of Dardenne Prairie, Missouri (the "Beneficiary"), hereby certifies to The Bank of Old Monroe (the "Bank"), with reference to Irrevocable Letter of Credit No. 464 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Account Party has failed to complete all Site Improvements by \_\_\_\_\_.
2. The draft in the sum of \$ \_\_\_\_\_  
accompanying this Certificate is not in excess of the Maximum Available Credit of the Letter of Credit and shall result in a reduction of the Maximum Available Credit of the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Dardenne Prairie to: \*\*\*Name of City Depository\*\*\* for the account of ABA \_\_\_\_\_  
, Attention \_\_\_\_\_, Reference \_\_\_\_\_.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF DARDENNE PRAIRIE, MISSOURI

By \_\_\_\_\_  
City Engineer

EXHIBIT B  
TO LETTER OF CREDIT  
FORM OF CERTIFICATE FOR "B" DRAWING

\_\_\_\_\_, 20\_\_

The Bank of Old Monroe  
PO Box 188; 2100 Hwy C  
Old Monroe, MO 63369  
Attention: Loan Department

Re: Your Letter of Credit No. 464 in Favor of the City of Dardenne Prairie,  
Missouri for \_\_\_\_\_ (the "Site")

Gentlemen:

The undersigned, a duly authorized official of the City of Dardenne Prairie, Missouri (the "Beneficiary"), hereby certifies to The Bank of Old Monroe (the "Bank"), with reference to Irrevocable Letter of Credit No. 464 (the "Letter of Credit"; any capitalized terms used herein and not defined shall have their respective meanings as set forth in the said Letter of Credit) issued by the Bank in favor of the Beneficiary, that:

1. The Expiration Date of the Letter of Credit is \_\_\_\_\_, and

EITHER

2. The Beneficiary has not received written notification of any amendment to the Letter of Credit which extends the Expiration Date,

OR

2. The Beneficiary has received written notification that the Letter of Credit will not be renewed.

3. The draft in the sum of \$ \_\_\_\_\_ accompanying this Certificate is not in excess of the Maximum Available Credit of the Letter of Credit, and shall result in a reduction of the Maximum Available Credit of the Letter of Credit.

Transfer the funds as stated above to the credit of the City of Dardenne Prairie to: \*\*\*Name of City Depository\*\*\* for the account of ABA \_\_\_\_\_, Attention \_\_\_\_\_, Reference \_\_\_\_\_.

IN WITNESS WHEREOF, the Beneficiary has executed and delivered this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

CITY OF DARDENNE PRAIRIE, MISSOURI

By \_\_\_\_\_  
City Engineer

EXHIBIT C  
TO LETTER OF CREDIT  
FORM OF NOTICE OF EXPIRATION

\_\_\_\_\_, \_\_\_\_\_  
City of Dardenne Prairie, Missouri  
City Hall  
2032 Hanley Road  
Dardenne Prairie, Missouri 63368  
Attention: City Engineer

Re: Our Letter of Credit No. 464 in Favor of the City of Dardenne Prairie, Missouri  
Amount:  
Expiration Date:  
For \_\_\_\_\_ (the "Site")

Gentlemen:

Please consider this letter as our notification that the above-referenced letter of credit will expire in full and finally on the above-mentioned date.

Very truly yours,

\*\*\*NAME OF ISSUING BANK\*\*\*

By \_\_\_\_\_  
Authorized Officer

cc: \*\*\*Account Party\*\*\*  
\*\*\*Account Party Address\*\*\*

EXHIBIT D  
TO LETTER OF CREDIT  
FORM OF REDUCTION CERTIFICATE

\_\_\_\_\_, 20\_\_\_\_

The Bank of Old Monroe  
PO Box 188; 2100 Hwy C  
Old Monroe, MO 63369  
Attention: Loan Department

LETTER OF CREDIT NUMBER: 464

IN ORIGINAL AMOUNT OF: \$ \_\_\_\_\_

For \_\_\_\_\_ (the "Site")

Gentlemen,

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

CITY OF DARDENNE PRAIRIE, MISSOURI

By \_\_\_\_\_  
City Engineer

# EXHIBIT 2

## DRAGONSTONE DEVELOPMENT SITE IMPROVEMENTS ACTUAL COSTS

IMPROVEMENT DISCRIPTION	UNIT TYPE	UNIT QTY.	UNIT PRICE (\$)	AMOUNT
<b>CONCRETE STREETS</b>				
				\$ 41,350.00
<b>STORM SEWERS</b>				
				\$ 29,197.00
<b>WATER</b>				
All ready paid an escrow to PWSD 2				
			\$ 44,042.00	
<b>EARTHWORK</b>				
already paid a \$5,000 gradling escrow to the city			\$ 34,300.00	
<b>EROSION CONTROL</b>				
All ready paid an escrow to the city				
			\$ 4,190.00	
<b>CONCRETE SIDEWALK / HANDY GAP STRIPS</b>				
				\$ 1,950.00
<b>STREET ID SIGNS</b>				
				\$ 1,872.00
<b>TOTAL COSTS</b>				<b>\$ 74,369.00</b>
10%		0.1	10%	<b>\$ 7,436.90</b>

### Dragonstone City Expences

8/23/2018	\$	75.00	demo permit
12/18/2019	\$	1,000.00	const permit \$1,000 plus \$1250 x 3.04 acres
1/3/2020	12/18/2019	\$ 3,800.00	same /total was \$4,800
1/3/2020	\$	64.00	sign permit
1/4/2020	\$	460.00	plat submittal paid it twice/ received a refund
1/7/2020	\$	1,154.00	
5/29/2020	\$	9,120.00	
5/29/2020	\$	225.00	
12/3/2021	\$	256.00	
	\$	704.00	Grading Permit
	\$	5,000.00	grading escrow
3/5/2019	\$	714.00	plat submittal
	\$	920.00	rezoning request
<b>TOTAL</b>	<b>\$</b>	<b>23,492.00</b>	

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE,  
MISSOURI, CHANGING THE COMPENSATION FOR THE  
BOARD OF ALDERMEN OF THE CITY**

**WHEREAS**, pursuant to section 79.270, RSMo., “The board of aldermen shall have power to fix the compensation of all the officers and employees of the city, by ordinance. But the salary of an officer shall not be changed during the time for which he was elected or appointed;” and

**WHEREAS**, section 115.060 of the City Code provides that “The Board of Aldermen shall fix the compensation of all the officers and employees of the City by ordinance. The salary of an officer shall not be changed during the time for which he/she was elected or appointed;” and

**WHEREAS**, the Board of Aldermen desires to change the compensation of the members of the Board of Aldermen;

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

**SECTION 1.** That the annual base salary of the Aldermen of the City of Dardenne Prairie, whose terms will commence on or after the first Tuesday of April, 2026, and their successors, shall be the sum of \$5,700.00, which sum shall be paid in equal monthly increments of \$475.00 each.

**SECTION 2.** Each duly elected and serving member of the Board of Aldermen and Mayor shall receive a stipend in the amount of One Hundred Fifty Dollars (\$150.00) per month as compensation for their service to the City. The stipend shall be paid monthly and shall be subject to all applicable state and federal withholdings.

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

**SECTION 4. Severability Clause:** If any term, condition, or provision of this Ordinance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof shall be valid in all other respects and continue to be effective and each and every remaining provision hereof shall be valid and shall be enforced to the fullest extent permitted by law, it being the intent of the Board of Aldermen that it would have enacted this Ordinance

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

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

Read the first (1<sup>st</sup>) time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Read the second (2<sup>nd</sup>) time, passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

**BILL NO. 25-51**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,  
EXEMPTING THE CITY FROM SECTION 311.2026 (House Bill 1041)  
RELATING TO 24-OPERATION OF LIQUOR LICENSEES BEGINNING JUNE  
11, 2026, THROUGH JULY 19, 2026.**

**WHEREAS**, Section 311.2026, Revised Statutes of Missouri (RSMo), temporarily permits licensees to operate twenty-four (24) hours and to sell or serve alcoholic beverages between 6:00 a.m. and 5:00 a.m. the next day, during the period of June 11, 2026 through July 19, 2026, unless a political subdivision exempts itself by ordinance; and

**WHEREAS**, the Board of Aldermen of the City of Dardenne Prairie finds it in the best interests of the City and its residents to maintain the City's ordinary hours for the sale and service of alcoholic beverages; and

**WHEREAS**, the Board desires to provide clarity to local licensees regarding permissible hours during the above-referenced period.

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

**SECTION 1. Opt-Out.** Pursuant to RSMo §311.2026, the City hereby exempts itself from the temporary extension of hours authorized during the 2026 FIFA World Cup. For the period June 11, 2026 through July 19, 2026, all licensees within the City shall remain subject to the City's ordinary permissible hours for sale, service, and on-premises consumption of alcoholic beverages as set forth in the Municipal Code.

**SECTION 2. Administration.** The City Administrator is authorized to provide notice of this ordinance to the Missouri Division of Alcohol and Tobacco Control and to local licensees.

**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

**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 (1<sup>st</sup>) time this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
As Presiding Officer and as Mayor

Attest:

\_\_\_\_\_  
City Clerk

Read the second (2<sup>nd</sup>) 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:

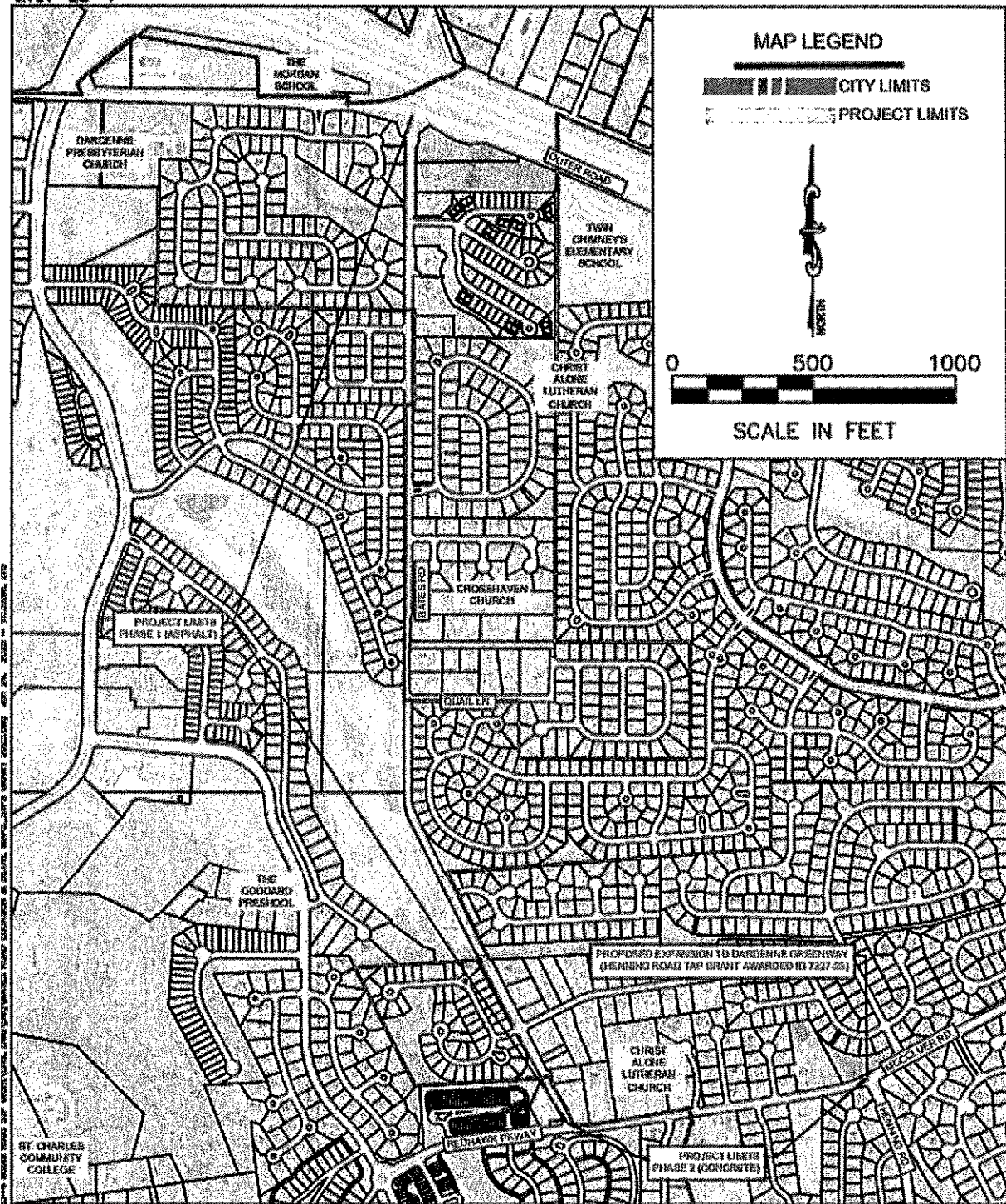
\_\_\_\_\_  
Commission Counsel

By \_\_\_\_\_

Title \_\_\_\_\_

Ordinance No: \_\_\_\_\_

Exhibit A - Location of Project



## Exhibit B – Project Schedule

Project Description: STBG-5407(622) Bates Road

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

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

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

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

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto: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](mailto: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/AWHD/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 journeyworkers 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 journeyworkers 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 to 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.

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**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.

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**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.

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**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.

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**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.