

DARDENNE



P R A I R I E

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

**BOARD OF ALDERMEN
WORK SESSION AMENDED AGENDA
NOVEMBER 19, 2025
6:00 p.m.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ITEMS FOR DISCUSSION AND CONSIDERATION

1. Crack Seal Bid Award for Barathaven/Bluebird Trails (Matt Davidson)
2. Supplemental Agreement for Post Road Phase I Project (Matt Davidson)
3. RBA Proposed requirement for occupancy in the event of a change in occupancy or sale of property (Aldermen Detweiler and Nay)
4. RBA Proposed increase in Alderman compensation with removal of stipend and addition of cell phone option for City business (Aldermen Detweiler, Nay and Gittemeier)
5. RBA Reconsideration of Bill #25-42, Bates Road Phase 1, Project funding (Alderman Nay, Gittemeier and Mayor Widaman)
6. FY 2026 Budget and Capital Plan Ordinance (City Administrator, Cathy Pratt)
7. Questionnaire – Multifamily Moratorium (City Administrator, Cathy Pratt)
8. Review of 11-19-25 Board of Aldermen agenda

STAFF COMMUNICATIONS

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

CLOSED SESSION

Roll call vote to hold closed session pursuant to RSMo 610.021 section _____
Litigation and Privileged Communications (1)
Real Estate (2)
Personnel (3)
Bid Specs (11)
Audit (17)

RETURN TO REGULAR MEETING AGENDA

ADJOURNMENT

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 11/19/2025

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

Request for Board Action
By: Staff

• **Description:**

Award of Bid / Agreement for RFB 25-001, Trail Crack Sealing and Trail Reconstruction at Barathaven and Bluebird Meadow Trails.

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

• **Summary/Explanation:**

The City issued Request for Bids (RFB 25-001) for crack sealing of the asphalt shared-use paths at Barathaven and Bluebird Meadow, including the removal and replacement of 173 square yards of trail at Barathaven. All work includes furnishing labor, equipment, and materials for crack routing, hot-pour crack sealant installation, and full-depth asphalt reconstruction within the designated area.

The City received two (2) bids in response to RFB 25-001. After review by staff, Asphalt Services LLC was determined to be the lowest responsive and responsible bidder, meeting all qualifications and requirements outlined in the RFB.

Staff recommend awarding the contract to Asphalt Services LLC based on their total bid of \$37,935.00.

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

Identified in the FY2025 Budget under Trail Maintenance/Replacement for \$28,000.00

2025 Budget Available: \$22,000.00

2025 Budget Requested: \$37,935.00

Because the bid amount exceeds the current budgeted allocation, the FY2025 Budget will require a budget amendment to increase the Parks & Trails Maintenance line item by \$15,935.00 to fully fund the contract. Actual expenditures will reflect the final measured quantities but will not exceed the total contract amount unless otherwise approved by the Board.

RBA requested by: Matthew Davidson

Date: 11/14/2025

RBA FORM (OFFICE USE)

MEETING DATE: Nov. 19, 2025

Regular () **Work Session (X)**

ATTACHMENT: YES (X) NO ()

Contract () Ordinance () Other ()

Request for Board Action

By: Alderman Detweiler and
Alderman Nay

Ward 1, 2, and 3

- **Description: Home Inspections**

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- **Recommendation: Staff – Approve () Disapprove () No Opinion (X)**

- **Summary/Explanation:**

Review Chapter 525 and change Section 525.020 in the City Code require an inspection by the City of Dardenne Prairie of all city residences prior to the sale of the property or change in rental occupancy. Review any other sections in 525 that may need updating to conform with this change. (See attached)

This change would make sure that all properties have an inspection before new occupants move in and are safe.

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

None

RBA requested by: Alderman Detweiler, Alderman Nay

Date: 11/12/2025

Cathy Dratt

Chapter 525. Occupancy Permits

Section 525.010. Definitions.

[Ord. No. 1151 §1, 4-18-2007]

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

DIRECTOR

The City Administrator or the City Administrator's designee.

DWELLING UNIT

A single unit providing complete, independent living facilities for one (1) or more persons including permanent provision for living, sleeping, eating, cooking and sanitation.

NON-OWNER OCCUPIED DWELLING UNIT

A dwelling unit for which no occupant thereof is expressly named as an owner of the dwelling unit, nor is a trustee or beneficiary of a trust that is expressly named as an owner of the dwelling unit, all as indicated upon the deed of record on file in the office of the Recorder of Deeds of St. Charles County, Missouri.

[Ord. No. 2257, 6-21-2023]

OCCUPIABLE SPACE

A room or enclosed space designed for human occupancy in which individuals congregate for amusement, educational or similar purposes or in which occupants are engaged at labor, and which is equipped with means of egress and light and ventilation facilities.

PERSON

An individual, heirs, executors, trustee, administrators or assigns, its or their successors or assigns, or the agent of any of the aforesaid. The term "person" shall also mean a firm, partnership, co-partnership, company, corporation, association, joint stock company, joint venture, trust, estate, organization or combination of individuals, of any kind, character, form or nature whatsoever, its or their successors or assigns, or an officer, manager, member, partner, employee, executor, trustee, administrator or agent of any of the aforesaid.

[Ord. No. 2257, 6-21-2023]

PREMISES

Any dwelling unit or occupiable space.

Section 525.020. Certificate of Compliance.

[Ord. No. 1151 §1, 4-18-2007]

- A. It shall be unlawful for any person to occupy or use or to permit the occupancy, reoccupancy or use of any non-owner occupied dwelling unit for any purpose until a life, health and safety occupancy certificate has been issued by the Director.

[Ord. No. 2257, 6-21-2023]

- B. The certificate shall state that the premises and any adjacent common area, if applicable, have been inspected and that the same is in compliance with the provisions of this Chapter. The certificate shall also state the name and address of the owner.
- C. It shall be unlawful for any person to knowingly make any false statement in an application for a certificate as to ownership or any other necessary facts.
- D. The Director shall give particular attention to the items set forth in said "Exhibit A" to this Chapter, when making inspections required by this Chapter. The Director may adopt and promulgate such rules, policies and procedures as are necessary for the administration of this Chapter. This Chapter runs solely to the benefit of the City of Dardenne Prairie and not to any owner, lessee, tenant or occupant. By issuing a life, health and safety occupancy certificate, the City does not intend to and does not warrant, insure or guarantee to the holder thereof, to his or her assignee or to any other person that there are no violations of any provision of this or any other ordinance. The City makes no warranty or representation whatsoever as to the condition of the unit or building.

Section 525.030. Utility Notice.

[Ord. No. 1151 §1, 4-18-2007]

Upon any change of electric or gas service, Cuivre River Electric Cooperative, Ameren UE or Laclede Gas Company shall notify the Director of the City of Dardenne Prairie in writing within thirty (30) days of said change indicating the address and apartment number, the name(s) of electric or gas user(s) per service who has terminated service and the name(s) of electric or gas user(s) per service and address and apartment number in whose name service is connected and billed. It shall be unlawful for the owner of a premises within the City not to inform any prospective purchaser and/or tenant of the need to obtain a certificate as provided in this Chapter.

Section 525.040. Fees.

[Ord. No. 1151 §1, 4-18-2007]

- A. The fees for the certificate required shall be as follows:
 - 1. General inspection of exterior of building and all common area and site plus one (1) premises: seventy-five dollars (\$75.00).
 - 2. If a premises must be reinspected, there shall be no reinspection fee.

Section 525.050. Premises Inspection.

[Ord. No. 1151 §1, 4-18-2007]

- A. The Director is authorized to and may make inspections of all of the premises and adjacent common areas, if any, upon any change in occupancy thereof after the adoption of this Chapter. At the discretion of the Director, an inspection upon a change in occupancy may be waived if it is found that the premises in question has at least a six (6) month history of compliance with these regulations and a limited period of time, generally not to exceed six (6) months, has expired since the previous inspection of said unit.
- B. The inspections shall be for the purpose of determining whether the premises and the adjacent common areas, if any, conform to the requirements of this Chapter. Under this Chapter, common areas shall not be subject to independent inspection but shall only be inspected in conjunction with the inspection of an adjacent premises.
- C. For the purpose of making the inspection, the Director is authorized to enter, examine and survey the premises by appointment with the knowledge of the owner and tenant if occupied. If any owner,

occupant or other person in charge of a premises fails or refuses to permit free access and entry to the premises under control for any inspection pursuant to this Chapter, the Director may seek a search warrant or other appropriate court order authorizing such inspections.

- D. The inspection shall determine compliance with the basic health and safety requirements of Section **500.120**, as may be amended from time to time, and the Property Maintenance Code.
- E. If a violation is found, the owner shall be given a reasonable length of time to make repairs prior to reinspection. No final certificate shall be issued until the premises and the common areas, if applicable, complies or comply with the requirements of this Chapter.
- F. Appeals from decisions of the Director shall be filed with the Board of Adjustment. The procedures for appeal and for the meetings, hearings and decisions of the Board shall be the same as set forth elsewhere in the Code of Ordinances of the City of Dardenne Prairie. For informational purposes only, any person appealing under this Section shall forward a copy of the appeal to the City Council member in whose ward the affected dwelling unit is located.

Section 525.060. Exceptions.

[Ord. No. 1151 §1, 4-18-2007]

The provisions of this Chapter shall not apply to lawful occupancies existing at the time of the effective date of this Chapter. In addition, the provisions of this Chapter shall not apply to a change of ownership of any residential and/or non-residential building regarding which the buyer either thirty (30) days prior to purchase or within seven (7) days after purchase delivers a notarized statement to the Director that the buyer will cause said building to be demolished within six (6) months after purchase. The provisions of this Chapter shall not apply to a change of ownership within a family without a change of occupancy.

Section 525.070. Penalty.

[Ord. No. 1151 §1, 4-18-2007]

Any person, firm or corporation who shall violate any provisions of the requirements of this Chapter shall, upon conviction thereof, be subject to a fine not to exceed five hundred dollars (\$500.00) or imprisonment for a term not to exceed ninety (90) days, or both, at the discretion of the court. Every day that a violation continues after due notice has been served, in accordance with the terms and provisions hereof, shall be deemed a separate offense.

RBA FORM (OFFICE USE)

MEETING DATE: Nov. 19, 2025

Regular () Work Session (X)

ATTACHMENT: YES () NO (X)

Contract () Ordinance () Other ()

Request for Board Action

By: Alderman Detweiler, Alderman
Gittemeier and Alderman Nay

Ward 1, 2, and 3

- **Description: Revisit Alderman Compensation**

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- **Recommendation Staff – Approve () Disapprove () No Opinion (X)**

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- **Summary/Explanation:**

Have a discussion on the Alderman compensation increase that was put forth in our budget meeting. Deleting the stipend and increasing the compensation only. City Administrator may also make available a phone for the Aldermen to have for business only.

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

Increase of \$1,200 per Alderman x 6 Alderman = \$7,200 per year salary only.

Cell phone @ \$100/month X 12 X 6 = \$7,200 per year.

RBA requested by: Alderman Detweiler, Alderman Gittemeier and Alderman Nay

Date: 11/12/2025

Cathy Pratt

RBA FORM (OFFICE USE)

MEETING DATE: **November 19, 2025**

Regular () Work Session ()

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

Request for Board Action

By: Alderman

Ward 1

• **Description:**

Reconsideration of Bill #25-42 – for the Transportation Block Grant (STBG) Program Agreement with MoDOT for Bates Road, Phase 1 project.

This is an emergency reconsideration due to substantial financial loss to the City.

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

• **Summary/Explanation:**

Bill #25-42 failed at the November 5, 2025, meeting with a 3 aye and 3 nay vote and the Mayor abstained. This is a request for the reconsideration of Bill #25-42 as an emergency reconsideration due to the substantial financial loss to the City.

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

Federal funding loss of \$836,466 and St. Charles County Road Board funding loss of \$359,680.40.

RBA requested by: Aldermen Nay, Aldermen Gittemeier and Mayor Widaman

Date: Tuesday, November 18, 2025

 Jaura Gittemeier

 Cathy Pratt

ORDINANCE NO. _____

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

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

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

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

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

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

SECTION 1. That the form, terms, and provisions of the Agreement by and between the Missouri Highways and Transportation Commission and the City of Dardenne Prairie, Missouri, attached hereto, marked as Exhibit A, and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

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

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

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

As Presiding Officer and as Mayor

Attest:

City Clerk

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 B – Project Schedule

Project Description: STBG-5407(622) Bates Road

PROJECT DEVELOPMENT SCHEDULE			
(Note: Many stages will occur concurrently)			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	01/2026	03/2026	3
Engineering services contract submitted and approved*	03/2026	05/2026	3
Environmental review process – NEPA classification and clearance	06/2026	12/2026	6
Public meeting/hearing	01/2027	02/2027	2
Develop and submit preliminary plans	06/2026	12/2026	6
Preliminary plans approved	01/2027	02/2027	2
Develop and submit right-of-way plans			
Review and approval of right-of-way plans			
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Data)*			
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.

DARDENNE



PRAIRIE

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

**BOARD OF ALDERMEN MEETING
AMENDED AGENDA
NOVEMBER 19, 2025
7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

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

CONSENT AGENDA

1. Board of Aldermen Minutes – 10-30-25
2. Board of Aldermen Minutes –11-05-25
3. Expenditures for Approval – 11-19-25
4. Reappointment of Angela Lamb to Planning & Zoning Commission

ITEMS REMOVED FROM CONSENT AGENDA

PUBLIC COMMENT

PUBLIC HEARING

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

NEW BUSINESS

1. **Bill #25-54**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, PROVIDING FOR THE REZONING OF APPROXIMATELY 6.84 ACRES OF LAND COMMONLY KNOWN AS STILLWATER GROVE FROM "R-1A" SINGLE FAMILY RESIDENTIAL DISTRICT TO "R-1D" SINGLE FAMILY RESIDENTIAL DISTRICT
2. **Bill #25-55**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, APPROVING A CONDITIONAL USE PERMIT FOR CERTAIN PROPERTY COMMONLY KNOWN AS STILLWATER GROVE
3. **Bill #25-56**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE POST ROAD PHASE 1 PROJECT STBG-7302(700)
4. **Bill #25-57**
AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE BID FROM ASPHALT SERVICES, LLC FOR ASPHALT TRAIL CRACK SEALING AND REPLACEMENT FOR THE BARATHAVEN AND BLUEBIRD MEADOW TRAILS.
5. **Bill #25-58**
AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026
6. **RECONSIDERATION OF Bill #25-42 (Read one time on 9-17-25, read a second time on 10-01-25 and failed on 11-05-25)**
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)

OLD BUSINESS

1. **Bill #25-48** (Read one time on 10-15-25, second reading on 11-05-25 and final passage postponed)
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 #25-53** (Read one time only on 11-05-25)

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING
THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE ORDER WITH STEWART
SIGNS FOR AN OUTDOOR 6MM FULL COLOR DIGITAL SIGN

OFFICER & STAFF COMMUNICATIONS

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

ADJOURNMENT

WORK SESSION SPECIAL MEETING SUMMARY

OCTOBER 30, 2025

The City of Dardenne Prairie Work Session was called to order at 5:25 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, IT Manager Rose Maresca and Recreation Coordinator Nichole Bouchard.

The meeting was opened with the Pledge of Allegiance.

ITEMS FOR DISCUSSION AND CONSIDERATION

1. 2026 Budget & CIP

A motion was made by Alderman Johnson, seconded by Alderman Wilson to remove the Recreation Center Bond issue study. Motion passed. Aldermen Nay & Detweiler opposed.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to increase senior events to \$12,000. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Waters to add the Weldon Spring Phase II application. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to obtain quotes for mowing. Motion passed unanimously.

A motion was made by Alderman Detweiler, seconded by Alderman Wilson to add pay for the Planning & Zoning Commission. Motion passed unanimously.

There was a discussion to eliminate the Board meeting dinners.

A motion was made by Alderman Wilson, seconded by Alderman Johnson to split the school resource officer for private schools at 80%/20%. Motion passed unanimously.

ADJOURNMENT

A motion was made by Alderman Detweiler, seconded by Alderman Wilson to adjourn the meeting at 9:10 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

The City of Dardenne Prairie Board of Aldermen meeting was called to order at 7:10 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.

PROCLAMATION - RECOGNITION OF BOY SCOUT TROOP 968

Mayor Widaman presented a proclamation to Boy Scout Troop 968.

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

CONSENT AGENDA

1. Expenditures for Approval – 11-05-25
2. Bryan Road Community Improvement District – Preliminary 2026 Budget
3. Master Sign Plan – Thai 4 U - 318 Harmony Meadows Court
4. Reappointment of Michael Wooldridge to the Planning & Zoning Commission
5. Temporary Use Permit – ICD – Christmas Tree Sales
6. Liquor License – Circle K – 1571 Bryan Road – Original Package and Sundays
7. Liquor License – Rosy's and Pacos Mexican Restaurant – 2698 Technology – Liquor by Drink

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

1. Bud Oldani
2. Tom Stanton
3. Debra Fowler
4. Mike Wooldridge
5. Arnie Dienoff

NEW BUSINESS

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-52 for the first time by title only. Motion passed unanimously.

Bill #25-52

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, SETTING THE FILING DATES, TIMES AND PLACE FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD ON APRIL 7, 2026, IN THE CITY OF DARDENNE PRAIRIE, MISSOURI

A motion was made by Alderman Detweiler, seconded by Alderman Wilson to read Bill #25-52 for the second time by title only. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill

#25-52 to final vote. Roll call was as follows:

Alderman Detweiler – Aye
Alderman Wilson – Aye
Alderman Gittlemeier – Aye

Alderman Nay – Aye
Alderman Widaman – Aye
Alderman Johnson – Aye

Mayor Widaman declared Bill #25-52 passed and designated it to be Ordinance #2385.

A motion was made by Alderman Johnson, seconded by Alderman Detweiler to read Bill #25-53 for the first time by title only. Motion passed unanimously.

Bill #25-53

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A PURCHASE ORDER WITH STEWART SIGNS FOR AN OUTDOOR 6MM FULL COLOR DIGITAL SIGN

OLD BUSINESS

Mayor Widaman announced he must abstain from voting on Bill #25-42.

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).

A motion was made by Alderman Johnson, seconded by Alderman Gittlemeier to put Bill #25-42 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-42 failed.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-48 for the second time by title only. Motion passed unanimously.

Bill #25-48 (Read one time on 10-15-25)

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

City Administrator Pratt announced the applicant is out of the country and has requested

the item be postponed for final vote until 11-19-25.

A motion was made by Alderman Wilson, seconded by Alderman Detweiler to postpone Bill #25-48 until 11-19-25. Motion passed unanimously.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-50 for the second time by title only. Motion passed unanimously.

Bill #25-50 (Read one time on 10-15-25)

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

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-50 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-50 failed.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to read Bill #25-51 for the second time by title only. Motion passed unanimously.

Bill #25-51 (Read one time on 10-15-25)

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.

A motion was made by Alderman Johnson, seconded by Alderman Wilson to put Bill #25-51 to final vote. Roll call was as follows:

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

Mayor Widaman declared Bill #25-51 passed and designated it to be Ordinance #2386.

OFFICER & STAFF COMMUNICATIONS

City Administrator Pratt thanked Mike Wooldridge for his continued service on the Planning & Zoning Commission, and she appreciates all the work he does.

Mayor Widaman announced next Monday marks the 250th anniversary of the United States Marine Corps, and the following day, is Veterans Day. He wished a very happy

birthday to all Marines and extended a heartfelt appreciation to all veterans who have served our country. He also shared that we've added a new initiative to our upcoming budget that focuses on better honoring the veterans in our community. This will be formally presented next year, and he is excited about the new ways we'll be recognizing and celebrating those who have served—especially our local veterans here in Dardenne Prairie. This effort is near and dear to his heart, and he wanted to thank the Board for their support in making it possible. Lastly, he congratulated Chairman Woolridge on his reappointment and thanked him for his continued service.

He also thanked the St. Charles County Police for being here this evening and helping keep everything running smoothly and to everyone who stayed for the meeting and for their ongoing support of our community.

ADJOURNMENT

A motion was made by Alderman Wilson, seconded by Alderman Gittemeier to adjourn the meeting at 7:52 p.m. Motion passed unanimously.

Respectfully submitted,

Kim Clark, City Clerk

EXPENDITURES FOR APPROVAL
11/19/2025

1 AFLAC	November, 2025	287.04
2 Ameren	City Hall	1,416.87
3 Ameren	Traffic Light 2	59.08
4 Ameren	Traffic Light	13.72
5 Ameren	Street Lights	37.17
6 Ameren	Street Lights	209.94
7 Ameren	Concession Stand	322.98
8 Ameren	City Park	175.27
9 Ameren	Athletic Complex	470.57
10 American Solutions for Business	Warning Tickets	269.00
11 America's Parking Remarketing	Signs	333.24
12 Americom Imaging Systems, Inc.	Server to December, 2025	554.70
13 Americom Technology Solutions	IT - November	2,288.72
14 Animal Care Service	Removal of dead deer	125.00
15 CDS Office Technologies	Copies	169.36
16 Charter Communications	Service to 11-8-25	227.57
17 First Bank	Credit Card Charges	5,328.36
18 First Bank	Credit Card Charges	11,030.91
19 General Code	Supplement #11	1,056.32
20 Jen Bohn	Conference Reimbursement	39.97
21 Jonathan Fuchs	Prosecuting Attorney: October & November, 2025	2,200.00
22 Keith Widaman	Prairie Day Food Reimbursement	90.00
23 LAGERS	October, 2025	6,183.92
24 M & H Concrete contractors	Slab Replacements	60,866.12
25 Mark Byrne	Municipal Judge: October & November, 2025	1,000.00
26 Martin Trophy	Name Plate & Badges	80.00
27 New Frontier Materials	Pothole Repair Material	83.16
28 Oates Associates, Inc.	Stoneybrook Culvert	1,375.00
29 Payroll	11-07-25 Payroll	43,245.29
30 PEAC Solutions	Copiers to 12/31/25	260.00
31 RecDesk	Annual Parks Software	3,412.50
32 Revize LLC	Website Services	2,580.00
33 Spire	Athletic Complex	200.00
34 Stivers	Temp - week ending 11/02/25 & 11/09/25	2,352.87
35 Streiler Planning LLC	Professional Services: 10/1 to 10/8	870.00
36 Various Umpires	11/06 Umpire pay	2,395.00
		151,609.65

Approved by Board of Aldermen 11-19-25

Mayor Keith Widaman

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
PROVIDING FOR THE REZONING OF APPROXIMATELY 6.84 ACRES
OF LAND COMMONLY KNOWN AS STILLWATER GROVE FROM “R-
1A” SINGLE FAMILY RESIDENTIAL DISTRICT TO “R-1D” SINGLE
FAMILY RESIDENTIAL DISTRICT**

WHEREAS, a rezoning application, a copy of which is attached hereto as **Exhibit A** and incorporated by reference herein (the “Application”), was submitted to the City of Dardenne Prairie (the “City”) by BluOnx Development, LLC (the “Applicant”) for the rezoning of approximately 6.84 acres of land commonly known as Stillwater Grove, and more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the “Property”), and owned by the Bishop Family Trust and the Danette L. Hug Trust (collectively, the “Owners”); and

WHEREAS, the Application was referred to the Planning and Zoning Commission of the City; and

WHEREAS, the Planning and Zoning Commission considered the proposed rezoning of the Property from “R-1A” Single-Family Residential District to “R-1D” Single-Family Residential District, and recommended denial of such rezoning to the Board of Aldermen of the City; and

WHEREAS, the Board of Aldermen and the Planning and Zoning Commission each held Public Hearings on the proposed rezoning; and

WHEREAS, at such Public Hearings all persons-in-interest and other residents were given an opportunity to be heard on the proposed rezoning; and

WHEREAS, after careful consideration, the Board of Aldermen hereby finds and determines that amending the City’s Zoning Map consistent with the Application is in the interest of the public health, safety, and welfare of the City.

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

SECTION 1. That after proper notice in accordance with the ordinances of the City of Dardenne Prairie (the “City”) and applicable laws of the State of Missouri, a public hearing was held with regard to the rezoning of a certain tract of land generally located at 2108 Bates Road and 2128 Bates Road in the City, and more particularly described in **Exhibit B**, attached hereto and incorporated by reference herein (the “Property”), first before the Planning and Zoning Commission and then the Board of Aldermen of the City of Dardenne Prairie, Missouri, and approval is hereby granted to rezone such Property from “R-1A” Single-Family Residential District to “R-1D” Single-Family Residential District.

SECTION 2. That, pursuant to the Municipal Code of the City of Dardenne Prairie, Missouri, the City Engineer is hereby directed to amend the official Zoning Map of the City consistent with Section 1 of this Ordinance.

SECTION 3. Effective Date: This Ordinance shall take effect and be in force from and after its 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 two (2) times, passed, and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Exhibit A



City Hall
2032 Hanley Road
Dardenne Prairie, MO 63368
Phone 836.661.1718
Fax 836.625.0077

REZONING REQUEST
CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT: BluOnx Development, LLC
Company Name
Kylie Brown
Printed Name, Title
2646 Highway 109, Suite 100B
Street Address
Wildwood, Missouri 63040
City/State/Zip Code
(314) 626-0469
Telephone Facsimile
kylie@bluonx.com
Email Address

STREET ADDRESS OF REZONING: 2108 & 2128 Bates Road

OWNER : 1 of 2 (see attached)
Bishop Family Trust dated January 24, 2006
Printed Name and restated July 19, 2013
2108 Bates Road
Printed Name
Street Address
Dardenne Prairie, MO 63368
City/State/Zip Code
Telephone Facsimile
Email Address

Contract Purchaser/Developer:
BluOnx Development, LLC
Company Name
Kylie Brown
Printed Name, Title
2646 Highway 109, Suite 100B
Street Address
Wildwood, Missouri 63040
City/State/Zip Code
(314) 626-0469
Telephone Facsimile
kylie@bluonx.com
Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address) Part of Lot 3 of the Carolina M. Bates Farm and Part of Lots 7 and 11 of Walnut Grove Tract, In U.S. Survey 1669, Twp 46N, Range 3 East

EXISTING ZONING: R-1A PROPOSED ZONING: R-1D

PROPOSED USE: Attached Single-Family Residential

NO. UNITS: 28

REZONING REQUEST APPLICATION FEE SUBMITTED: \$920



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

REZONING REQUEST
 CITY OF DARDENNE PRAIRIE, MISSOURI
www.DardennePrairie.org

APPLICANT: BluOnx Development, LLC
 Company Name
Kylie Brown
 Printed Name, Title
2646 Highway 109, Suite 100B
 Street Address
Wildwood, Missouri 63040
 City/State/Zip Code
(314) 626-0469
 Telephone Facsimile
kylie@bluonx.com
 Email Address

STREET ADDRESS OF REZONING: 2108 & 2128 Bates Road

OWNER: 2 of 2 (see attached)
Danette L. Hug Trust Dated March 14, 2023
 Printed Name
Danette L. Hug Trust Dated March 14, 2023
 Printed Name
2128 Bates Road
 Street Address
Dardenne Prairie, MO 63368
 City/State/Zip Code
 Telephone Facsimile
 Email Address

Contract Purchaser/Developer:
BluOnx Development, LLC
 Company Name
Kylie Brown
 Printed Name, Title
2646 Highway 109, Suite 100B
 Street Address
Wildwood, Missouri 63040
 City/State/Zip Code
(314) 626-0469
 Telephone Facsimile
kylie@bluonx.com
 Email Address

LEGAL DESCRIPTION OF PROPERTY (other than address) Part of Lot 3 of the Carolina M. Bates Farm and Part of Lots 7 and 11 of Walnut Grove Tract, In U.S. Survey 1669, Twp 46N, Range 3 East

EXISTING ZONING: R-1A PROPOSED ZONING: R-1D

PROPOSED USE: Attached Single-Family Residential

NO. UNITS: 28

REZONING REQUEST APPLICATION FEE SUBMITTED: \$920

REZONING REQUEST

In reviewing any application for rezoning, the Planning and Zoning Commission shall identify and evaluate all factors relevant to the application and shall report its findings in full, along with its recommendation, to the Board of Aldermen. The facts to be considered by the Commission include:

- A. Whether or not the requested zoning is justified by a change in conditions since the original ordinance was adopted or, by an error in the original ordinance.
- B. The precedents, the possible effects of such precedents, which might likely result from approval or denial of the application.
- C. The ability of the City or other government agencies to provide any services, facilities and/or programs that might likely result from approval or denial of the petition.
- D. Effect of approval of the application on the condition and/or value of property in the City or in adjacent civil divisions.
- E. Effect of approval of the petition on adopted development policies of the City and other government units.
- F. The zoning and land use recommended by the Comprehensive Plan.

CHECKLIST TO COMPLETE THIS APPLICATION

- Provide two (2) folded copies of a scaled map of the property, correlated with the legal description and clearly showing the location of the property.
Additional copies for distribution to Planning and Zoning Commission and Board of Aldermen members will be requested upon review by the City Engineer.
- Electronic and paper copy of legal description of the property are provided. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- Provide a list of the names and mailing addresses of property owners with property within an area determined by lines drawn parallel to and three hundred (300) feet distant from the boundaries of the subject property. Electronic files may be sent via email to the City Engineer (engineer@dardenneprairie.org).
- A good faith effort shall be made by the petitioner to notify by mail all property owners known to the petitioner whose property is within an area determined by lines drawn parallel to and three hundred (300) feet distant from 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.

Date of 1st Public Hearing: 8-13-2025 Postmark Deadline: 7-29-2025
- The applicant is required to appear before the Planning and Zoning Commission and Board of Aldermen.

Please Note:

Prior to approval of a Building Permit, a Construction Site Plan must be reviewed and approved by the City Engineer. In addition, the appropriate Fire Protection District will need to review and approve the development.

Any signage to be placed on the subject property requires a separate Sign Permit or Master Sign Plan. Any business occupying the site requires approval of a Business License.

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

_____	_____
Applicant's Signature	Date
	July 7, 2025
_____	_____
Owner's Signature (2108 Bates Road)	Date
	July 7, 2025
_____	_____
Owner's Signature (2128 Bates Road)	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.

**Example of Notice of Public Hearings
to be Sent to Adjacent Property Owners**

Date: _____

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 Rezoning Request for a tract of land near your property before the Planning and Zoning Commission on Wednesday, August 13, 2025 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, August 13, 2025, 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:	<u>BluOnx Development, LLC</u>
Name of Property Owner(s):	_____
Present Zoning Classification:	<u>R-1A</u>
Proposed Zoning Classification:	<u>R-1D</u>
Proposed Use:	<u>Attached Single-Family Residential</u>
Property Location:	<u>2108 & 2128 Bates Road</u>

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 (314) 626-0469 or the city of Dardenne Prairie at the telephone numbers listed below.

Sincerely,

Petitioner Printed Name & Title

cc: Kimberlie Clark, Dardenne Prairie City Clerk (636) 561-1718
Luke R. Kehoe, P.E., CFM, Dardenne Prairie City Engineer (636) 978-6008

Exhibit B

THE **STERLING** CO
ENGINEERS & SURVEYORS

5055 New Baumgartner Road St. Louis, Missouri 63129
(314) 487-0440 fax (314) 487-8944

PROPERTY DESCRIPTION

Preliminary Boundary
Project: 2108 & 2128 Bates Road

Order Number: 25-05-123
Date: June 07, 2025
By: G.S.M.

A TRACT OF LAND BEING PART OF U.S. SURVEY 1669, TOWNSHIP 46 NORTH, RANGE 3 EAST OF THE FIFTH PRINCIPAL MERIDIAN, ST. CHARLES COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT INTERSECTION OF THE EAST RIGHT-OF-WAY LINE OF BATES ROAD AND THE NORTH LINE OF PROPERTY NOW OR FORMERLY TO LEE AND HEIDEL TUVESON, AS RECORDED IN DEED BOOK 1949, PAGE 1373 OF THE ST. CHARLES COUNTY RECORDER'S OFFICE; THENCE LEAVING SAID POINT ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 00°17'26" EAST, 249.43 FEET TO A POINT AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 364 (SOUTH OUTER 364); THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING COURSES DISTANCES: NORTH 22°25'56" EAST, 115.73 FEET; NORTH 04°07'58" WEST, 44.72 FEET; NORTH 64°26'16" EAST, 94.34 FEET; SOUTH 59°26'15" EAST, 212.13 FEET; SOUTH 72°46'44" EAST, 110.45 FEET; NORTH 83°22'40" EAST, 102.96 FEET; SOUTH 67°34'04" EAST, 231.03 FEET; SOUTH 70°08'31" EAST, 262.74 FEET; SOUTH 67°47'16" EAST, 28.01 FEET TO THE NORTHWEST CORNER OF PROPERTY NOW OR FORMERLY TO FORT ZUMWALT SCHOOL DISTRICT, AS RECORDED IN DEED BOOK 1391, PAGE 169 OF THE ABOVEMENTIONED RECORDER'S OFFICE; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY LINE ALONG THE WEST LINE OF SAID FORT ZUMWALT SCHOOL DISTRICT PROPERTY, SOUTH 00°04'09" WEST, 142.95 FEET TO THE NORTHEAST CORNER OF PROVIDENCE PLAT 10, AS RECORDED IN PLAT BOOK 45, PAGE 278 OF SAID RECORDER'S OFFICE; THENCE LEAVING SAID WEST LINE ALONG SAID NORTH LINE OF PROVIDENCE PLAT 10, PROVIDENCE PLAT 3, AS RECORDED IN PLAT BOOK 41, PAGE 277 OF SAID RECORDER'S OFFICE AND THE ABOVEMENTIONED NORTH LINE OF SAID TUVESON PROPERTY, NORTH 89°46'55" WEST, 995.80 FEET TO THE POINT OF BEGINNING CONTAINING 300,658 SQUARE FEET OR 6.89 ACRES, MORE OR LESS, ACCORDING TO CALCULATIONS BY THE STERLING COMPANY DURING THE MONTH OF JULY 2025.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
APPROVING A CONDITIONAL USE PERMIT FOR CERTAIN
PROPERTY COMMONLY KNOWN AS STILLWATER GROVE**

WHEREAS, on July 9, 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 BluOnx Development, LLC (“Applicant”), requesting to use certain real property located at 2108 Bates Road and 2128 Bates Road located in the City (the “Property”), and owned by the Bishop Family Trust and the Danette L. Hug Trust (the “Owner”) to build attached single-family residences; and

WHEREAS, the Property is zoned “R-1D” Single-Family Residential District, pursuant to the Municipal Code of the City; and

WHEREAS, pursuant to Section 405.170 of the Municipal Code of the City, “single-family attached housing” is a conditional use in the “R-1D” Single-Family Residential District (the “Conditional Use”); and

WHEREAS, pursuant to Section 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 Section 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 hearings before the Planning and Zoning Commission on October 8, 2025, and November 12, 2025; and

WHEREAS, the Board of Aldermen considered the Application, the criteria provided in Section 405.475 of the Municipal Code of the City, and the particular evidence presented at the public hearings held on October 8, 2025, and November 12, 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 attached single-family housing:

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 attached single-family housing 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 "R-1D" Single-Family Residential 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 the Preliminary Plat, dated November 12, 2025, including any amendments thereto, for the Property.

5. This Conditional Use Permit is contingent upon Applicant's receipt of a variance from the Board of Adjustment of the City of Dardenne Prairie, Missouri, from the requirements of Section 405.170.D.4 of the Municipal Code.
6. Applicant and Owner (or their respective successors in interest) agree that all existing wire fencing located on the Property shall be completely removed prior to occupancy of any residence on the Property.
7. Applicant and Owner (or their respective successors in interest) agree that a six-foot (6') tall sight-proof fence shall be installed along the southern and eastern boundaries of the Property prior to occupancy of any residence on the Property.
8. Applicant and Owner (or their respective successors in interest) agree that the exterior of all homes designated as "paintable wood" on the plans shall instead be constructed of metal.
9. Applicant and Owner (or their respective successors in interest) agree that no two-story homes shall be permitted on the lots which are adjacent to the southern boundary line of the Property.
10. Applicant and Owner (or their respective successors in interest) agree that all invasive plant species present on the Property shall be removed.
11. Applicant and Owner (or their respective successors in interest) agree that landscaping shall be installed along the southern edge of the Property near Bates Road to provide visual screening, consistent with the approved drainage and grading plan.
12. Applicant and Owner agree that the final plat and improvement plans shall clearly depict the detention easement from the Providence subdivision.
13. 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

CONDITIONAL USE PERMIT APPLICATION

Consideration of 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 (tsreiler@dardennepairie.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 (tsreiler@dardennepairie.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

Kylie Brown

Applicant's Signature

7-9-2025

Date

Owner's Signature

Danette L. Hug Trust Dated March 14, 2023

Date

Owner's Signature

Bishop Family Trust dated January 24, 2006
and restated July 19, 2013

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.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE POST ROAD PHASE 1 PROJECT STBG-7302(700).

WHEREAS, the City of Dardenne Prairie previously entered into a Missouri Highways and Transportation Commission Surface Transportation Block Grant (STBG) Program Agreement, dated April 2, 2024, for Project STBG-7302(700), which provides for roadway reconstruction, pedestrian improvements, stormwater improvements, and bicyclist improvements along Post Road from Post Valley Drive to Technology Drive, as authorized by Ordinance No. 2290; and

WHEREAS, the Commission has prepared Supplemental Agreement #1 to revise the project scope to include replacement of a box culvert as part of the planned improvements; and

WHEREAS, the Commission and the East-West Gateway Council of Governments have approved an increase in the total eligible project cost, raising the federal reimbursement ceiling from \$1,300,000 to \$1,430,000, while the City will continue to provide the required local match; and

WHEREAS, the Board of Aldermen finds it in the best interest of the City to authorize execution of said Supplemental Agreement #1 and to affirm the City's continued participation in the STBG Program for this project.

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 two times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A

CCO Form: FS27
Approved: 05/02 (BDG)
Revised: 10/22 (MWH)
Modified:

St. Charles County
City of Dardenne Prairie
Project STBG-7302(700)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-7302(700)
Award Year: 2027
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STBG PROGRAM
SUPPLEMENTAL AGREEMENT #1**

THIS SUPPLEMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Dardenne Prairie (hereinafter, "City").

WITNESSETH:

WHEREAS, on April 2, 2024, the Commission and the City previously entered into a STBG Program Agreement as to public improvements designated as STBG-7302(700), for the resurfacing, turn lanes, curb and gutter, intersection alignment and shared use path on Post Road from Post Valley Drive to Technology Drive, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: Paragraph (1) PURPOSE of the Original Agreement is hereby removed and replaced with the following:

(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-7302(700) involves:

Resurfacing, turn lanes, curb and gutter, intersection alignment, shared use path and replace a box culvert.

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

(2) REVISION: Paragraph (12) REIMBURSEMENT of the Original Agreement is hereby removed and replaced with the following:

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,430,000. 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.

(3) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

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

Title: _____

By _____
Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to 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 journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704), 29 CFR 1926.10.

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI, AUTHORIZING THE CITY ADMINISTRATOR TO ACCEPT THE BID FROM ASPHALT SERVICES, LLC FOR ASPHALT TRAIL CRACK SEALING AND REPLACEMENT FOR THE BARATHAVEN AND BLUEBIRD MEADOW TRAILS.

WHEREAS, the City of Dardenne Prairie solicited bids for asphalt trail maintenance services consisting of crack sealing of the Barathaven Trail and Bluebird Meadow Trail systems, and the removal and replacement of approximately 173 square yards of asphalt trail at Barathaven; and

WHEREAS, these asphalt shared-use paths require maintenance to extend pavement life, preserve the City's investment in its trail network, and ensure safe conditions for the public; and

WHEREAS, the City issued a Request for Bids ("RFB") seeking qualified contractors to perform the required crack sealing and trail reconstruction work in accordance with the plans, specifications, and maps included in the RFB; and

WHEREAS, the City received two (2) bids in response to the Request for Bids; and

WHEREAS, upon review of the submissions, Asphalt Services, LLC was determined to be the lowest responsive and responsible bidder in accordance with the requirements of the RFB; and

WHEREAS, the Board of Aldermen finds and determines that it is in the best interest of the City to accept the bid submitted by Asphalt Services, LLC;

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

SECTION 1. That the form, terms, and provisions of the Bid attached hereto, marked as Exhibit A, and incorporated by reference herein, submitted by Asphalt Services, LLC be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further accept, negotiate, execute, acknowledge, deliver and administer on behalf of the City an agreement consistent with the bid attached hereto.

SECTION 2. That the City Administrator be and they are hereby authorized to make expenditures for the services and related equipment and materials listed on Exhibit A, a copy of which is attached hereto and incorporated by reference herein, in the amounts provided on Exhibit A.

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 two times, passed, and approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

Approved this _____ day of _____, 2025.

Mayor

Attest:

City Clerk

EXHIBIT A

EXHIBIT A

RBA FORM (OFFICE USE ONLY)

MEETING DATE: 11/19/2025

Regular () Work Session (X)

ATTACHMENT: YES (X) NO ()

Contract () Ordinance (X) Other ()

Request for Board Action
By: Staff

• **Description:**

Award of Bid / Agreement for RFB 25-001, Trail Crack Sealing and Trail Reconstruction at Barathaven and Bluebird Meadow Trails.

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

• **Summary/Explanation:**

The City issued Request for Bids (RFB 25-001) for crack sealing of the asphalt shared-use paths at Barathaven and Bluebird Meadow, including the removal and replacement of 173 square yards of trail at Barathaven. All work includes furnishing labor, equipment, and materials for crack routing, hot-pour crack sealant installation, and full-depth asphalt reconstruction within the designated area.

The City received two (2) bids in response to RFB 25-001. After review by staff, Asphalt Services LLC was determined to be the lowest responsive and responsible bidder, meeting all qualifications and requirements outlined in the RFB.

Staff recommend awarding the contract to Asphalt Services LLC based on their total bid of \$37,935.00.

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

Identified in the FY2025 Budget under Trail Maintenance/Replacement for \$28,000.00

2025 Budget Available: \$22,000.00

2025 Budget Requested: \$37,935.00

Because the bid amount exceeds the current budgeted allocation, the FY2025 Budget will require a budget amendment to increase the Parks & Trails Maintenance line item by \$15,935.00 to fully fund the contract. Actual expenditures will reflect the final measured quantities but will not exceed the total contract amount unless otherwise approved by the Board.

RBA requested by: Matthew Davidson

Date: 11/14/2025

City of Dardenne Prairie, Missouri

Request for Bids (RFB)

2025 Trail Crack Sealing and Replacement – Barathaven & Bluebird Meadow

1. Invitation to Bid

The City of Dardenne Prairie, Missouri is seeking sealed bids from qualified contractors to perform hot-applied crack sealing on asphalt shared-use paths within Barathaven and Bluebird Meadow. Work includes vegetation control in cracks, cleaning/routing, hot-pour crack sealing, and incidental traffic/pedestrian control and cleanup, trail-only (no roadways).

- **Bid Due:** 10:00 AM, November 14th, 2025
- **Send To:** Bids@dardenneprairie.org

2. Contact

Owner Representative / Questions:

Joe Morris

Public Works Supervisor

2032 Hanley Road, Dardenne Prairie, MO 63368

Phone: (636) 866-4514

Email: pwsupervisor@dardenneprairie.org

All communications concerning this RFB shall be directed to the contact above.

3. Project Locations & Estimated Areas

Contractor is responsible for field verification. Dimensions below are provided for planning.

A. Bluebird Meadow Trail

- Approximate Length: 6,759 ft
- Typical Width: ~10 ft
- Approximate Area: 7,510 SY
- Exhibit A – Bluebird Meadow Trail Map

B. Barathaven Trail

- Approximate Length: 15,174 ft
- Typical Width: ~10 ft
- Approximate Area: 16,860 SY
- Exhibit B – Barathaven Trail Map

Included Work (Barathaven Reconstruction): The “Trail Reconstruction Area” shown on Exhibit B is included in the Base Bid (remove and replace asphalt trail).

4. Schedule

- Notice of Award (anticipated): November 21st, 2025
- Final Completion: within 15 calendar days of Notice to Proceed.
- Weather/temperature restrictions in Section 9 apply.

6. Preconstruction Meeting

Prior to mobilization, the Contractor shall attend a preconstruction meeting at City Hall to confirm contacts, sequencing, safety, and submittals.

7. Traffic & Workspace Control

Contractor shall provide and maintain pedestrian/bike control measures meeting MUTCD intent for shared-use paths. Provide barricades, cones, signs, and caution tape to close work areas until materials cure. No overnight equipment storage in neighborhoods without owner approval. Include all costs in bid (no separate pay item).

8. Surface Preparation

- Treat vegetation in cracks/edges prior to work with appropriate herbicide.
- Mechanically clean all cracks by oil-free compressed air and heat-lancing to remove dust, debris, and moisture, and to heat/dry crack sidewalls immediately ahead of sealing.
- Where directed by the City, rout cracks to a uniform reservoir (nominal 1/2 in. × 1/2 in.) prior to sealing to improve performance on wider and working cracks.
- Power blow/sweep the path surfaces; trim grass at edges.
- No sealer shall be placed on wet/damp surfaces.
- Request City inspection/approval of cleaned/routed areas prior to sealing.

9. Temperature, Weather, and Equipment

- Apply crack sealant only when pavement is 32°F and air is 40°F and rising. No precipitation is forecast during cure.
- Use pressure-feed melter/applicator or pour pots suitable for hot-applied sealants; maintain manufacturer-recommended temperatures.

- No steel-tracked equipment on trails. Use rubber-tired/tracked only. Any damage to trails or adjacent turf shall be repaired at Contractor expense.

10. Crack Sealing – Materials & Installation

A. Standards: Crack sealant shall conform to ASTM D6690 (hot-poured, elastic type, parking lot/trail suitable). Provide Type II or Type IV or manufacturer-recommended grade for pedestrian/shared-use paths with expected movement and temperature range. All materials shall be from a single manufacturer and batch-controlled; coal-tar products are not permitted.

B. Approved Hot-Applied Crack Sealants (or approved equal):

1. DEERY PLF 210 (Part No. 80210PLF) – hot-applied, elastically modified sealant.
2. CRAFCO Parking Lot Sealant – Type 1 (No. 34202) – hot-applied asphalt-based sealant.
3. SealMaster CrackMaster Supreme (SMT-190) – single-component hot-pour crack/joint sealant.

C. Cleaning, Drying & Application:

- After cleaning and heat-lancing, fill cracks full-depth from the bottom up; avoid entrapped air. Maintain melter temperature within the manufacturer's specified range and continuously agitate.
- Place material slightly overfilled, then shape to a neat 2–3 in. overband using a heated shoe or squeegee to ensure bond to adjacent asphalt.
- Finished sealant shall be within 1/8 in. of adjacent surface after cure, without ridges or tracking. Re-seal voided/low cracks at no additional cost.
- Protect fresh sealant from traffic until fully cured/non-tracking.

D. Cold Patch (If Needed):

Where directed by City, pre-fill localized voids/raveled areas with a premium cold mix. Include unit pricing under Alternates.

10B. Trail Reconstruction – Barathaven (Included in Base Bid)

Scope: Remove and replace approximately 173 square yards of existing asphalt trail at the location shown on Exhibit B. Contractor shall field-verify limits with the City prior to removal.

Materials & Section (match existing or better; minimums):

- Asphalt Surface Course: 2.0 in. (min) hot-mix asphalt (SP125 or municipal equivalent).

- Aggregate Base: 4.0 in. (min) compacted crushed stone (Type 5 or municipal equivalent).
- Adjust thicknesses as necessary to match existing adjacent trail elevation and provide positive drainage; any increase in section to match grade is incidental.

Execution:

1. Sawcut perimeter neat lines; remove full-depth asphalt and unsuitable base.
2. Subgrade prep: proof-roll; undercut soft/unstable areas as directed (paid under Undercut if authorized).
3. Place and compact aggregate base to 95% of standard Proctor.
4. Place and compact asphalt surface to a smooth, uniform finish; edges straight and compacted to 92%.
5. Restore disturbed turf/shoulders in-kind.

Measurement & Payment: Measured and paid per square yard of completed trail replacement (see Bid Form). Includes sawcutting, removal/disposal, base, asphalt, tack/prime, edge sealing, joints, cleanup, and restoration. Undercut/rock backfill, if authorized by City, will be paid under an Alternate unit price.

11. Alternate Materials

Contractor may propose alternates at least three (3) calendar days prior to bid. Submit product data and side-by-side specification comparison demonstrating equal or better performance for municipal shared-use paths. Written City approval is required before use.

12. Estimated Quantities & Measurement

Provided areas are for estimating only. Bid shall be Lump Sum by trail segment for the Base Bid crack sealing. Contractor must field verify conditions and application rates in accordance with sealant manufacturer guidance. No additional compensation will be made for quantity variances.

Trail Reconstruction will be measured and paid per square yard placed, complete, as specified in Section 10B.

13. Submittals & Certifications

- Product Data and SDS for crack sealant materials.
- Material Certifications and paid supplier receipts for crack sealant.
- On-site sample: one (1) labeled 1/4-gallon sample from each day's crack-seal batch, retained by City for possible testing.

14. Protection, Spillage & Tracking

Protect adjacent pavements/driveways. Cover crossings as needed. Contractor is responsible for cleanup of any tracking or spills at no cost to the City.

15. Working Hours & Public Events

Work hours: 7:00 AM – 4:00 PM, Mon–Fri, unless otherwise approved. Coordinate with City regarding scheduled park events; all paths must remain safely open outside of active work zones.

16. Addenda

Any addenda issued will become part of the Contract. Bidders shall acknowledge addenda on the Bid Form.

17. Withdrawal of Bids

A bidder may withdraw a bid prior to the opening time by written request.

18. Proposal Content

- Completed and signed Acceptance of Terms & Conditions.
- Completed Bid Form with lump sum prices and alternates.
- Insurance certificate evidencing coverages in Section 21.
- Brief company profile and relevant experience.
- Proposed schedule/sequence.
- At least three (3) recent references for similar work (municipal trails/paths preferred).

19. Evaluation & Award

The City may deem proposals non-responsive if materially incomplete. The City may conduct reference checks/interviews. Award will consider total cost, schedule, demonstrated qualifications, and ability to meet specifications. The Base Bid includes crack sealing for both trails and trail reconstruction. The City reserves the right to reject any/all bids and to waive informalities.

20. Terms & Conditions (General)

- Bids valid for 30 days.
- Prices in ink or typewritten; corrections initialed by signer.
- No contact with City personnel other than the designated Contact.
- The City will not contract with entities in arrears to the City or with delinquent taxes/fees/licenses.
- One (1) original bid required.

21. Insurance & Bonding Requirements

Provide Certificates of Insurance naming City of Dardenne Prairie as Additional Insured before Notice to Proceed. Insurers must have an A.M. Best's rating of at least A:VI and be authorized to transact business in Missouri. All coverages shall be primary and non-contributory with any insurance maintained by the City.

Minimum Coverage Limits

- **Workers' Compensation:** Statutory limits per Missouri law.
Employer's Liability: Minimum limit of \$500,000.
- **Commercial General Liability:** To cover bodily injury and property damage arising from operations under this contract, including:
 - Premises & Operations
 - Independent Contractors
 - Products & Completed Operations (coverage extending one year beyond completion)
 - Personal & Advertising Injury
 - Broad Form Property Damage
 - Contractual Liability
 - Explosion, Collapse, and Underground Damage (if applicable)
Limits: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- **Business Automobile Liability:** To cover all owned, non-owned, and hired vehicles used in performance of the work.
Limit: \$1,000,000 each occurrence for bodily injury and property damage.
- **Umbrella/Excess Liability:** Minimum \$1,000,000 per occurrence, providing excess coverage over General Liability, Auto Liability, and Employer's Liability.

Policy Endorsements & Requirements

- The City shall be named Additional Insured on all required policies except Workers' Compensation.
- Waiver of Subrogation in favor of the City shall apply to all policies.
- Each policy shall include a 30-day written notice to the City prior to cancellation, reduction, or material modification.
- Certificates of Insurance and Additional Insured Endorsements (standard ISO 1985 Broad Form) shall be provided and approved by the City before mobilization.

Bonding

If required by the City, a Payment Bond or other surety acceptable to the City may be requested prior to issuance of the Notice to Proceed.

22. Warranty

Contractor shall warrant all work and materials for one (1) year from date of Final Completion. Provide written warranty with final pay application.

Acceptance of Terms & Conditions

Authorized Official (Print): Kurt Southard

Signature:  Date: 11/13/2025

Bid Form – 2025 Trail Crack Sealing and Replacement

Crack Sealant Manufacturer/Model: Crafco parking lot sealant type 1

Estimated Gallons (Contractor's Estimate): 400 gallons

Bid Item	Description	Est. Quantity	Unit	Unit Price	Cost
001	Mobilization, Pedestrian/Traffic Control, Cleanup, Misc.	1	LS	\$	\$1,500.00
002	Bluebird Meadow Trail – Crack Sealing (incl. prep, cleaning, sealing all cracks \geq 3/16")	1	LS	\$	\$5,000.00
003	Barathaven Trail – Crack Sealing (incl. prep, cleaning, sealing all cracks \geq 3/16")	1	LS	\$	\$15,000.00
004	Barathaven Trail – Remove & Replace Asphalt Trail (per Section 10B)	173	SY	\$ 95.00	\$16,435.00
ALT-A	Cold Patch Pre-fill (as directed)		TON	\$ 750.00	
ALT-B	Additional routing beyond standard cleaning (as directed)		LF	\$ 1.00	
ALT-C	Undercut/Backfill (if authorized)		CY	\$ 250.00	
	TOTAL BID (Base Items 001–004)				\$ 37,935.00

Proposed Sequence & Duration:

Approx. crack sealing process should take a week. Asphalt repair process should take about 2 days. We will work with the city's schedule to complete this project.

Company: Asphalt Services LLC Phone: 314-282-5828

Address: 2133 Creve Coeur Mill Road, Maryland Heights, MO 63043

Print Name: Kurt Southard Date: 11/13/2025

Authorized Signature: 

Barathaven Trail

Length = 15,174'

Area = 16,860 SY

Trail Reconstruction Area: 173 SY

All measurements are approximate and shall be field verified by the Contractor prior to bidding. Trails are 10' Wide +/-

Legend



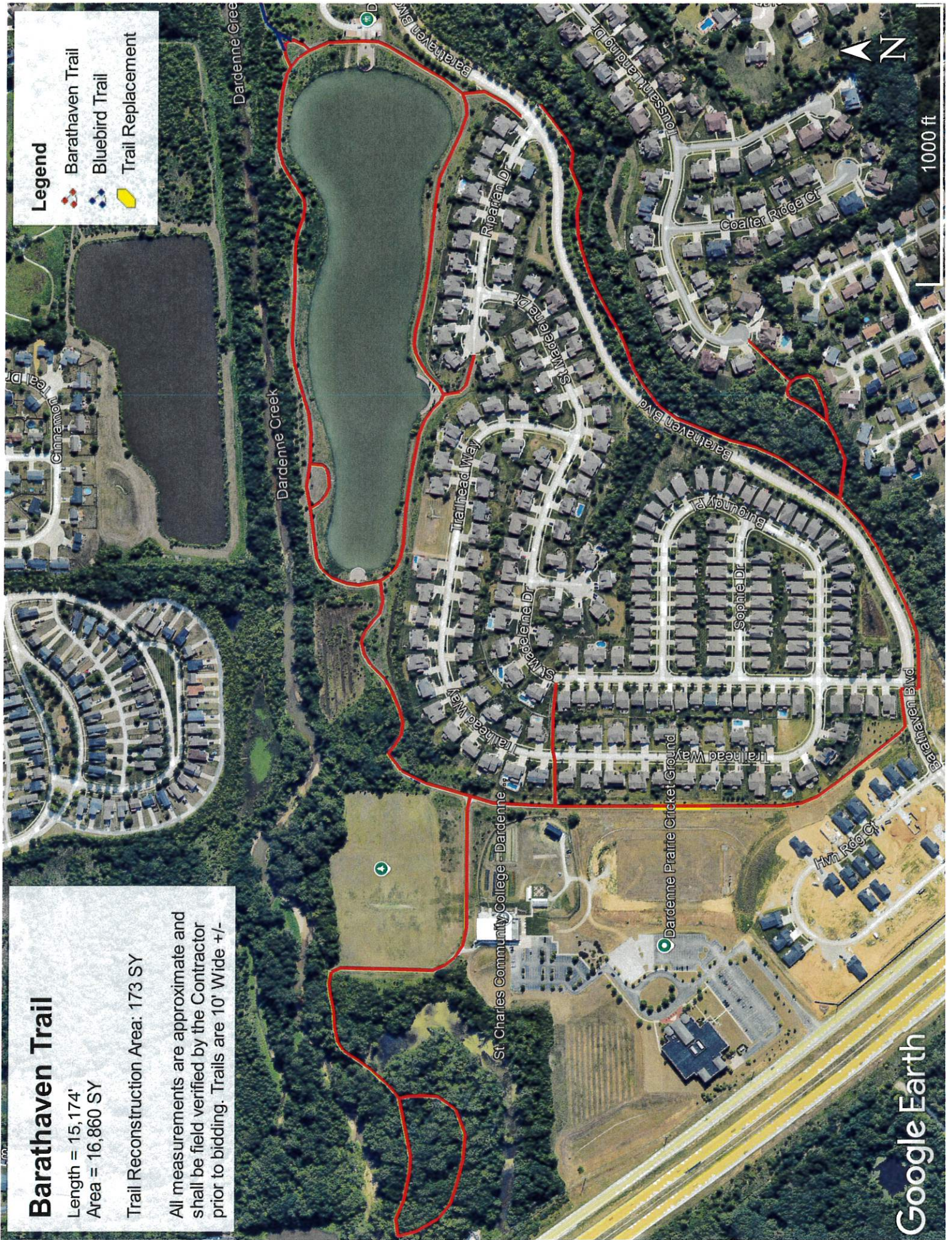
Barathaven Trail



Bluebird Trail



Trail Replacement





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NEC Insurance Inc 308 Noonan Drive Pacific MO 63069		CONTACT NAME: Jill Politte PHONE (A/C, No, Ext): (636) 271-2481 E-MAIL ADDRESS: jllp@necins.com		FAX (A/C, No): (636) 271-6956	
INSURED ASPHALT SERVICES LLC 2133 CREVE COEUR MILL RD MARYLAND HEIGHTS MO 63043-4212		INSURER(S) AFFORDING COVERAGE			NAIC # 19259
		INSURER A: Selective Insurance Co of South Carolina			
		INSURER B:			
		INSURER C:			
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CL2473013178 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2457410	08/04/2024	08/04/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 2457410	08/04/2024	08/04/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 2457410	08/04/2024	08/04/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC 9088245	08/04/2024	08/04/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
INFORMATION PURPOSES ONLY If Original Needed Please Email sgoodwin@necins.com	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



Detailed description of business operations and services provided: We are a full-service commercial pavement maintenance contractor located in St Louis, Missouri. Our services include pavement milling, seal coating, crack sealing, paving, concrete pavement restoration, and patching. Our clients range from homeowners to commercial parking lots to pavement restoration for utility service contractors after they install new services.

Detailed description of three projects recently completed or currently in progress:

- 1. First Community Credit Union, Creve Coeur, Missouri: scope of work – all work is to be completed after business hours; we are cleaning the parking lot, applying hot cracksealant material to cracked areas in the parking lot, and applying new parking lot sealer and fresh parking lot stripes to the parking lot.**
- 2. Bradbury tennis court installation: scope of work: new construction house in O'Fallon, Missouri. We graded the backyard for drainage, installed new base stone and hot mix asphalt for a brand new tennis court, and regraded the yard for positive drainage.**
- 3. Quarry golf course maintenance: scope of work: added new asphalt pavement in rock cart path areas, repaired pot holes, and sealcoated a section of the golf cart parking area and cart path.**



2025 Reference List

- Mehlville School District
 - 3120 Lemay Ferry Road, St. Louis, MO 63125
 - Contact: Mike Gegg- geggm@msdr9.org
 - Cell phone number: 314-495-5568
 - Scope of work: Sealcoating, full-depth repair, pothole patching and line striping (1,293,000 SF)

- Saint Louis County Libraries
 - 1412 S Spoede Road, St. Louis, MO 63131
 - Contact: Matt Manwarring- jmanwarring@slcl.org
 - Cell phone number: 314-575-2583
 - Scope of work: seal coating, crack fill, and pothole patching (200,000 SF)

- City of Jonesburg
 - 106 West Boonslick Road, P.O. Box 256, Jonesburg, MO 63351
 - Contact: jonesburgpublicworks@gmail.com
 - Scope of work: Mill and Pave city streets

- Saint Charles County Government
 - 201 N. 2nd Street, Saint Charles, MO 63301
 - Contact: Dustin Ferrell- dferrell@sccmo.org
 - Cell phone number: 636-262-6531
 - Scope of work: Parks Asphalt Paving and Maintenance Project 2025. Milling, patching, paving, asphalt overlay, and sealcoating

- Saint Louis Parking Company
 - 7777 Bonhomme Ave, St. Louis, MO 63105
 - Contact: Ethan Sargent- esargent@stlouisparking.com
 - Cell phone number- 314-575-7536
 - Scope of work: Sealcoating, full-depth repair, pothole patching and line striping of Starr Lot (400,000 SF)

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF DARDENNE PRAIRIE, MISSOURI, FOR THE FISCAL YEAR COMMENCING ON JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026

WHEREAS, the Mayor, City Administrator and the City Staff have participated in the preparation of the budget and have agreed to the amounts for the operation of the various departments and functions of the City, and;

WHEREAS, the Board of Aldermen has reviewed a draft of the proposed budget; and

WHEREAS, the Budget Officer has prepared a budget for the City for fiscal year 2026 in accord with the requirements applicable to the various funds of the City, and;

WHEREAS, the anticipated expenditures from each fund identified in the budget do not exceed the anticipated revenues plus any unencumbered fund balance for the fiscal year;

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

SECTION 1. That the budget for the City prepared and presented for Fiscal Year 2026, in the form attached hereto as **Exhibit A**, including anticipated revenues and unencumbered fund balances as reflected therein, be and is hereby adopted as the budget for the City of Dardenne Prairie, Missouri for Fiscal Year 2026.

SECTION 2. The Mayor and City Administrator are hereby authorized to expend or authorize the expenditures of funds set forth in the budget as approved in Section 1 of this Ordinance in accord with the provisions of this Ordinance or as the Ordinance may, from time to time, be amended.

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

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

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

SECTION 5. Effective Date: This Ordinance shall be in full force and effect as of the date of its final passage and approval.

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

As Presiding Officer and as Mayor

Attest:

City Clerk

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

As Presiding Officer and as Mayor

Attest:

City Clerk

EXHIBIT A
[Attach Budget]



Kim Clark
Finance Manager
kim.clark@dardenneprairie.org
636.755.5311
2032 Hanley Road
Dardenne Prairie, MO 63368

To the Honorable Mayor Keith Widaman and Board of Aldermen:

In compliance with Section 67.010.1 of the Revised Statutes of Missouri and Section 130.020 of the Dardenne Prairie Municipal Code, I am pleased to present the 2026 Operating Budget for the City of Dardenne Prairie. This document outlines the City's financial plan for the upcoming year, incorporating estimated revenues and expenditures to maintain and enhance municipal services while ensuring fiscal responsibility and adherence to a balanced budget.

Overview and Financial Summary

The 2026 Operating Budget reflects a balance between the City's operational needs, capital improvement priorities, and maintaining adequate fund balance. As of January 1, 2026, we project a total fund balance of \$12.45 million across all funds, which includes:

- **General Fund:** \$5.452 million
- **Parks and Stormwater Fund:** \$1.611 million
- **Special Revenue Fund:** \$2.012 million
- **Capital Improvement Fund:** \$2.271 million
- **Transportation Fund:** \$1.105 million

Projected revenues for 2026 total \$7.262 million which reflects a 17% decrease from 2025. This projected decrease is primarily due to grant funding for road projects that have been completed. Expenditures are estimated to be \$10.019 million. This reflects an increase in overall spending and includes 3.418 million in Capital Improvements. Additional revenue sources of \$607,500 from the General Fund Balance, \$1,590,000 from the Parks & Stormwater Fund Balance, \$55,000 from the Transportation Fund Balance and \$523,000 from the Special Revenue Fund Balance ensure a balanced budget while maintaining unreserved General Fund Balance for unforeseen circumstances.

Revenue Highlights

The primary revenue sources for 2026 include:

- **General Sales Tax (1%):** \$1.50 million
- **Capital Improvement Sales Tax (0.5%):** \$750,000
- **Motor Fuel Tax:** \$750,000
- **Property Tax (8.21 cents per \$100 assessed valuation):** \$412,000
- **Road & Bridge Tax:** \$420,000
- **Municipal Court Fines:** \$215,000
- **Parks & Stormwater Sales Tax (0.05%):** \$750,000
- **Transportation Sales Tax (0.05%):** \$750,000

Expense Highlights

Significant expenditures for 2026 include:

- **Debt Service:** \$1.43 million
- **Personnel Costs:** \$1.822 million
- **Police Department Contract:** \$692,369
- **Road Maintenance Costs:** \$1.387 million (including 1.0 million in slab replacements)

Key Budget Changes and Initiatives

The 2026 budget includes several strategic investments:

- **City Hall Upgrades:** Essential improvements to City Hall to maintain a safe, efficient, and well-functioning facility. Key projects include the replacement of aging HVAC units to ensure reliable climate control, necessary roof repairs to protect the building and prevent future damage, and the replacement of worn carpet throughout the facility to enhance safety and create a more professional environment.
- **Stormwater Master Plan Study:** A comprehensive review to identify and prioritize citywide stormwater projects and to develop a stormwater improvement program.
- **BaratHaven Park:** Planned improvements at BaratHaven Park to enhance recreational offerings and accessibility for residents. Funding is allocated for the design of a newly envisioned park space, which will feature expanded amenities including a dedicated dog park. Additionally, enhancements to BaratHaven Lake are proposed, including the installation of an aeration system to improve water quality and the installation of an ADA-accessible fishing dock to ensure inclusive access for all visitors. These upgrades reflect the City's commitment to expanding recreational opportunities and maintaining high-quality public spaces.
- **Technology Upgrades:** Technology upgrades to enhance security, efficiency, and reliability across City operations. These investments include upgrading access control systems at City Hall, implementing improved file management and records retention solutions, migrating our local active directory to a secure cloud-based platform, replacing outdated network switches and firewalls to strengthen network performance and cybersecurity, and updating security cameras to ensure high-quality monitoring. Together, these enhancements will modernize our technology infrastructure and support the City's long-term operational needs.
- **Road Projects:** The City remains committed to prioritizing street improvements, and the upcoming budget supports the continued advancement of key roadway projects. This includes ongoing work on Post Road Phases One and Two, as well as progress on Weldon Spring Phase One. Additionally, the City is pursuing supplemental funding opportunities for future projects, including BaratHaven Boulevard and Weldon Spring Phase Two. These efforts reflect our dedication to maintaining safe, reliable infrastructure and ensuring long-term transportation improvements for the community.
- **Personnel Costs:** Personnel costs in the upcoming budget reflect several strategic investments to support the City's operational effectiveness and organizational structure. These costs incorporate the implementation of the 2025 salary survey to ensure competitive and equitable compensation for all employees, a 2% COLA, the addition of an IT Manager and the conversion of two part-time parks workers to one full-time



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position, the addition of one part-time seasonal mowing position to meet growing service demands, and the separation of the combined City Clerk/Treasurer role into two distinct positions to improve departmental efficiency. The budget also includes funding for intern positions to support project-based work, as well as a proposed increase in LAGERS benefits to strengthen employee retention and future retirement security. Together, these investments reinforce the City's commitment to attracting, supporting, and retaining a skilled and dedicated workforce.

Economic Outlook and Budget Philosophy

With continued economic uncertainty, administration has adopted conservative revenue projections and controlled spending practices. The budget policy mandates that any revenue shortfalls identified during the year will be met with corresponding expenditure reductions. This ensures financial stability and resilience.

Commitment to Excellence

Our commitment to delivering high-quality services while being responsible stewards of public funds remains steadfast. The proposed 2026 budget positions the City to meet the current and future needs of our residents, enhance community infrastructure, and preserve a sound financial foundation.

Thank you for your continued leadership and partnership in serving the citizens of Dardenne Prairie. I look forward to working collaboratively with you to implement this budget and achieve our shared goals.

Respectfully submitted,

Kim Clark

Kim Clark
Finance Manager

Revenue/Expenditures - ALL FUNDS

	2023 Actuals	2024 Actuals	2025 Budget	2026 Budget	Variance \$	Variance %
Revenues						
General Revenue Fund	\$ 3,466,130.82	\$ 3,242,823.67	\$ 2,982,634.00	\$ 2,879,956.00	\$ (102,678.00)	-4%
Parks & Stormwater Fund	\$ 816,426.44	\$ 862,629.46	\$ 851,000.00	\$ 831,000.00	\$ (20,000.00)	-2%
Special Revenue Fund	\$ 1,104,225.53	\$ 1,115,561.39	\$ 2,003,567.00	\$ 1,440,393.36	\$ (563,173.64)	-39%
Transportation Fund	\$ 734,258.99	\$ 732,033.94	\$ 1,106,553.00	\$ 1,221,915.00	\$ 115,362.00	9%
Capital Improvement Fund	\$ 893,971.14	\$ 1,121,546.48	\$ 1,578,412.00	\$ 888,840.40	\$ (689,571.60)	-78%
TOTAL REVENUES	\$ 7,112,376.46	\$ 7,074,594.94	\$ 8,522,166.00	\$ 7,262,104.76	\$ (1,260,061.24)	-17%
Expenditures						
Buildings, Parks and Stormwater	\$ 74,836.72	\$ 135,640.00	\$ 155,390.00	\$ 266,083.50	\$ 110,693.50	42%
Building Department	\$ 12,632.01	\$ 31,565.00	\$ 32,065.00	\$ 21,065.00	\$ (11,000.00)	-52%
Recreation	\$ 99,853.70	\$ 112,100.00	\$ 112,600.00	\$ 169,600.00	\$ 57,000.00	34%
Municipal Court	\$ 9,949.81	\$ 23,825.00	\$ 25,675.00	\$ 17,075.00	\$ (8,600.00)	-50%
Prosecuting Attorney	\$ 14,423.00	\$ 18,400.00	\$ 17,700.00	\$ 17,450.00	\$ (250.00)	-1%
Business Development	\$ 35,225.00	\$ 41,550.00	\$ 17,550.00	\$ 14,480.00	\$ (3,070.00)	-21%
City Operations	\$ 358,582.21	\$ 250,927.00	\$ 252,525.00	\$ 337,675.00	\$ 85,150.00	25%
Personnel	\$ 954,838.16	\$ 1,206,710.19	\$ 1,420,697.05	\$ 1,822,729.60	\$ 402,032.55	22%
IT Services	\$ 48,996.80	\$ 52,677.04	\$ 69,000.00	\$ 148,290.00	\$ 79,290.00	53%
Legal Services	\$ 128,800.08	\$ 140,000.00	\$ 143,500.00	\$ 100,000.00	\$ (43,500.00)	-44%
Planning and Zoning	\$ 51,241.37	\$ 30,000.00	\$ 10,000.00	\$ 77,040.14	\$ 67,040.14	87%
Engineering	\$ 225,184.42	\$ 301,000.00	\$ 115,000.00	\$ 77,505.00	\$ (37,495.00)	-48%
Police Services	\$ 390,203.62	\$ 348,329.72	\$ 696,659.44	\$ 713,932.85	\$ 17,273.41	2%
Street Maintenance	\$ 367,533.21	\$ 725,700.50	\$ 1,654,000.00	\$ 1,387,500.00	\$ (266,500.00)	-19%
Debt Service	\$ 1,450,253.74	\$ 1,409,900.00	\$ 1,407,700.00	\$ 1,430,650.00	\$ 22,950.00	2%
Capital Improvements	\$ 1,688,703.43	\$ 3,340,761.10	\$ 2,723,290.00	\$ 3,418,024.00	\$ 694,734.00	20%
Total Non-Capital Expenditures	\$ 4,222,553.85	\$ 4,828,324.45	\$ 6,130,061.49	\$ 6,601,076.09	108%	
Total Expenditures	\$ 5,911,257.28	\$ 8,169,085.55	\$ 8,853,351.49	\$ 10,019,100.09	113%	
Revenue Over/(Under) Expenditures	\$ 1,201,119.18	\$ (1,094,490.61)	\$ (331,185.49)	\$ (2,756,995.33)		

	General Revenue Fund	Parks & Stormwater Fund	Special Revenue Fund	Transportation Fund	Capital Improvement Fund	TOTALS
Buildings, Parks and Stormwater	\$ 26,282.00	\$ 239,801.50	\$ -	\$ -	\$ -	\$ 266,083.50
Building Department	\$ 21,065.00	\$ -	\$ -	\$ -	\$ -	\$ 21,065.00
Recreation	\$ -	\$ 169,600.00	\$ -	\$ -	\$ -	\$ 169,600.00
Municipal Court	\$ 17,075.00	\$ -	\$ -	\$ -	\$ -	\$ 17,075.00
Prosecuting Attorney	\$ 17,450.00	\$ -	\$ -	\$ -	\$ -	\$ 17,450.00
Business Development	\$ 14,480.00	\$ -	\$ -	\$ -	\$ -	\$ 14,480.00
City Operations	\$ 337,675.00	\$ -	\$ -	\$ -	\$ -	\$ 337,675.00
Personnel	\$ 1,251,135.67	\$ 342,503.60	\$ 229,090.33	\$ -	\$ -	\$ 1,822,729.60
IT Services	\$ 148,290.00	\$ -	\$ -	\$ -	\$ -	\$ 148,290.00
Legal Services	\$ 100,000.00	\$ -	\$ -	\$ -	\$ -	\$ 100,000.00
Planning and Zoning	\$ 77,040.14	\$ -	\$ -	\$ -	\$ -	\$ 77,040.14
Engineering	\$ 33,005.00	\$ 12,000.00	\$ 32,500.00	\$ -	\$ -	\$ 77,505.00
Police Services	\$ 713,932.85	\$ -	\$ -	\$ -	\$ -	\$ 713,932.85
Street Maintenance	\$ -	\$ -	\$ 1,387,500.00	\$ -	\$ -	\$ 1,387,500.00
Debt Service	\$ 440,000.00	\$ 248,900.00	\$ -	\$ 451,400.00	\$ 290,350.00	\$ 1,430,650.00
Total Non-Capital Expenditures	\$ 3,197,430.67	\$ 1,012,805.10	\$ 1,649,090.33	\$ 451,400.00	\$ 290,350.00	\$ 6,601,076.09
Capital Improvements	\$ 290,000.00	\$ 1,408,050.00	\$ 314,229.50	\$ 824,894.00	\$ 580,850.50	\$ 3,418,024.00
Total Expenditures	\$ 3,487,430.67	\$ 2,420,855.10	\$ 1,963,319.83	\$ 1,276,294.00	\$ 871,200.50	\$ 10,019,100.09

Fund Balance	2021 Actual	2022 Actual	2023 Actual	2024 Actual
Fund				
General Revenue Fund	\$ 3,980,501.00	\$ 4,910,105.00	\$ 5,101,257.00	\$ 4,566,842.00
Parks & Stormwater Fund	\$ 1,186,947.00	\$ 1,183,471.00	\$ 1,282,165.00	\$ 1,434,461.00
Special Revenue Fund	\$ 1,046,432.00	\$ 1,499,291.00	\$ 1,836,302.00	\$ 2,503,098.00
Transportation Fund	\$ -	\$ 308,067.00	\$ 593,155.00	\$ 822,211.00
ARPA Fund	\$ 1,346,718.00	\$ 2,499,319.00	\$ 2,816,397.00	\$ -
Capital Improvement Fund	\$ 655,496.00	\$ 954,931.00	\$ 1,252,269.00	\$ 905,713.00
Total Balance - All Funds	\$ 8,216,094.00	\$ 11,355,184.00	\$ 12,881,545.00	\$ 10,232,325.00

Changes in Fund Balance

	2026 Estimated Beginning	2026 Revenue	2026 Expenditures	Balance Before Cap Imp
General Revenue Fund	\$ 5,452,526.00	\$ 2,879,956.00	\$ 3,197,430.67	\$ 5,135,051.33
Parks & Stormwater Fund	\$ 1,611,742.00	\$ 831,000.00	\$ 1,012,805.10	\$ 1,429,936.90
Special Revenue Fund	\$ 2,012,062.00	\$ 1,440,393.36	\$ 1,649,090.33	\$ 1,803,365.03
Transportation Fund	\$ 1,105,932.00	\$ 1,221,915.00	\$ 451,400.00	\$ 1,876,447.00
Capital Improvement Fund	\$ 2,271,354.00	\$ 888,840.40	\$ 290,350.00	\$ 2,869,844.40
Total	\$ 12,453,616.00	\$ 7,262,104.76	\$ 6,601,076.09	\$ 13,114,644.67

	2026 Capital Imp Exp	2026 Ending Fund Balance
General Revenue Fund	\$ 290,000.00	\$ 4,845,051.33
Parks & Stormwater Fund	\$ 1,408,050.00	\$ 21,886.90
Special Revenue Fund	\$ 314,229.50	\$ 1,489,135.53
Transportation Fund	\$ 824,894.00	\$ 1,051,553.00
Capital Improvement Fund	\$ 580,850.50	\$ 2,288,993.90
Total	\$ 3,418,024.00	\$ 9,696,620.67
Ending Balance (All Funds)		\$ 9,696,620.67

2026 BUDGET DRAFT

GENERAL REVENUE FUND	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
City Hall							
Real Estate & Personal Property Tax	\$ 394,717.40	\$ 411,254.65	\$ 400,674.00	143,580.31	\$ 411,946.00	\$ 11,272.00	2.74%
Sales Tax - General Fund 1%	\$ 1,442,220.14	\$ 1,420,348.93	\$ 1,490,000.00	1,271,538.81	\$ 1,500,000.00	\$ 10,000.00	0.67%
Franchise Fees (Charter Communications)	\$ 116,380.65	\$ 74,807.93	\$ 75,000.00	42,903.90	\$ 58,000.00	\$ (17,000.00)	-29.31%
Business License	\$ 3,931.25	\$ 5,686.25	\$ 4,000.00	5,016.95	\$ 5,000.00	\$ 1,000.00	20.00%
Liquor License	\$ 6,750.00	\$ 7,575.63	\$ 7,500.00	8,062.50	\$ 7,500.00	\$ -	0.00%
Home Occupation Licenses	\$ -	\$ -	\$ -	-	\$ -	\$ -	-
Plan Review Fees	\$ 32,719.68	\$ 64,873.00	\$ 25,000.00	8,912.01	\$ 15,000.00	\$ (10,000.00)	-66.67%
Firework Stand Permit	\$ 9,100.00	\$ 9,100.00	\$ 9,100.00	6,100.00	\$ 6,100.00	\$ (3,000.00)	-49.18%
Detention Basin	\$ 140.00	\$ -	\$ 7,000.00	420.00	\$ 7,000.00	\$ -	0.00%
Building Permits	\$ 359,907.38	\$ 354,898.54	\$ 250,000.00	185,198.78	\$ 180,000.00	\$ (70,000.00)	-38.89%
Occupancy Permits	\$ 9,600.00	\$ 6,377.25	\$ 2,500.00	5,475.00	\$ 7,500.00	\$ 5,000.00	66.67%
Deck, Pool & Fence Permits	\$ 17,000.00	\$ 15,300.00	\$ 15,000.00	12,400.00	\$ 15,000.00	\$ -	0.00%
Misc. Development/Engineer/Zoning Fees	\$ 43,196.85	\$ 42,084.47	\$ 45,000.00	38,350.96	\$ 45,000.00	\$ -	0.00%
Conditional Use Permits	\$ 3,680.00	\$ 5,520.00	\$ 2,760.00	1,840.00	\$ 2,760.00	\$ -	0.00%
Sign Permits	\$ 4,911.84	\$ 2,239.92	\$ 1,000.00	3,817.48	\$ 1,000.00	\$ -	0.00%
Council Room Rentals	\$ 6,075.00	\$ 5,205.00	\$ 2,500.00	2,650.00	\$ -	\$ (2,500.00)	100.00%
City Hall Lease Area Rentals	\$ 55,213.96	\$ 48,196.87	\$ 52,000.00	47,212.36	\$ 60,000.00	\$ 8,000.00	13.33%
Interest	\$ 193,090.06	\$ 292,046.02	\$ 150,000.00	130,640.70	\$ 120,000.00	\$ (30,000.00)	-25.00%
Misc.	\$ 16,525.03	\$ 29,925.62	\$ 10,000.00	16,852.28	\$ 10,000.00	\$ -	0.00%
Bryan 364 Junction LLC	\$ 99,057.00	\$ -	\$ -	-	\$ -	\$ -	-
Credit Card Convenience Fee	\$ 1,466.20	\$ 874.65	\$ -	-	\$ -	\$ -	-
The Prairie Ord 2138	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	54,988.00	\$ 50,000.00	\$ -	0.00%
The Prairie Encore Ord 2224	\$ -	\$ 71,000.00	\$ 71,000.00	71,000.00	\$ 71,000.00	\$ -	0.00%
County Pothole Program - Reimbursement	\$ 410,430.44	\$ -	\$ -	-	\$ -	\$ -	-
CITY HALL REVENUE SUBTOTAL	\$ 3,276,112.88	\$ 2,917,314.73	\$ 2,670,034.00	\$ 2,056,960.04	\$ 2,572,806.00	\$ (97,228.00)	-3.78%
Municipal Court							
Fines	\$ 109,257.38	\$ 210,423.10	\$ 200,000.00	\$ 163,364.37	\$ 215,000.00	\$ 15,000.00	6.98%
MUNICIPAL COURT REVENUE SUBTOTAL	\$ 109,257.38	\$ 210,423.10	\$ 200,000.00	\$ 163,364.37	\$ 215,000.00	\$ 15,000.00	6.98%
Recreation Department							
Park Reservation Fee	\$ 5,324.99	\$ 4,725.00	\$ 6,000.00	\$ 4,726.92	\$ 4,000.00	\$ (2,000.00)	-50.00%
Field Reservation Fee	\$ 5,885.86	\$ 19,293.51	\$ 15,000.00	\$ 11,744.50	\$ 8,000.00	\$ (7,000.00)	-87.50%
Park Partner Program	\$ -	\$ 14,900.00	\$ 6,000.00	\$ 4,450.00	\$ 7,000.00	\$ 1,000.00	14.29%
Concession Stand	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,760.16	\$ 2,000.00	\$ -	0.00%
Easter/Arbor/Earth Day	\$ -	\$ -	\$ 100.00	\$ 200.00	\$ -	\$ (100.00)	-
Music/Movies	\$ 600.00	\$ 1,150.00	\$ 2,000.00	\$ 2,250.00	\$ 1,150.00	\$ (850.00)	-73.91%
Senior Events/Trips	\$ -	\$ -	\$ 9,000.00	\$ -	\$ -	\$ (9,000.00)	-
Salvation Army Tree Lighting	\$ -	\$ -	\$ 500.00	\$ -	\$ -	\$ (500.00)	-
Prairie Day	\$ 12,595.00	\$ 13,500.00	\$ 12,000.00	\$ 18,500.00	\$ 18,000.00	\$ 6,000.00	33.33%
Other Programs	\$ -	\$ -	\$ 5,000.00	\$ 105.00	\$ -	\$ (5,000.00)	-
Youth Ball	\$ 50,473.04	\$ 50,865.77	\$ 52,000.00	\$ 62,374.88	\$ 52,000.00	\$ -	0.00%
New Programs	\$ 3,881.67	\$ 8,651.56	\$ 3,000.00	\$ -	\$ -	\$ (3,000.00)	-
RECREATION REVENUE SUBTOTAL	\$ 80,760.56	\$ 115,085.84	\$ 112,600.00	\$ 106,111.46	\$ 92,150.00	\$ (20,450.00)	-22.19%
TOTAL GENERAL FUND REVENUE	\$ 3,466,130.82	\$ 3,242,823.67	\$ 2,982,634.00	\$ 2,326,435.87	\$ 2,879,956.00	\$ (102,678.00)	-3.57%

CAPITAL IMPROVEMENT FUND

	2023 Actual		2024 Actual		2025 Budget		2025 YTD		2026 Budget		Variance \$
Capital Improvement Sales Tax 1/2 cent	\$	721,110.12	\$	710,174.93	\$	745,000.00	\$	635,769.42	\$	750,000.00	\$ 5,000.00
Interest	\$	44,753.40	\$	61,130.73	\$	20,000.00	\$	42,118.25	\$	20,000.00	\$ -
Stump Road Improvements (EWG/St. Charles County Funding)	\$	100,107.62	\$	340,470.39	\$	739,138.00	\$	1,369,025.80	\$	-	\$ (739,138.00)
Town Square Overlay (EWG/St. Charles County Funding)	\$	-	\$	9,770.43	\$	-	\$	65,969.50	\$	-	\$ -
Henning Road Trail Replacement	\$	-	\$	-	\$	74,274.00	\$	-	\$	78,703.20	\$ 4,429.20
Safe Routes to School Improvements	\$	-	\$	-	\$	-	\$	-	\$	40,137.20	\$ 40,137.20
Capital Improvement Sales Tax *R1 - Other	\$	28,000.00	\$	-	\$	-	\$	-	\$	-	\$ -
											\$ -
TOTAL CAPITAL IMPROVEMENT FUND REVENUE	\$	893,971.14	\$	1,121,546.48	\$	1,578,412.00	\$	2,112,882.97	\$	888,840.40	\$ (689,571.60)

PARKS AND STORMWATER FUND

	2023 Actual		2024 Actual		2025 Budget		2025 YTD		2026 Budget		Variance \$	Variance %
Parks & Storm Water Sales Tax 1/2 cent - Prop P	\$	721,102.98	\$	710,195.31	\$	745,000.00	\$	635,782.39	\$	750,000.00	\$ 5,000.00	0.67%
County Wide Parks Tax	\$	41,556.72	\$	72,537.26	\$	56,000.00	\$	29,253.91	\$	56,000.00	\$ -	
Interest	\$	53,766.74	\$	79,896.89	\$	50,000.00	\$	48,990.18	\$	25,000.00	\$ (25,000.00)	-100.00%
TOTAL PARKS & STORM WATER FUND REVENUE	\$	816,426.44	\$	862,629.46	\$	851,000.00	\$	714,026.48	\$	831,000.00	\$ (20,000.00)	-2.41%

SPECIAL REVENUE FUND

	2023 Actual		2024 Actual		2025 Budget		2025 YTD		2026 Budget		Variance \$	Variance %	
Motor Fuel Tax	\$	650,405.84	\$	684,974.62	\$	700,000.00	\$	546,366.50	\$	750,000.00	\$	50,000.00	6.67%
Road & Bridge Tax	\$	357,972.00	\$	372,804.00	\$	385,000.00	\$	-	\$	420,000.00	\$	35,000.00	8.33%
Stump Road Improvements (EWG/St. Charles County Funding)	\$	16,000.00	\$	-	\$	-	\$	205,127.44	\$	-	\$	-	
Hanley Road Improvements (EWG/St. Charles County Funding)	\$	35,580.02	\$	-	\$	-	\$	-	\$	-	\$	-	
Town Square Overlay (EWG/St. Charles County Funding)	\$	-	\$	-	\$	858,567.00	\$	-	\$	-	\$	(858,567.00)	
Hanley Road Phase II	\$	-	\$	-	\$	40,000.00	\$	-	\$	40,000.00	\$	-	0.00%
Post Road Phase I	\$	-	\$	-	\$	-	\$	\$49,061.47	\$	-	\$	-	
Bates Road Improvements Phase I	\$	-	\$	-	\$	-	\$	-	\$	62,734.80	\$	62,734.80	
Weldon Spring Road Improvements Phase I	\$	-	\$	-	\$	-	\$	-	\$	147,658.56	\$	147,658.56	100.00%
Interest	\$	44,267.67	\$	55,972.86	\$	20,000.00	\$	58,787.70	\$	20,000.00	\$	-	0.00%
Other	\$	-	\$	1,809.91	\$	-	\$	-	\$	-	\$	-	
TOTAL SPECIAL REVENUE FUND REVENUE	\$	1,104,225.53	\$	1,115,561.39	\$	2,003,567.00	\$	859,343.11	\$	1,440,393.36	\$	(563,173.64)	-39.10%

TRANSPORTATION FUND

	2023 Actual		2024 Actual		2025 Budget		2025 YTD		2026 Budget		Variance \$	Variance %	
Transportation Sales Tax 1/2 cent - Prop T	\$	721,460.26	\$	709,990.13	\$	745,000.00	\$	635,367.23	\$	750,000.00	\$	5,000.00	0.67%
Interest	\$	12,798.73	\$	22,043.81	\$	12,000.00	\$	19,132.68	\$	12,000.00	\$	-	0.00%
Post Road Phase I	\$	-	\$	-	\$	299,553.00	\$	46,373.29	\$	220,197.00	\$	(79,356.00)	-36.04%
Post Road Phase II	\$	-	\$	-	\$	50,000.00	\$	-	\$	239,718.00	\$	189,718.00	79.14%
TOTAL TRANSPORTATION FUND REVENUE	\$	734,258.99	\$	732,033.94	\$	1,106,553.00	\$	700,873.20	\$	1,221,915.00	\$	115,362.00	9.44%

	2023 Actual		2024 Budget		2025 Budget		2026 Budget	
REVENUE								
ARPA Funds	\$	-	\$	-	\$	-	\$	-
ARPA Interest	\$	97,363.54	\$	-	\$	-	\$	-
TOTAL ARPA Funds	\$	97,363.54	\$	-	\$	-	\$	-

EXPENDITURES

Buildings, Parks and Stormwater

City Hall

Property Maintenance & Supplies

	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Elevator Service	\$ 4,465.15	\$ 5,755.44	\$ 5,000.00	\$ 2,948.61	\$ 5,250.00	\$ 250.00	5%
Pest Control	\$ 445.24	\$ 443.00	\$ 540.00	\$ 336.00	\$ 567.00	\$ 27.00	5%
Carpet Cleaning	\$ 775.80	\$ 0.00	\$ 1,500.00	\$ 1,195.00	\$ 1,545.00	\$ 45.00	3%
City Hall Cleaning	\$ 937.76	\$ 944.79	\$ 1,000.00	\$ 671.84	\$ 6,400.00	\$ 5,400.00	84%
Repairs/Maint.	\$ 1,753.50	\$ 2,452.75	\$ 15,000.00	\$ 3,136.64	\$ 7,200.00	\$ (7,800.00)	-108%
Supplies/tools	\$ 1,058.07	\$ 981.43	\$ 2,000.00	\$ 370.12	\$ 2,050.00	\$ 60.00	3%
AED Service	\$ 900.00	\$ 0.00	\$ 300.00	\$ -	\$ 1,200.00	\$ 900.00	75%
City Hall - Other	\$ 6,592.96	\$ 2,248.08	\$ 2,000.00	\$ 1,612.70	\$ 2,060.00	\$ 60.00	3%

CITY HALL EXPENSES TOTAL \$ 16,928.48 \$ 12,825.49 \$ 27,340.00 \$ 10,270.91 \$ 26,282.00 \$ (1,058.00) -4%

City Hall Park

Fertilizer/Pesticides	\$ 380.90	\$ 2,728.06	\$ 2,000.00	\$ 3,422.87	\$ 2,100.00	\$ 100.00	5%
Irrigation Service	\$ 4,223.71	\$ 933.12	\$ 2,800.00	\$ 481.00	\$ 2,884.00	\$ 84.00	3%
Signs/Dog bags	\$ -	\$ -	\$ 300.00	\$ -	\$ 309.00	\$ 9.00	3%
Playground Equip.	\$ 3,444.36	\$ 3,412.89	\$ 4,000.00	\$ 519.80	\$ 8,100.00	\$ 4,100.00	51% Testing Playground Surface
Hardware, paint supplies, tools	\$ 1,640.25	\$ 873.47	\$ 750.00	\$ -	\$ 772.50	\$ 22.50	3%
CH Park Concession Stand	\$ 2,498.09	\$ 13.94	\$ 1,000.00	\$ 688.87	\$ 1,030.00	\$ 30.00	3%
Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 3,000.00	\$ 3,000.00	100% Caulking
Outdoor TV's and service	\$ -	\$ -	\$ -	\$ -	\$ 7,050.00	\$ 7,050.00	100% Outdoor TV's for Concession S
City Hall Park - Other	\$ 4,753.60	\$ 1,753.88	\$ 5,000.00	\$ 2,599.39	\$ 5,150.00	\$ 150.00	3%

CITY HALL PARK EXPENSES TOTAL \$ 16,940.91 \$ 9,715.36 \$ 15,850.00 \$ 7,711.93 \$ 30,395.50 \$ 14,545.50 48%

Dardenne Ballfields

Fertilizer/Pesticides	\$ 990.20	\$ 119.42	\$ 1,000.00	\$ 245.70	\$ 1,050.00	\$ 50.00	5%
Contract Service	\$ 360.00	\$ 604.00	\$ 12,000.00	\$ 11,769.00	\$ 500.00	\$ (11,500.00)	-2300%
Field Maintenance	\$ 1,005.87	\$ 599.37	\$ 1,000.00	\$ 1,824.32	\$ 1,050.00	\$ 50.00	5%
Dardenne Ballfields - Other	\$ 8,579.09	\$ 1,067.04	\$ 4,000.00	\$ 534.91	\$ 1,500.00	\$ (2,500.00)	-167%
Utilities	\$ 513.47	\$ -	\$ -	\$ -	\$ -	\$ -	-

DARDENNE BALLFIELDS EXPENSES TOTAL \$ 11,448.63 \$ 2,389.83 \$ 18,000.00 \$ 14,373.93 \$ 4,100.00 \$ (13,900.00) -339%

BaratHaven

Fertilizer/Pesticides	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,050.00	\$ 50.00	5%
Irrigation Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contracted Svc.	\$ -	\$ -	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00	100% Conservation Maintenance and
Signs/Dog bags	\$ 39.99	\$ -	\$ -	\$ -	\$ -	\$ -	-
Porta Potty	\$ 1,653.68	\$ 1,338.36	\$ 1,700.00	\$ 1,186.00	\$ 1,751.00	\$ 51.00	3%
BaratHaven Park - Other	\$ 1,001.18	\$ 1,349.67	\$ 1,500.00	\$ 74.94	\$ 1,545.00	\$ 45.00	3%

BARATHAVEN EXPENSES TOTAL \$ 2,694.85 \$ 2,688.03 \$ 4,200.00 \$ 1,260.94 \$ 74,346.00 \$ 70,146.00 94%

Georgetown

Georgetown - Other	\$ 18.58	\$ -	\$ 500.00	\$ -	\$ 250.00	\$ (250.00)	-100%
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GEORGETOWN EXPENSES TOTAL \$ 18.58 \$ - \$ 500.00 \$ - \$ 250.00 \$ (250.00) -100%

Bluebird

Fertilizer/Pesticides	\$ 2,296.26	\$ 855.00	\$ 1,000.00	\$ -	\$ 1,050.00	\$ 50.00	5%
Irrigation Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Contracted Svc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Signs/Dog bags	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Porta Potty	\$ 2,598.93	\$ 1,281.36	\$ 1,500.00	\$ 1,368.00	\$ 1,545.00	\$ 45.00	3%
Other	\$ 39.80	\$ -	\$ -	\$ -	\$ -	\$ -	-

BLUEBIRD EXPENSES TOTAL \$ 4,934.99 \$ 2,136.36 \$ 2,500.00 \$ 1,368.00 \$ 2,595.00 \$ 95.00 4%

General

General Supplies	\$ 4,655.76	\$ 4,775.92	\$ 4,000.00	\$ 3,932.56	\$ 4,120.00	\$ 120.00	3%
Landscaping	\$ -	\$ -	\$ -	\$ -	\$ 28,000.00	\$ 28,000.00	100%

GENERAL BUILDING EXPENSES TOTAL \$ 4,655.76 \$ 4,775.92 \$ 4,000.00 \$ 3,932.56 \$ 32,120.00 \$ 28,120.00 88%

Fountain

Repair & Service	\$ 1,688.73	\$ 3,208.72	\$ 4,000.00	\$ 1,858.27	\$ -	\$ (4,000.00)	-
Other	\$ 1,851.74	\$ -	\$ -	\$ -	\$ -	\$ -	-

FOUNTAIN EXPENSES TOTAL \$ 3,540.47 \$ 3,208.72 \$ 4,000.00 \$ 1,858.27 \$ - \$ (4,000.00)

Misc

Vehicles/Machinery	\$ 8,015.45	\$ 15,119.46	\$ 8,000.00	\$ 6,696.29	\$ 8,840.00	\$ 840.00	10% New 22" push mower
Rental Equipment	\$ 160.00	\$ 675.41	\$ 1,000.00	\$ 1,308.70	\$ 1,500.00	\$ 500.00	33%
Tree City USA	\$ 4,620.23	\$ 232.19	\$ 26,000.00	\$ 5,881.00	\$ 26,780.00	\$ 780.00	3% \$2.00/citizen required for desig
Training & Dues	\$ 350.00	\$ 1,645.29	\$ 4,000.00	\$ 210.00	\$ 1,500.00	\$ (2,500.00)	-167%
Uniform/Clothing	\$ 528.37	\$ 1,937.81	\$ 1,500.00	\$ 199.99	\$ 2,000.00	\$ 500.00	25%
Small tools/Equipment	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,575.00	\$ 75.00	3%
Utilities	\$ -	\$ 25,925.02	\$ 30,000.00	\$ 16,399.75	\$ 31,800.00	\$ 1,800.00	6%
Bank Fees	\$ -	\$ 698.71	\$ 1,000.00	\$ 540.51	\$ 1,000.00	\$ -	0%
Stormwater	\$ -	\$ 393.00	\$ 5,000.00	\$ 332.24	\$ 20,000.00	\$ 15,000.00	75%

MISCELLANEOUS EXPENSES TOTAL \$ 13,674.05 \$ 46,626.89 \$ 79,000.00 \$ 31,568.48 \$ 95,995.00 \$ 16,995.00 18%

BUILDINGS, PARKS & STORMWATER DEPARTMENT TOTAL

\$ 74,836.72 \$ 84,366.60 \$ 155,390.00 \$ 72,345.02 \$ 266,083.50 \$ 110,693.50 42%

Funding Sources 2026

General Revenue Fund	\$ 26,282.00
Parks & Stormwater Fund	\$ 239,801.50
Special Revenue Fund	
Transportation Fund	
Capital Improvement Fund	

Total \$ 266,083.50

Building Department	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance
Code Enforcement & Inspections							
Annual/Monthly Training	\$ 2,366.16	\$ 2,589.67	\$ 5,000.00	\$ 2,037.06	\$ 3,500.00	\$ (1,500.00)	-43%
Membership Dues	\$ 220.00	\$ 185.00	\$ 515.00	\$ 215.00	\$ 515.00	\$ -	0%
Software License	\$ 9,840.00	\$ 14,934.00	\$ 24,000.00	\$ 14,712.00	\$ 15,000.00	\$ (9,000.00)	-60% MyGov
Vehicle Services	\$ 154.35	\$ 110.98	\$ 2,000.00	\$ 1,415.20	\$ 1,500.00	\$ (500.00)	-33%
Clothing Allowance	\$ -	\$ 51.34	\$ 250.00	\$ -	\$ 250.00	\$ -	0%
Forms/Printing/Code Books	\$ 51.50	\$ -	\$ 300.00	\$ -	\$ 300.00	\$ -	0%
CODE/BUILDING INSP. EXPENSES TOTAL	\$ 12,632.01	\$ 17,870.99	\$ 32,065.00	\$ 18,379.26	\$ 21,065.00	\$ (11,000.00)	-52%

Funding Sources 2026	Amount
General Revenue Fund	\$ 21,065.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 21,065.00

Recreation Department	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Recreation Department							
Clean Stream		\$ 50.32	\$ 100.00	\$ 7.45	\$ 100.00	\$ -	0%
Egg Hunt/Arbor Day	\$ 3,778.32	\$ 3,567.27	\$ 4,000.00	\$ 3,211.57	\$ 4,000.00	\$ -	0%
Music. Movies	\$ 14,521.00	\$ 17,355.03	\$ 25,000.00	\$ 19,131.52	\$ 25,000.00	\$ -	0%
Senior Events	\$ 10,228.88	\$ 9,077.22	\$ 12,000.00	\$ 7,040.02	\$ 12,000.00	\$ -	0%
Tree Lighting	\$ 3,825.46	\$ 3,441.05	\$ 4,000.00	\$ -	\$ 4,000.00	\$ -	0%
Prairie Day	\$ 16,506.19	\$ 17,863.68	\$ 13,000.00	\$ 14,348.46	\$ 18,000.00	\$ 5,000.00	28% 25 Year Anniversary in 2026
Rec Desk	\$ 6,200.00	\$ 3,250.00	\$ 3,500.00	\$ -	\$ 3,500.00	\$ -	0%
Youth Ball	\$ 33,728.79	\$ 35,486.57	\$ 34,000.00	\$ 32,398.91	\$ 34,000.00	\$ -	0%
Other Programs	\$ 9,674.82	\$ 10,064.99	\$ 10,000.00	\$ 854.30	\$ 2,500.00	\$ (7,500.00)	-300%
Marketing	\$ 1,139.87	\$ 9.98	\$ 4,000.00	\$ 769.00	\$ 4,000.00	\$ -	0%
Uniforms	\$ -	\$ 740.18	\$ 500.00	\$ -	\$ 150.00	\$ (350.00)	-233%
Dues/Prof. Training	\$ 250.37	\$ 1,118.21	\$ 2,000.00	\$ -	\$ 1,000.00	\$ (1,000.00)	-100%
Other Events	\$ -	\$ -	\$ 500.00	\$ -	\$ 500.00	\$ -	0% Back to School Fair
Veteran Honor Program & Street Banners	\$ -	\$ -	\$ -	\$ -	\$ 8,150.00	\$ 8,150.00	100% Banners & boom truck rental
America 250	\$ -	\$ -	\$ -	\$ -	\$ 52,500.00	\$ 52,500.00	100% Fireworks, Drone show
Fishing Derby	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ -	
RECREATION EXPENSES TOTAL	\$ 99,853.70	\$ 102,024.50	\$ 112,600.00	\$ 77,761.23	\$ 169,600.00	\$ 57,000.00	34%

Funding Sources 2026	Amount
General Revenue Fund	\$ -
Parks & Stormwater Fund	\$ 169,600.00
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 169,600.00

MUNICIPAL COURT	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %
Municipal Court							
Judge	\$ 6,500.00	\$ 5,500.00	\$ 6,500.00	\$ 5,000.00	\$ 6,000.00	(500.00)	-8%
Misc./Court Supplies	\$ 561.90	\$ 2,077.68	\$ 1,000.00	\$ 724.20	\$ 500.00	(500.00)	-100%
Printing	\$ 928.13	\$ -	\$ -	\$ 787.35	\$ 1,500.00	1,500.00	100%
Supplies	\$ 270.16	\$ -	\$ -	\$ 108.97	\$ -	-	
IT Software License	\$ 1,614.62	\$ -	\$ -	\$ -	\$ -	-	
Training/Conferences	\$ 75.00	\$ -	\$ 2,500.00	\$ 266.52	\$ 1,500.00	(1,000.00)	-67%
Membership (MACA)	\$ -	\$ -	\$ 75.00	\$ 75.00	\$ 75.00	-	0%
Domestic Violence Fund	\$ -	\$ -	\$ 2,000.00	\$ 5,020.50	\$ 3,000.00	1,000.00	33% Collected and sent to Co
POST Fees	\$ -	\$ -	\$ 900.00	\$ -	\$ -	(900.00)	Collected by court and a
Crime Victims Compensation	\$ -	\$ -	\$ 6,600.00	\$ -	\$ -	(6,600.00)	Collected by court and a
Court Automation Fee	\$ -	\$ -	\$ 6,100.00	\$ -	\$ -	(6,100.00)	Collected by court and a
Recoupments	\$ -	\$ 1,181.40	\$ -	\$ 4,385.60	\$ 4,500.00		
MUNICIPAL COURT EXPENSES TOTAL	\$ 9,949.81	\$ 8,759.08	\$ 25,675.00	\$ 16,368.14	\$ 17,075.00	(8,600.00)	-50%

Funding Sources 2026	Amount
General Revenue Fund	\$ 17,075.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 17,075.00

PROSECUTING ATTORNEY'S OFFICE	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %
Prosecuting Attorney's Office							
Prosecutor	\$ 13,200.00	\$ 13,200.00	\$ 13,200.00	\$ 11,000.00	\$ 13,200.00	\$ -	0%
Printing Tickets, warnings, probation etc.	\$ 1,004.00	\$ 2,308.32	\$ 2,500.00	\$ 2,284.41	\$ 3,000.00	\$ 500.00	17%
Training/conferences		\$ -	\$ 2,000.00	\$ -	\$ 1,000.00	\$ (1,000.00)	-100%
Misc.	\$ 219.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00	100%
PROSECUTING ATTY EXPENSES TOTAL	\$ 14,423.00	\$ 15,508.32	\$ 17,700.00	\$ 13,284.41	\$ 17,450.00	\$ (250.00)	-1%

Funding Sources 2026	Amount
General Revenue Fund	\$ 17,450.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 17,450.00

BUSINESS DEVELOPMENT	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Business Promotion							
Dues	\$ 225.00	\$ 225.00	\$ 250.00	\$ -	\$ 650.00	\$ 400.00	61.54%
Conferences, Meetings	\$ -	\$ -	\$ 1,000.00	\$ -	\$ -	\$ (1,000.00)	
St. Charles County EDC	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 11,330.00	\$ 11,330.00	\$ 330.00	2.91%
Traffic Studies/other research	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Business Promotions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Subscriptions	\$ -	\$ -	\$ 300.00	\$ -	\$ -	\$ (300.00)	
Citizen Survey/Marketing/Public Relations	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%
Consulting NextSite 2197	\$ 25,000.00	\$ 25,000.00	\$ 5,000.00	\$ -	\$ -	\$ (5,000.00)	Contract ended 2024
BUSINESS DEVELOPMENT EXPENSES TOTAL	\$ 35,225.00	\$ 36,225.00	\$ 17,550.00	\$ 11,330.00	\$ 14,480.00	\$ (3,070.00)	-21%

Funding Sources 2026	Amount
General Revenue Fund	\$ 14,480.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 14,480.00

CITY OPERATIONS	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %
City Operations							
St. Charles County Animal Control	\$ 15,512.06	\$ 15,512.06	\$ 15,600.00	\$ 15,512.06	\$ 15,600.00	\$ -	0%
Resident Guides		\$ -	\$ 1,500.00	\$ -	\$ 1,000.00	\$ (500.00)	-50%
General Liability, Management Liability & Employment Practices	\$ 11,089.00	\$ 7,810.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	0%
Cybersecurity			\$ 10,000.00	\$ 5,234.25	\$ 5,500.00	\$ (4,500.00)	-82%
Property Insurance	\$ 29,951.00	\$ 65,087.00	\$ 33,000.00	\$ 48.00	\$ 35,000.00	\$ 2,000.00	6%
Workers Comp	\$ 11,964.00	\$ 15,088.00	\$ 16,000.00	\$ 13,899.00	\$ 16,000.00	\$ -	0%
Treasurers Bond	\$ 125.00	\$ 125.00	\$ 125.00	\$ -	\$ 125.00	\$ -	0%
Auto Insurance	\$ 6,621.00	\$ 5,372.00	\$ 7,000.00	\$ 1,000.00	\$ 7,000.00	\$ -	0%
Employee & Public Officials Bond	\$ 283.05	\$ -	\$ 400.00	\$ 283.05	\$ 300.00	\$ (100.00)	-33%
Mosquito Control	\$ 145.18	\$ -	\$ 1,000.00	\$ 263.67	\$ 1,000.00	\$ -	0%
Newsletter/Marketing	\$ -	\$ 167.88	\$ 1,500.00	\$ -	\$ 8,500.00	\$ 7,000.00	82% Use Tax Marketing
Public Relations	\$ 4,053.85	\$ 4,136.45	\$ 5,000.00	\$ 7,357.13	\$ 6,000.00	\$ 1,000.00	17%
Water	\$ 10,649.32	\$ 1,117.15	\$ 1,500.00	\$ 603.75	\$ 1,000.00	\$ (500.00)	-50%
Electric, Various	\$ 37,094.41	\$ 27,557.78	\$ 28,000.00	\$ 23,705.91	\$ 31,600.00	\$ 3,600.00	11% Addition of BaratHaven Street Lig
Sewer	\$ 672.67	\$ 400.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ -	0%
Office Supplies	\$ 4,375.27	\$ 4,454.55	\$ 4,500.00	\$ 3,298.52	\$ 4,500.00	\$ -	0%
Dues	\$ 3,954.50	\$ 4,263.00	\$ 4,500.00	\$ 3,727.90	\$ 4,500.00	\$ -	0%
Municipal League Dues (MO & SCML)	\$ 4,913.18	\$ 2,831.59	\$ 3,000.00	\$ 750.00	\$ 3,000.00	\$ -	0%
Seminars/Training	\$ 25,005.54	\$ 22,448.27	\$ 23,000.00	\$ 9,837.32	\$ 23,000.00	\$ -	0%
Election	\$ 6,074.31	\$ 6,648.61	\$ 10,000.00	\$ 11,446.99	\$ 19,000.00	\$ 9,000.00	47% General, Use Tax & Prop Tax Free
Bank Fees - Arpa	\$ 288.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Bank Fees - General	\$ 1,347.91	\$ 1,250.71	\$ 2,500.00	\$ 1,077.40	\$ 2,000.00	\$ (500.00)	-25%
Bank Fees - Park	\$ 356.34	\$ -	\$ -	\$ -	\$ 400.00	\$ 400.00	100%
Bank Fees - Road	\$ 984.71	\$ 1,060.16	\$ -	\$ 803.70	\$ 400.00	\$ 400.00	100%
Catering/Meals Exp	\$ 2,245.36	\$ 1,162.00	\$ 2,000.00	\$ 2,160.59	\$ 7,500.00	\$ 5,500.00	73%
Coffee/Drink Service	\$ 1,793.94	\$ 1,821.06	\$ 2,000.00	\$ 1,157.65	\$ 2,000.00	\$ -	0%
Municipal Code Codification	\$ 1,195.00	\$ 8,599.56	\$ 4,000.00	\$ 1,195.00	\$ 20,000.00	\$ 16,000.00	80% Includes recodification
Postage	\$ 1,269.81	\$ 1,886.10	\$ 1,600.00	\$ 1,175.18	\$ 1,600.00	\$ -	0%
Publications/Public Notices	\$ 2,305.71	\$ 1,353.11	\$ 2,500.00	\$ 1,099.82	\$ 2,500.00	\$ -	0%
Miscellaneous	\$ 16,843.62	\$ 14,202.99	\$ 15,000.00	\$ 24,270.81	\$ 20,000.00	\$ 5,000.00	25%
Fuel, Various	\$ 9,743.51	\$ 8,169.64	\$ 9,000.00	\$ 6,114.26	\$ 9,000.00	\$ -	0%
Vehicle Maintenance	\$ 1,113.61	\$ 535.70	\$ 1,500.00	\$ 322.93	\$ 1,000.00	\$ (500.00)	-50%
Audit	\$ 22,915.00	\$ 19,902.00	\$ 30,000.00	\$ 27,150.00	\$ 29,550.00	\$ (450.00)	-2%
St Charles County Historical Society Partnership					\$ 5,000.00	\$ 5,000.00	100%
Membership in Eastern MO Pavement Consortium	\$ 2,559.10	\$ 2,109.26	\$ 2,700.00	\$ 3,574.35	\$ 4,000.00	\$ 1,300.00	33%
County GIS Survey Intergovernmental Agreement	\$ 2,080.25	\$ 2,080.25	\$ 2,100.00	\$ 2,080.25	\$ 2,100.00	\$ -	0%
ESRI ArcGIS Creator - 2 licenses			\$ 1,500.00	\$ -	\$ -	\$ (1,500.00)	
Bryan 364 Junction LLC	\$ 119,057.00	\$ -	\$ -	\$ -	\$ -	\$ -	
Transportation Lobbyist					\$ 30,000.00	\$ 30,000.00	100%
Employee Appreciation					\$ 7,500.00	\$ 7,500.00	
CITY OPERATIONS EXPENSES TOTAL	\$ 358,582.21	\$ 247,151.88	\$ 252,525.00	\$ 169,649.49	\$ 337,675.00	\$ 85,150.00	25%

Funding Sources 2026	Amount
General Revenue Fund	\$ 337,675.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 337,675.00

IT SERVICES	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
IT Services							
Outside IT/Licensing	\$ 24,844.93	\$ 26,297.04	\$ 35,000.00	\$ 22,403.40	\$ 28,000.00	\$ (7,000.00)	-25%
Website/service fees	\$ 4,120.00	\$ 8,520.00	\$ 7,000.00	\$ -	\$ 10,200.00	\$ 3,200.00	31%
Computer Hardware/Software/Server	\$ 3,352.87	\$ 11,541.87	\$ 17,000.00	\$ 9,868.22	\$ 27,000.00	\$ 10,000.00	37%
Miscellaneous Computer Accessories					\$ 2,000.00	\$ 2,000.00	100%
Telephone & Internet	\$ 6,927.81	\$ 1,773.98	\$ 2,400.00	\$ 1,974.36	\$ 8,820.00	\$ 6,420.00	73%
Security & Alarm System	\$ 3,793.79	\$ 1,956.44	\$ -	\$ 699.30	\$ 800.00	\$ 800.00	100%
Copy Machines/service/ rental / cost of copies / supplies	\$ 3,794.82	\$ 3,673.27	\$ 5,000.00	\$ 5,648.93	\$ 6,000.00	\$ 1,000.00	17%
Cell Phones	\$ 2,162.58	\$ 2,348.47	\$ 2,600.00	\$ 2,875.06	\$ 5,100.00	\$ 2,500.00	49%
Software Subscription Services	\$ -	\$ -	\$ -	\$ 5,819.25	\$ 13,000.00	\$ 13,000.00	100%
LPR Software Subscription	\$ -	\$ -	\$ -	\$ 1,126.76	\$ 1,920.00	\$ 1,920.00	100%
Budget Software Annual Subscription	\$ -	\$ -	\$ -	\$ -	\$ 19,000.00	\$ 19,000.00	100%
Engineering(ARC GIS, CAD, Appia, GIS Hosting & Support)	\$ -	\$ -	\$ -	\$ -	\$ 13,850.00	\$ 13,850.00	100%
Elected Officials Technology	\$ -	\$ -	\$ -	\$ -	\$ 12,600.00	\$ 12,600.00	100%
IT SERVICES EXPENSES TOTAL	\$ 48,996.80	\$ 56,111.07	\$ 69,000.00	\$ 50,415.28	\$ 148,290.00	\$ 79,290.00	53%

Funding Sources 2026	Amount
General Revenue Fund	\$ 148,290.00
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 148,290.00

PERSONNEL EXPENSES	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %	
Personnel								
Payroll Taxes - Elected Officials					\$ 3,167.10	\$ 3,167.10	100.00%	
Payroll Taxes - General	\$ 49,607.27	\$ 42,669.92	\$ 46,079.78	\$ 30,965.39	\$ 61,084.26	\$ 15,004.47	24.56%	
Payroll Taxes - Park	\$ -	\$ 14,457.11	\$ 13,354.69	\$ 14,280.75	\$ 12,714.91	\$ (639.78)	-5.03%	
Payroll Taxes - Streets	\$ -	\$ 1,800.61	\$ 10,027.75	\$ 8,419.99	\$ 10,812.74	\$ 784.99	7.26%	
Payroll Taxes - Storm					\$ 2,476.76	\$ 2,476.76	100.00%	
Payroll Taxes - Facilities					\$ 1,166.32	\$ 1,166.32	100.00%	
Elected Officials Payroll					\$ 41,400.00	\$ 41,400.00	100.00%	
Payroll General	\$ 470,963.27	\$ 650,403.44	\$ 602,350.10	\$ 373,998.55	\$ 798,487.00	\$ 196,136.91	24.56%	
Payroll Park	\$ 160,969.86	\$ 189,591.61	\$ 174,571.07	\$ 186,866.64	\$ 166,208.00	\$ (8,363.07)	-5.03%	
Payroll Streets	\$ 49,831.44	\$ 24,109.85	\$ 131,081.67	\$ 110,061.49	\$ 141,343.00	\$ 10,261.34	7.26%	
Payroll Storm					\$ 32,376.00	\$ 32,376.00	100.00%	
Payroll Facilities					\$ 15,246.00	\$ 15,246.00	100.00%	
Seasonal Mowing Staff (1 PT @ 24 hrs/week)					\$ 6,912.00	\$ 6,912.00	100.00%	\$18/hr @ 24 hrs/week for 16 weeks
Summer Intern - Engineering					\$ 10,560.00	\$ 10,560.00	100.00%	\$22/ hr @ 40 hrs/week for 12 weeks
Intern - Social Media/Events					\$ 16,800.00	\$ 16,800.00	100.00%	\$20/hr 10 hrs/week for 36 weeks and 40 hrs/week for 12 weeks
Insurance (Health, dental, vision, life)	\$ 106,247.93	\$ 125,972.63	\$ 189,470.00	\$ 94,002.78	\$ 208,000.00	\$ 18,530.00	8.91%	
Insurance (Health, dental, vision, life) - Park	\$ 46,451.21	\$ 58,930.61	\$ 61,135.00	\$ 70,598.17	\$ 96,000.00	\$ 34,865.00	36.32%	
Insurance (Health, dental, vision, life) - PW	\$ 12,838.56	\$ 8,898.58	\$ 39,475.00	\$ 31,810.18	\$ 48,000.00	\$ 8,525.00	17.76%	
LAGERS	\$ 41,075.55	\$ 38,720.40	\$ 57,144.00	\$ 36,697.29	\$ 105,785.00	\$ 48,641.00	45.98%	
LAGERS - Park	\$ 11,762.52	\$ 16,688.03	\$ 17,708.00	\$ 16,971.28	\$ 25,815.92	\$ 8,107.92	31.41%	
LAGERS - PW	\$ 5,090.55	\$ 2,442.00	\$ 13,300.00	\$ 10,422.76	\$ 18,374.59	\$ 5,074.59	27.62%	
Payment to terminated CA			\$ 65,000.00	\$ 64,860.07	\$ -	\$ (65,000.00)		
EXPENSES TOTAL	\$ 954,838.16	\$ 1,174,684.79	\$ 1,420,697.05	\$ 1,049,955.34	\$ 1,822,729.60	\$ 402,032.55	22.06%	

Funding Sources 2026

	Amount	
General Revenue Fund	\$ 1,251,135.67	Payroll Actuals reflect deductible reimbursements which is budgeted in Insurance for 2025
Parks & Stormwater Fund	\$ 342,503.60	Payroll Actuals reflect a different allocation between funds for PW Staff
Special Revenue Fund	\$ 229,090.33	PW Staff: 65% Parks/25% Streets/10% Facilities Maintenance
Transportation Fund	\$ -	PW Supervisor: 15% Storm/40% Parks/40% Streets/5% Facilities
Capital Improvement Fund	\$ -	
Total	\$ 1,822,729.60	

LEGAL SERVICES		2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
	Legal Services	\$ 128,800.08	\$ 187,431.65	\$ 143,500.00	\$ 73,870.86	\$ 100,000.00	\$ (43,500.00)	-43.50%
LEGAL SERVICES EXPENSES TOTAL		\$ 128,800.08	\$ 187,431.65	\$ 143,500.00	\$ 73,870.86	\$ 100,000.00	\$ (43,500.00)	-43.50%

Funding Sources 2026

General Revenue Fund	\$ 100,000.00
Parks & Stormwater Fund	
Special Revenue Fund	
Transportation Fund	
Capital Improvement Fund	
Total	\$ 100,000.00

P&Z EXPENSES	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %
Planning & Zoning							
Rezoning Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Comprehensive Plan	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
PGAV and Other Studies	\$ 3,045.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ (10,000.00)	
Vision Committee Study	\$ 48,196.37	\$ 22,108.28				\$ -	
City Engineer- Plan Reviews					\$ 36,040.14	\$ 36,040.14	100.00%
Professional Planning Services	\$ -	\$ -	\$ -	\$ -	\$ 35,000.00	\$ 35,000.00	100.00%
Commissioner Pay for meeting attendance					\$ 6,000.00		
P & Z EXPENSES TOTAL	\$ 51,241.37	\$ 22,108.28	\$ 10,000.00	\$ -	\$ 77,040.14	\$ 67,040.14	87.02%

Funding Sources 2026	Amount
General Revenue Fund	\$ 77,040.14
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 77,040.14

ENGINEERING	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Engineering							
General Engineering	\$ 100,614.76	\$ 66,214.52	\$ 50,000.00	\$ 11,313.66	\$ 25,000.00	\$(25,000.00)	-100.00%
Misc. Engineering/Grant Applications	\$ 18,653.32	\$ 58,075.69	\$ 25,000.00	\$ 41,399.24	\$ 32,500.00	\$ 7,500.00	23.08% BaratHaven Blvd, Weldon Spring II, Bates & SRTS
Road Condition Evaluation Report	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$(15,000.00)	
Reimbursable Invoices	\$ 105,916.34	\$ -	\$ -	\$ -	\$ -	\$ -	
NPDES Phase II (Map Updates & IDDE Invest)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Third Party Plan Review Fees	\$ -	\$ -	\$ 25,000.00	\$ 8,955.17	\$ -	\$(25,000.00)	
Annual/Monthly Training/Conferences	\$ -	\$ -	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	100.00%
Membership Dues	\$ -	\$ -	\$ -	\$ -	\$ 505.00	\$ 505.00	100.00%
MS4 Permit Compliance – Consultant Services	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00	\$ 12,000.00	100.00%
Miscellaneous	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ 3,500.00	100.00%
ENGINEERING EXPENSES TOTAL	\$ 225,184.42	\$ 124,290.21	\$ 115,000.00	\$ 61,668.07	\$ 77,505.00	\$(37,495.00)	-48.38%

Funding Sources 2026	Amount
General Revenue Fund	\$ 33,005.00
Parks & Stormwater Fund	\$ 12,000.00
Special Revenue Fund	\$ 32,500.00
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 77,505.00

DEBT SERVICES	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Debt Service							
Dardenne Town Square TDD	\$ 455,355.36	\$ 439,260.11	\$ 415,000.00	\$ 374,610.18	\$ 440,000.00	25,000.00	5.68%
Certificates of Participation 2016 (Capital)	\$ 296,348.38	\$ 290,634.46	\$ 290,750.00	\$ 290,670.88	\$ 290,350.00	(400.00)	-0.14%
Certificates of Participation 2020 (Parks)	\$ 249,700.00	\$ 253,700.00	\$ 251,100.00	\$ 251,100.00	\$ 248,900.00	(2,200.00)	-0.88%
Certificates of Participation 2022 (Transp)	\$ 448,850.00	\$ 450,600.00	\$ 450,850.00	\$ 450,850.00	\$ 451,400.00	550.00	0.12%
DEBT SERVICE EXPENSES TOTAL	\$ 1,450,253.74	\$ 1,434,194.57	\$ 1,407,700.00	\$ 1,367,231.06	\$ 1,430,650.00	22,950.00	1.60%

Funding Sources 2026	Amount
General Revenue Fund	\$ 440,000.00
Parks & Stormwater Fund	\$ 248,900.00
Special Revenue Fund	\$ -
Transportation Fund	\$ 451,400.00
Capital Improvement Fund	\$ 290,350.00
Total	\$ 1,430,650.00

CAPITAL PROJECTS	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget		
1 Post Road Improvements Phase I	\$ -	\$ 38,668.74	\$ 374,442.00	\$ 94,283.73	275,246.00	Transportation	
2 Post Road Improvements Phase II	\$ -	\$ -	\$ 100,000.00		299,648.00	Transportation	
3 Stump Road Improvements (EWG/St. Charles County Funding)	\$ 149,449.98	\$ 1,588,154.80	\$ 894,524.00	\$ 767,574.37	-		
4 Town Square Overlay (EWG/St. Charles County Funding)	\$ 10,187.00	\$ 62,638.16	\$ 835,821.00	\$ 597,912.78	-		
5 Asphalt Mill & Overlay (Stoney Brook)					250,000.00	Transportation	
6 Hanley Road Improvements South Phase II	\$ -	\$ -	\$ 50,000.00		50,000.00	Special	
7 Safe Routes to School Improvements					50,171.50	Capital	
8 Bates Road Improvements Phase I					78,418.50	Special	
9 Weldon Spring Road Improvements Phase I					153,811.00	Special	
10 Henning Road Trail Replacement	\$ -	\$ -	\$ 81,503.00	\$ 48,124.45	98,379.00	Capital	
11 BOA Chamber Technology	\$ -	\$ -	\$ 18,000.00	\$ -	-		
12 City Hall Security Upgrades	\$ -	\$ -	\$ 30,000.00	\$ -	-		
13 New City Website	\$ -	\$ -	\$ 30,000.00	\$ 2,900.00	-		
14 New Permitting/Licensing/Concern Software	\$ -	\$ -	\$ 30,000.00	\$ -	38,000.00	General	
15 Grounds Maintenance Equipment	\$ 67,173.96	\$ -	\$ 25,000.00		-		
16 City Hall/City Park Electronic Sign	\$ -	\$ -	\$ 23,000.00		-		
17 Stormwater Master Plan	\$ -	\$ -	\$ 150,000.00		200,000.00	Parks & Stormwater/Capital	
18 Trail Maintenance/Replacements			\$ 28,000.00		10,000.00	Parks & Stormwater	
19 ADA Compliance (2021)	\$ -	\$ -	\$ 25,000.00		-		
20 ROW Maintenance Equipment	\$ -	\$ -	\$ 13,000.00	\$ 12,980.00	39,800.00	Capital	Zero Turn Mower, Bobcat tracks, snow pusher & brush hog
21 John Deere Gator					16,000.00	Parks & Stormwater	
22 Street Sign Replacements	\$ 13,340.06	\$ 21,630.50	\$ 15,000.00	\$ 1,188.04	-		
23 2021 M & H Contract - Ord #2123	\$ -	\$ 234,476.36	\$ -		-		
24 2021 M & H Contract - Ord #2122	\$ 1,456,697.58	\$ 2,704,703.75	\$ -		-		
25 Batting Cages	\$ 14,785.62	\$ -	\$ -		-		
26 Active Recreation Amenities	\$ -	\$ -	\$ -		-		
27 School Safety Improvements			\$ -	\$ 15,008.05	-		
28 Vehicle Replacement (Explorer)	\$ 50,601.54	\$ -	\$ -		-		
29 Weis Slab Replacement Inspections 2022	\$ 86,104.67	\$ 37,568.90	\$ -		-		
30 Phase 1: furniture replacement			\$ -	\$ 15,829.73	-		
31 Phase 2: furniture replacement			\$ -		18,000.00	General	3 Office Suites
32 Stoney Brook Culvert Replacement			\$ -	\$ 27,000.00	225,000.00	Parks & Stormwater	
33 City Hall Kiosk Computer					6,000.00	General	
34 Budgeting Software					10,000.00	General	
35 Barathaven Field (New Park) Phase 1 of 3					410,000.00	Parks & Stormwater	Design & H&H (no-rise), trail upgrade for vault access, and dog park fencing
36 Bluebird & BaratHaven Security Cameras					8,000.00	Parks & Stormwater	
37 City Hall HVAC Unit Replacement					165,000.00	Capital	
38 City Hall Roof Repairs					25,000.00	Capital	
39 City Hall Carpet Replacement					102,500.00	Capital	
40 City Hall Park Fountain Pump Replacements					17,300.00	Parks & Stormwater	
41 GIS System Buildout					30,000.00	General	
42 Public Works Vehicle					32,000.00	Special	
43 GNSS Survey Rover Kit					15,000.00	General	
44 Irrigation for Ballfields					67,500.00	Parks & Stormwater	
45 Awning Replacement					8,750.00	Parks & Stormwater	
46 Access control upgrades - Phase 1 (City Hall Building)					30,000.00	General	
47 Board Room Improvements - Phase 1					20,000.00	General	
48 File Management and Records Retention Solution - Phase I					40,000.00	General	
49 Local Active Directory to Cloud Migration - Phase I					20,000.00	General	
50 Network Switch and Firewall Replacement					30,000.00	General	
51 Security Camera Replacement					20,000.00	General	
52 Playground Resurfacing					160,000.00	Parks & Stormwater	
53 City Hall Playgorund Replacement Reserve					325,000.00	Parks & Stormwater	
54 Solar charging benches at City Hall Park					-	Grant Funded	Grant funded only
55 Permanent Pickleball Shade					-	Grant Funded	Grant funded only
56 License Plate Readers (2)- City Hall Security					13,000.00	General	
57 Park Trash Can Replacements					24,000.00	Parks & Stormwater	
58 Barat Haven Lake: Lake Aeration					10,500.00	Parks & Stormwater	50% Grant
59 Barathaven Lake: ADA Accessible Fishing Dock					18,500.00	Parks & Stormwater	50% Grant
60 Purchase of additional park land near Bluebird Park						Parks & Stormwater	
61 Outdoor PA System (Event & Emergencies)					7,500.00	Parks & Stormwater	
TOTAL CAPITAL PROJECTS	1,688,703.43	2,998,379.51	2,723,290.00	1,582,801.15	3,418,024.00		

Funding Sources 2026	Amount
General Revenue Fund	\$ 290,000.00
Parks & Stormwater Fund	\$ 1,408,050.00
Special Revenue Fund	\$ 314,229.50
Transportation Fund	\$ 824,894.00
Capital Improvement Fund	\$ 580,850.50
Total	\$ 3,418,024.00

STREET MAINTENANCE	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 Budget	Variance \$	Variance %
Street Maintenance & Repair Contract							
Snow Plowing - Outside Contractor Services	\$ -	\$ -	\$ 130,000.00	\$ -	\$ 200,000.00	\$ 70,000.00	35.00%
Scheduled Maintenance & Repair (County)	\$ 367,533.21	\$ 451,393.78	\$ 1,254,000.00	\$ 350,000.00	\$ -	\$ (1,254,000.00)	
General Maintenance (In-house)	\$ -	\$ 16,739.95	\$ 50,000.00	\$ 3,856.66	\$ 5,000.00	\$ (45,000.00)	-900.00%
General Maintenance (Contracted)	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	100.00%
Scheduled Maintenance: Crack sealing	\$ -	\$ -	\$ 200,000.00	\$ -	\$ 50,000.00	\$ (150,000.00)	-300.00%
Unscheduled Repair	\$ -	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	0.00%
Concrete Slab Replacement	\$ -	\$ 107,752.80	\$ -	\$ -	\$ 1,000,000.00	\$ 1,000,000.00	100.00%
Street Restriping	\$ -	\$ -	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	100.00%
Street Sign Replacements	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00	\$ 2,500.00	100.00%
ADA Compliance Improvements	\$ -	\$ -	\$ -	\$ -	\$ 10,000.00	\$ 10,000.00	100.00%
STREET EXPENSES TOTAL	\$ 367,533.21	\$ 575,886.53	\$ 1,654,000.00	\$ 353,856.66	\$ 1,387,500.00	\$ (266,500.00)	-19.21%

Our portion, contract with Weldon Spring & Cottleville

Funding Sources 2026	Amount
General Revenue Fund	\$ -
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ 1,387,500.00
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 1,387,500.00

POLICE SERVICES	2023 Actual	2024 Actual	2025 Budget	2025 YTD	2026 BUDGET	Variance \$	Variance %
Police Services							
St. Charles County Police Contract	\$ 390,203.62	\$ 348,829.72	\$ 696,659.44	\$ 516,229.34	\$ 692,368.85	(4,290.59)	-0.62%
School Resource Officer - 80/20%	\$ -	\$ -	\$ -	\$ -	\$ 21,564.00	21,564.00	100.00% 80/20% split with private schools
POLICE EXPENSES TOTAL	\$ 390,203.62	\$ 348,829.72	\$ 696,659.44	\$ 516,229.34	\$ 713,932.85	17,273.41	2.42%

Funding Sources 2026	Amount
General Revenue Fund	\$ 713,932.85
Parks & Stormwater Fund	\$ -
Special Revenue Fund	\$ -
Transportation Fund	\$ -
Capital Improvement Fund	\$ -
Total	\$ 713,932.85

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RBA FORM (OFFICE USE)

MEETING DATE: **November 19, 2025**

Regular () Work Session ()

ATTACHMENT: YES () NO ()

Contract () Ordinance () Other ()

Request for Board Action

By: Alderman

Ward 1

• **Description:**

Reconsideration of Bill #25-42 – for the Transportation Block Grant (STBG) Program Agreement with MoDOT for Bates Road, Phase 1 project.

This is an emergency reconsideration due to substantial financial loss to the City.

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

• **Summary/Explanation:**

Bill #25-42 failed at the November 5, 2025, meeting with a 3 aye and 3 nay vote and the Mayor abstained. This is a request for the reconsideration of Bill #25-42 as an emergency reconsideration due to the substantial financial loss to the City.

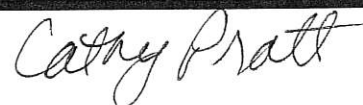
• **Budget Impact:** (revenue generated, estimated cost, CIP item, etc.)

Federal funding loss of \$836,466 and St. Charles County Road Board funding loss of \$359,680.40.

RBA requested by: Aldermen Nay, Aldermen Gittemeier and Mayor Widaman

Date: Tuesday, November 18, 2025

 Jaura Gittemeier

 Cathy Pratt

BILL NO. 25-42

ORDINANCE NO. _____

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

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

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

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

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

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

SECTION 1. That the form, terms, and provisions of the Agreement by and between the Missouri Highways and Transportation Commission and the City of Dardenne Prairie, Missouri, attached hereto, marked as **Exhibit A**, and incorporated by reference herein, be and they hereby are approved and the City Administrator is hereby authorized, empowered and directed to further negotiate, execute, acknowledge, deliver and administer on behalf of the City such Agreement in substantially the form attached hereto. The City Clerk is hereby authorized and directed to attest to the Agreement and other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of the Agreement and this Ordinance.

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

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

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

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

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

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

As Presiding Officer and as Mayor

Attest:

City Clerk

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Passed and approved this _____ day of _____, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

Exhibit A

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

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

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

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

WITNESSETH:

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

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5407(622) involves:

Resurfacing, add bike lanes, and sidewalk upgrades.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5407(622) by the Commission is within the city limits of Dardenne Prairie, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

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

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

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

(9) INSURANCE:

(A) The City is required or will require any contractor procured by the City to work under this Agreement:

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

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities (\$600,000 per claimant and \$4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to section 537.610 RSMo.

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

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

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

The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$836,466. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

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

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

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

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

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

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

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

(23) AUDIT REQUIREMENTS: If the City expends one million dollars (\$1,000,000) or more in a year in federal financial assistance it is required to have an

independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than one million dollars (\$1,000,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

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

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

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

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

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

(A) To the City:
2032 Hanley Road
Dardenne Prairie, MO 63368

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

or to such other place as the parties may designate in accordance with this Agreement.

To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

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

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

(B) Administrative Rules: The City shall comply with the administrative rules of the USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

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

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose

such contract sanctions as it or the USDOT may determine to be appropriate, including but not limited to:

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF DARDENNE PRAIRIE

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____

Title _____

Ordinance No: _____

Exhibit A - Location of Project

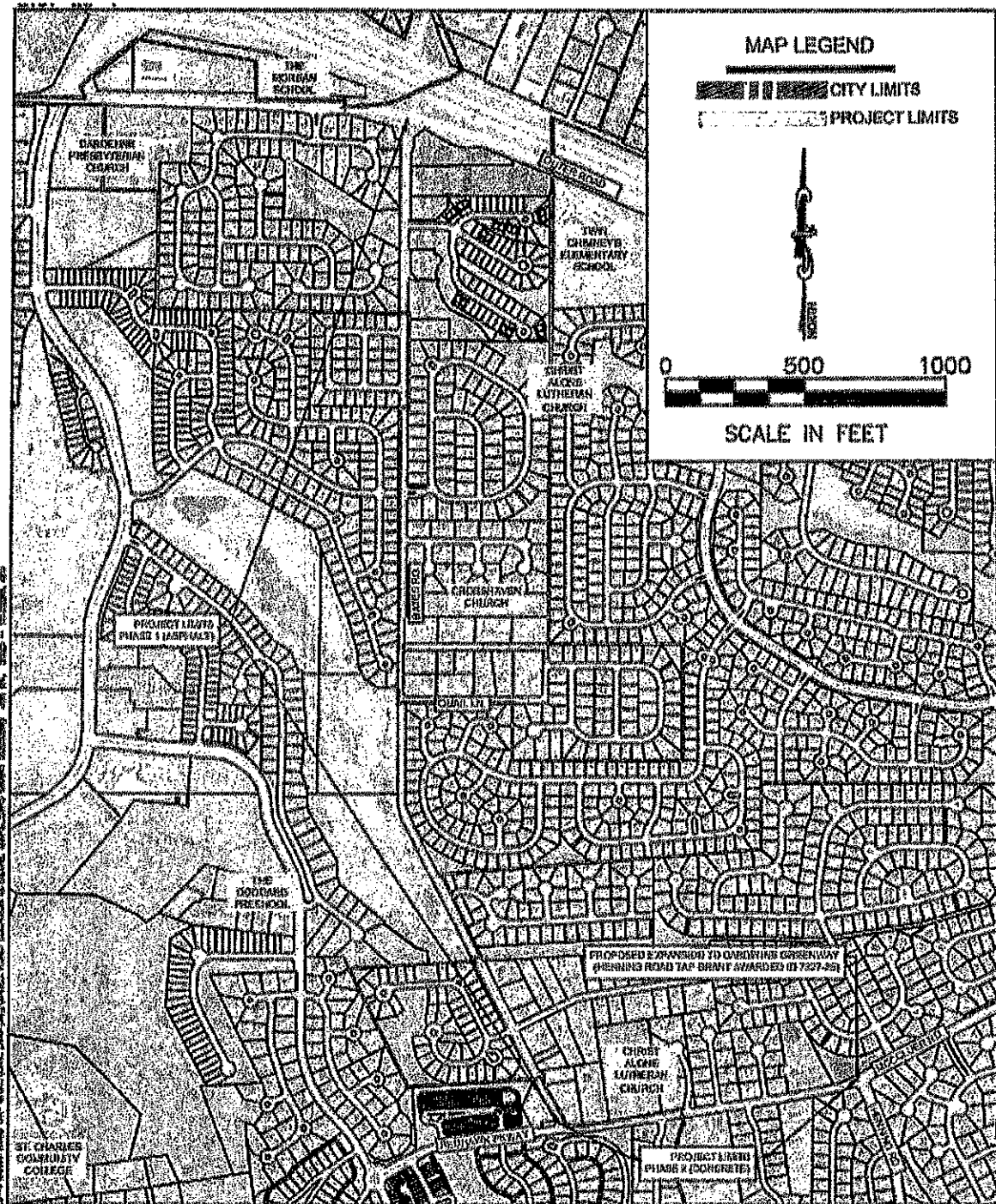


Exhibit B – Project Schedule

Project Description: STBG-5407(622) Bates Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: Many stages will occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	01/2026	03/2026	3
Engineering services contract submitted and approved*	03/2026	06/2026	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) ¹			
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.

**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 15th day of October, 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 63369
Phone 636.581.1718
Fax 636.626.0877

CONDITIONAL USE PERMIT APPLICATION
CITY OF DARDENNE PRAIRIE, MISSOURI
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 Benterlands"

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): _____

FILED
REC-25-543
AUG 26 2025
BY: 920 CD

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 (tsireiler@dardennepairie.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 (tsireiler@dardennepairie.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



Date



Owner's Signature



Date

NOTE: By affixing signatures to this application form, the Applicant and Owner hereby verify that: they have reviewed the applicable 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: OTB 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.

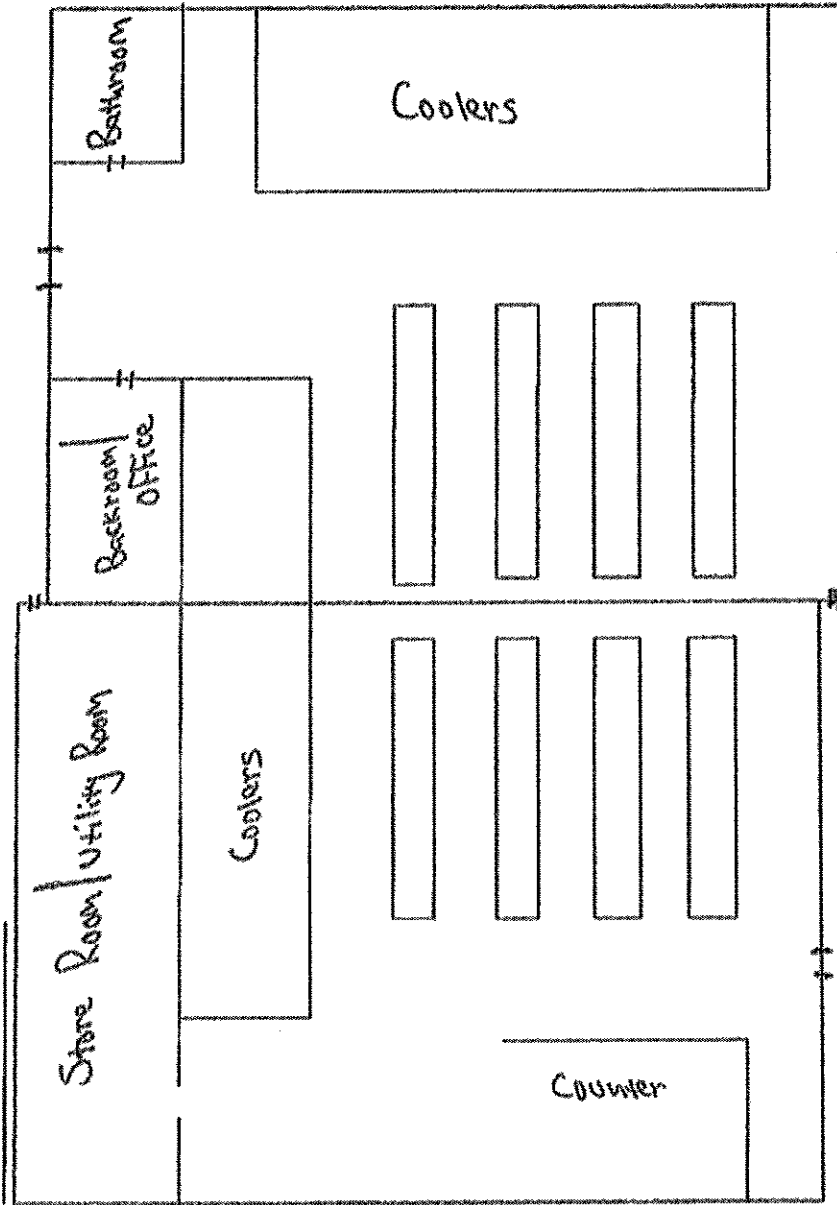
Sincerely,



Petitioner

cc: Todd M. Streller, AICP, LEED, AP Planning & Development Manager (636) 561-1718
Kimberlie Clark, Dardenne Prairie City Clerk (636) 561-1718

Proposed Packaged Liquor Store
On The Rocks Liquor

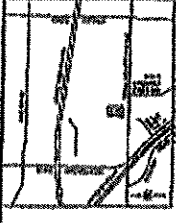


Main Entrance (Unit 101)

Unit 102

7827 Town Square Ave
Dardenne Prairie, MO 63368

AN ALTAIANS' LAND TITLE SURVEY OF
LOT 8 OF "DARDENNE TOWN SQUARE", PB. 42 PG. 305
 PART OF LOTS 3 & 4 OF THE DIVISION OF THE BATES LANDS
 WITHIN FRAC. SEC. 2, TOWNSHIP 46 NORTH, RANGE 2 EAST
 ST CHARLES COUNTY, MISSOURI



TITLE DESCRIPTION:

THE PART OF LOT 8 OF THE DIVISION OF THE BATES LANDS...

COMMENTS/NOTES:

1. THIS SURVEY IS A RECONSTRUCTION OF THE ORIGINAL SURVEY...
 2. THE BOUNDARIES SHOWN ON THIS SURVEY ARE BASED ON THE ORIGINAL SURVEY...
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY...
 4. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY ENCROACHMENTS...
 5. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL CONVEYANCES...
 6. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL EASEMENTS...
 7. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL RIGHTS OF WAY...
 8. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL INTERESTS...
 9. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL CLAIMS...
 10. THE SURVEYOR HAS FOUND NO EVIDENCE OF ANY UNLAWFUL DEFENSES...

SURVEYOR'S CERTIFICATE:

I, the undersigned, being a duly qualified and licensed surveyor in the State of Missouri, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner thereof, and that the same is a true and correct copy of the original survey as shown to me by the owner thereof.

WILLIAM J. SMITH, Surveyor

MISSOURI PROFESSIONAL SURVEYOR

NO. 123456789

EXPIRES 12/31/2025

ST. CHARLES COUNTY, MISSOURI

11/15/2024

11/15/2024

11/15/2024

11/15/2024

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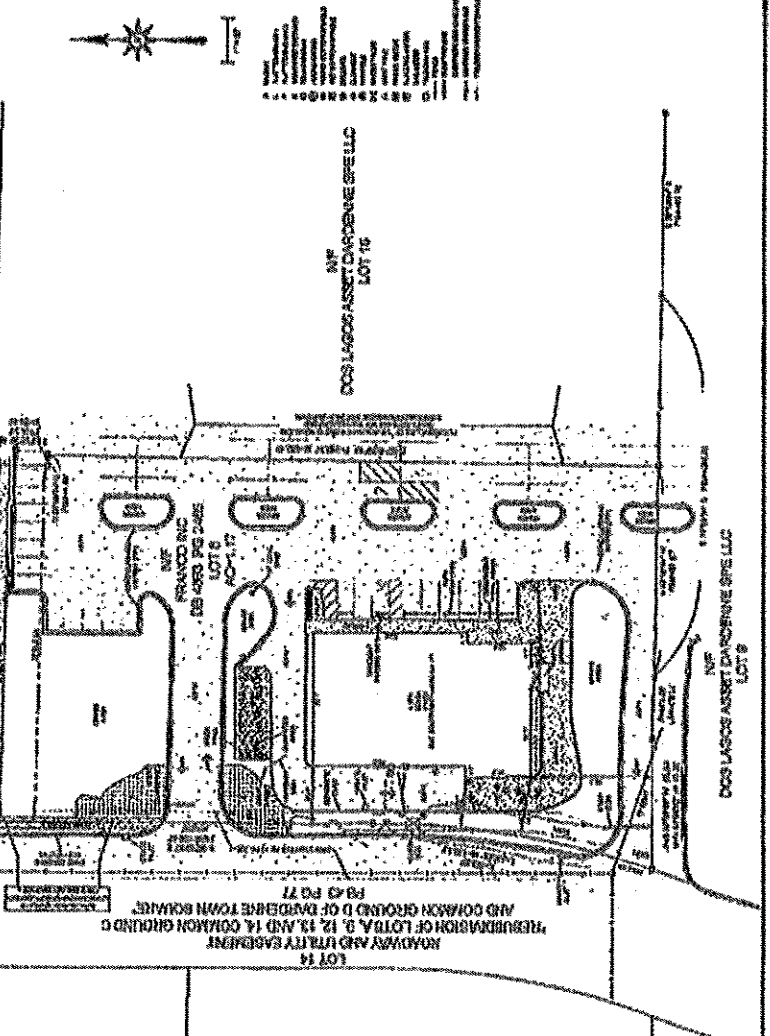
11/15/2024

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REBUNDATION OF LOTS 9, 12, 13, AND 14, COMMON GROUND
 AND COMMON GROUND OF DARDENNE TOWN SQUARE
 PB 43 PG 77

ROADWAY AND UTILITY EASEMENT

LOT 14

LOT 15

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

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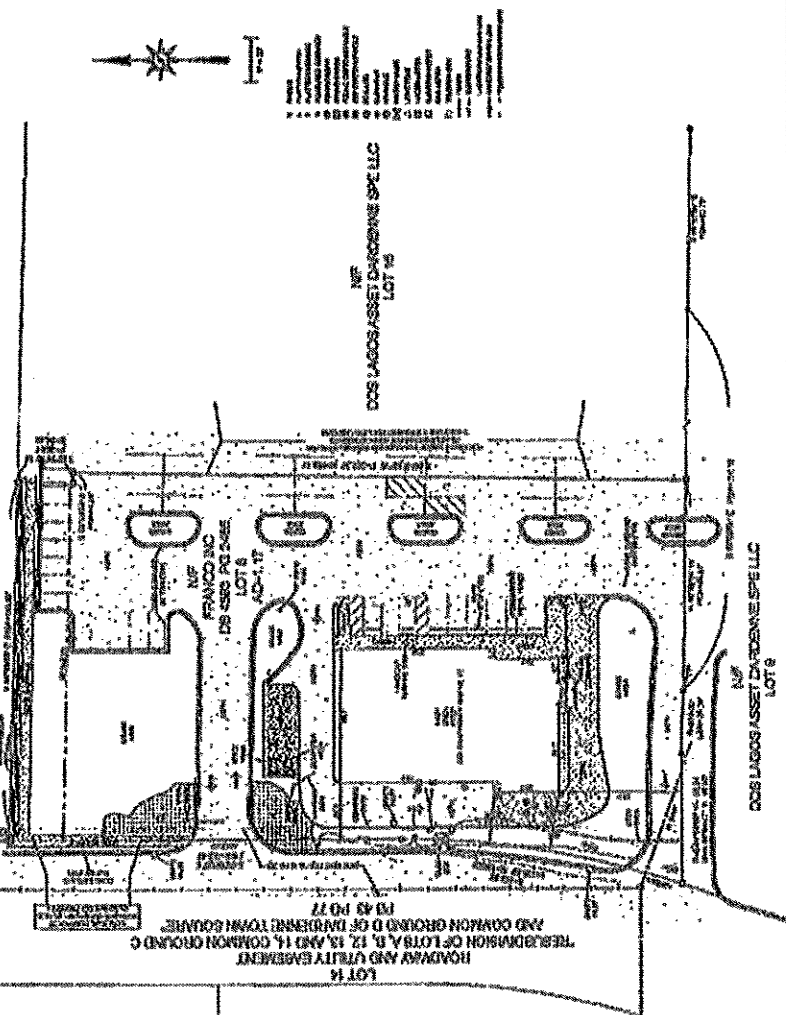
LOT 241

LOT 242

LOT 24

AN ALTAMPS LAND TITLE SURVEY OF
LOTS 8 OF "DARDENNE TOWN SQUARE", PB. 42 PG. 305
 PART OF LOTS 8 & 4 OF THE DIVISION OF THE BATES LANDS
 WITHIN FRAC. SEC. 2, TOWNSHIP 46 NORTH, RANGE 2 EAST
 ST CHARLES COUNTY, MISSOURI

NF
 ST CHARLES COUNTY
 DS 2022 PG 86
 PARCEL ID: 4-0005-0000-0001-1500000
 (SEE SURVEY MAP FOR LOCATION)



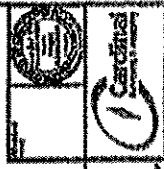
TITLE DESCRIPTION

SURVEYOR'S NOTES
 1. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE MISSOURI SURVEYING ACT, CHAPTER 193, R.S.M.
 2. THE BOUNDARIES SHOWN ON THIS SURVEY MAP ARE BASED ON THE ORIGINAL SURVEY RECORDS AND FIELD MEASUREMENTS.
 3. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO OBVIOUS ENCUMBRANCES OR DISCREPANCIES.
 4. THE SURVEYOR HAS FOUND NO RECORDS OF PREVIOUS SURVEYS OR RECORDS OF INTEREST IN THE PROPERTY.
 5. THE SURVEYOR HAS FOUND NO RECORDS OF PREVIOUS SURVEYS OR RECORDS OF INTEREST IN THE PROPERTY.
 6. THE SURVEYOR HAS FOUND NO RECORDS OF PREVIOUS SURVEYS OR RECORDS OF INTEREST IN THE PROPERTY.
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 9. THE SURVEYOR HAS FOUND NO RECORDS OF PREVIOUS SURVEYS OR RECORDS OF INTEREST IN THE PROPERTY.
 10. THE SURVEYOR HAS FOUND NO RECORDS OF PREVIOUS SURVEYS OR RECORDS OF INTEREST IN THE PROPERTY.

SURVEYOR'S CERTIFICATE

I, *William Paul Daulton*, am a duly licensed Professional Surveyor in the State of Missouri, and I hereby certify that the foregoing is a true and correct copy of the original survey records and field measurements as shown on the original survey map and as the same appear on the original survey records and field measurements.

WILLIAM PAUL DAULTON
 MISSOURI SURVEYOR NO. 12345
 12345 MAIN STREET
 ST. CHARLES, MISSOURI 63301



BILL NO. 25-53

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF DARDENNE PRAIRIE, MISSOURI,
AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A
PURCHASE ORDER WITH STEWART SIGNS FOR AN OUTDOOR
6MM FULL COLOR DIGITAL SIGN**

WHEREAS, the Board of Aldermen of the City of Dardenne Prairie, Missouri, recognizes the need for a full color outdoor digital display to enhance public communication and visibility of City information; and

WHEREAS, the City of Dardenne Prairie, in accordance with its purchasing policies and procedures, solicited bids for the purchase and installation of an outdoor full color digital sign, seeking proposals that met or exceeded the minimum specifications established by the City; and

WHEREAS, multiple bids were received and evaluated based on responsiveness to the City's specifications, vendor qualifications, and overall value; and

WHEREAS Stewart Signs submitted the lowest responsive and responsible bid for a 6 mm sign meeting all required specifications, with a total proposed cost of Twenty-Five Thousand Eight Hundred Forty-Four Dollars and One Cent (\$25,844.01); and

WHEREAS, the City recognizes that this expenditure exceeds the current budgeted amount, and the City intends to amend the Fiscal Year 2025 Budget to include the full funding for this expenditure;

WHEREAS the Board of Aldermen finds it to be in the best interest of the City and its residents to authorize the City Administrator to proceed with this purchase to support ongoing public communication efforts.

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 Digital Sign Quote by and between the City of Dardenne Prairie, Missouri, and Stewart Signs, attached hereto marked as **Exhibit A**, and incorporated by reference herein (the "Order"), 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 Order in substantially the form attached hereto.

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 the first (1st) time this 5th day of November, 2025.

As Presiding Officer and as Mayor

Attest:

City Clerk

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

As Presiding Officer and as Mayor

Attest:

City Clerk

Prepared for

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

Prepared by

Alex Dix
adix@stewartsigns.com
1.888.237.3928 x2090

DESCRIPTION

PRICE

Double Sided Full Color Atlas Outdoor LED Sign

Borderless and front-serviceable modular LED display.

\$25,844.01

LED display

- 6.67mm full color at 144 pixels high by 288 pixels wide (41,472 total pixels per side)
- Active display area 3'2" x 6'4" (19.9 square feet per side)
- Double sided LED cabinet, size 3'2" x 6'4"
- 1 to 18 rows of text and use your own images and video clips
- 10-year parts availability guarantee (see warranty for info)
- ETL Listed and FCC Part 15 compliant

[See full display capabilities](#)



Communication method

Communication provided by cellular modem and LIFETIME Cell Connect data plan.

[See full specifications](#)

Sign structure

- Paint color: Black
- External vertical angles mount
- Minimum wind load rating: 120mph, exposure B
- Lifetime warranty on structure, including vandalism (see warranty for info)

Electrical specifications

- Total number of required 20 amp 240v circuits will be provided on engineer drawing. Max draw for whole sign: 12.2 amps.

Custom options

- Installation and permits Included

Software

SignCommand.com Cloud-based LED Sign Software FREE for the lifetime of the product. Control your sign from anywhere using any device. No monthly fees. [Learn more.](#)

Included

Freight

- Shipping of sign from factory to location

Included

Special instructions

Installation and permits included

Total: \$25,844.01
+ any applicable sales tax
Payment terms: Net 30 Days

INITIALS 

Quote #1067683-3
Customer #3139052
Quoted 10/27/2025
Valid until 11/11/2025*

Prepared for: City of Dardenne Prairie • Dardenne Prairie, MO
Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

SHIPPING INFORMATION

All items not specified here will be shipped to:
City of Dardenne Prairie
2032 Hanley Road
Dardenne Prairie, MO 63368

Shipping terms: FOB Origin. Storage and other freight services may be added to your invoice should they be required. Unless managed installation services are included, customer is responsible for unloading of sign upon delivery. Signs greater than 6 feet wide are not eligible for lift gate services.

TERMS & CONDITIONS (*unless noted elsewhere in this quote)

TAX: Any applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exemption certificate with order.

PERMITS: Permits and zoning are the responsibilities of the buyer. Check with your city or county zoning office for proper permitting procedures in your area. Sealed engineer drawings available at additional cost.

INSTALLATION: Installation of footers, erection, electrical service to sign site, electrical hook-up, removal and/or disposal of any existing signage, and any decorative masonry are the responsibilities of the buyer. Managed installation services are available at additional cost.

CANCELLATION: Any cancellation may be subject to cancellation, return, and/or restocking fees. A late fee of 1.5% per month will be charged on any overdue balances. In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.

SUPPORT: US-based phone and internet support are provided FREE for the lifetime of the product. A premier service warranty is available at additional cost.

SOFTWARE: By purchasing the SignCommand.com software product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).

COMMUNICATION: Connectivity requires cell service at sign site. Must be within the United States (including Puerto Rico) with 4G LTE coverage shown on the Verizon Coverage Map (<https://www.stewartsigns.com/verizon-map>).

DATA PLAN: By purchasing the Cell Connect Data Plan, you are agreeing with the Data Plan Terms and Conditions (<https://www.signcommand.com/data-plan>).

I have read and understand the Terms & Conditions above.

INITIALS 

ORDERING INSTRUCTIONS

1. Review this quote for accuracy. Initial each page of the quote. Sign and date the quote here.
2. Review any corresponding artwork provided with this quote. Check all spelling and colors. Sign and date the artwork.
3. Submit both documents along with your deposit payment to your sign consultant. Speak with your consultant about payment method options.
4. If your organization is sales tax exempt, provide your sales tax exemption certificate with order.

Customer's authorized signature for quote #1067683-3

SIGNATURE 

PRINT NAME

DATE

Alex Dix
Alex Dix, Sign Consultant

10/27/2025

Prepared for: City of Dardenne Prairie • Dardenne Prairie, MO
Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

Limited Product Warranty ("Limited Warranty")

Definition of Warranty Coverage:

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed. LED panels are also covered from vandalism for the duration of the electronics portion of the Limited Warranty (5 years). Excludes Cornerstone monument signs and other Cornerstone components.
- 6) Failed electronic parts or assemblies will be repaired or replaced, at the sole discretion of the Company. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one quarter of one percent (0.25%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LEDs in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) Customer Obligations:
Failure by the Customer to properly maintain the Product will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) Exclusions and Restrictions:
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
 - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty. This includes the Ubiquiti wireless radios provided by Stewart Signs, which carry a one (1) year warranty from ship date when purchased with a new sign.
 - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
 - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
 - d) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.

INITIALS 

Prepared for: City of Dardenne Prairie • Dardenne Prairie, MO

Prepared by: Alex Dix • adix@stewartsigns.com • 1.888.237.3928 x2090

- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
- a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
 - b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
 - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring salt air/fog, electrochemical oxidation or corrosion and/or metallic pollutants. Also not covered is normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
 - d) Unauthorized modification, including installation of third-party software on the Product.
 - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
 - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
 - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense.
- 13) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 14) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 15) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

10-Year Parts Guarantee - Stewart Signs provides a 10-year parts guarantee for our LED signage. While hardware can change year over year, we will have available suitable hardware to allow the continued use of your signage for 10-years from the ship date of the sign. Changes in hardware include but are not limited to: visual hardware changes, software changes, or control system upgrades.

Contact Information:

Stewart Signs Customer Satisfaction
2201 Cantu Court, Suite 215
Sarasota, FL 34232
Phone: 855-841-4624
Web: www.stewartsigns.com/support/

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