



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 06, 2023
6:00 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

- 1. Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4) – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. (First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

- 2. Next Meeting – Thursday, March 09, 2023 (5:30pm)**

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

- 1. Next Meeting – Monday, March 13, 2023 (4:00pm)**

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

- 1. Next Meeting – Not yet scheduled**

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

- 1. Next Meeting – Not yet scheduled**

III. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

- A. Liquor License Request – Billy G's Finer Diner – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales.**

- B. Bid Recommendation – 2023 Sidewalk Replacement Project B – Recommendation to accept the low bid submitted by Amcon**

Municipal Concrete, and to authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$200,000. Sidewalk Project B is specifically funded at \$200,000 within Account 120-079-5497. **(Roll Call Vote)**
Department of Public Works recommends approval.

IV. Other Legislation

- A. Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program Agreement** – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(Second Reading) Department of Public Works recommends approval.**
- B. Proposed Bill No. 3433 - Vacation of Easement - Spirit Valley Business Park** – An ordinance vacating an easement on part of Lot 3 of Spirit Valley Business Park “as described passage way for wagons in Deed Book 273, Page 111” the east line of a tract of land as recorded in Deed Book 273, Page 111 of the St. Louis County Records, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Public Works recommends approval.**
- C. Funding – Information and education, Proposition U -**
Consideration of funding request to provide informational and educational materials for Proposition U.

V. Unfinished Business

VI. New Business

VII. Adjournment

***NOTE:** City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

***Notice** is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a*

public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



**AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 06, 2023
7:00 PM**

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** –City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 21, 2023
 - B. Executive Session Minutes** – February 21, 2023
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, March 09, 2023 – Planning & Public Works (5:30pm)**
 - B. Monday, March 13, 2023 – Finance and Administration (4:00pm)**
 - C. Monday, March 20, 2023 – City Council Meeting (7:00pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
- VIII. APPOINTMENTS** – Mayor Bob Nation
- IX. COUNCIL COMMITTEE REPORTS**
 - A. Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III

1. Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4) – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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1. Next Meeting – Monday, March 13, 2023 (4:00pm)

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

1. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

1. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Liquor License Request – Billy G’s Finer Diner – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales.

B. Bid Recommendation – 2023 Sidewalk Replacement Project B – Recommendation to accept the low bid submitted by Amcon Municipal Concrete, and to authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$200,000. Sidewalk Project B is specifically funded at \$200,000 within Account 120-079-5497. **(Roll Call Vote) Department of Public Works recommends approval.**

XI. OTHER LEGISLATION

A. Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program Agreement – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri

Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(Second Reading) Department of Public Works recommends approval.**

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C. Funding – Information and education, Proposition U - Consideration of funding request to provide informational and educational materials for Proposition U.

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

XIV. ADJOURNMENT

***NOTE:** City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

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PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636)537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.

AGENDA REVIEW – MONDAY, MARCH 06, 2023 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Monday, March 06, 2023.**

Please let me know, ASAP, if you will be unable to attend these meetings.

City of Chesterfield
Excess Checks (=> \$5,000)
February 2023

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
2/9/2023	1241	GAMMA TREE EXPERTS	2022 CONTRACTED STUMP REMOVAL	\$ 14,817.80	137
2/16/2023	1242	KOZENY-WAGNER, INC.	CONSTRUCTION FOR EBERWEIN PARK PROJECT	49,147.60	137
2/2/2023	49938	BOMBSHELL CONSTRUCTION SERVICES	LOGAN PARK	110,200.00	119
2/9/2023	49956	GR ROBINSON SEED & SERVICE CO	MYCORRHIZA, OXIDIAZON	5,080.00	119
2/23/2023	50013	ED KEEVEN SOD CO. INC.	(2) SOD, (3) REFUND FOR PALLET DEPOSIT	5,641.02	119
2/23/2023	50016	JEFF ELLIS AND ASSOCIATES, INC.	SERVICE FEES	6,500.00	119
2/2/2023	68650	BENTON HOMEBUILDERS, INC.	SUBDIVISION CONSTR DEPOSIT PARTIAL RELEASE- SCHOETTLER GROVE	73,945.00	808
2/2/2023	68654	CHESTERFIELD MGMT CO INC	GRADING SURETY & INSPECTION FEES REFUND, RES AT HOG HOLLOW	17,002.00	001/808
2/2/2023	68659	DELTA DENTAL OF MISSOURI	FEB 2023 DELTA DENTAL INSURANCE PREMIUMS HIGH & LOW OPTIONS	12,869.62	001
2/2/2023	68667	FISCHER & FRICHEL	LCE RELEASE - FIENUP FARMS, LOTS	19,500.00	808
2/2/2023	68686	SHI INTERNATIONAL CORP	108,113,116,121,124,125,134, 135, 137, 143, 146, 147, 158. SOFTWARE LICENSING & SUPPORT - VMWARE, Annual Software/Support License	13,979.84	001
2/2/2023	68688	STL SEALING AND STRIPING LLC	2022 CRACK SEALING PROJECT	23,302.43	120
2/2/2023	68692	THE GRAVILLE LAW FIRM, LLC	DECEMBER 2022 PROFESSIONAL SERVICES	20,618.75	001
2/2/2023	68699	WILDHORSE VILLAGE LP	WILDHORSE VILLAGE, LOT 1 SUB MAINTENANCE DEPOSIT RELEASE	14,510.34	808
2/2/2023	68700	WILDHORSE VILLAGE LP	WILDHORSE VILLAGE, LOT 1 CON MAINTENANCE DEPOSIT RELEASE	147,159.96	808
2/8/2023	68702	EAST-WEST GATEWAY	HIGHCROFT DR/OLD BAXTER RD IMPROVEMENTS STP GRANT FUND	10,300.00	120
2/9/2023	68710	ARMSTRONG TEASDALE LLP	PROFESSIONAL SERVICES-WILDHORSE VILLAGE LP, PROFESSIONAL SERVICES CHESTERFIELD MALL REDEVELOPMENT PROJECT	13,807.30	001
2/9/2023	68717	CAPLACO MANAGEMENT COMPANY	LANDSCAPE AND TREE PRESERVATION SURETIES RELEASED, TESLA	21,427.51	808
2/9/2023	68724	ENERGY PETROLEUM CO.	7,504 GALLONS OF MID RFG GASOLINE 89 OCT	22,223.45	001
2/9/2023	68751	ROTOLITE OF ST. LOUIS	COMPUTER/PRINTING HARDWARE	20,950.00	001
2/9/2023	68757	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	13,203.71	001
2/9/2023	68763	TECH ELECTRONICS, INC	ANNUAL MAINTENANCE CONTRACT	8,196.00	001
2/9/2023	68764	THE HARTFORD-PRIORITY ACCOUNTS	FEB 2023 LIFE/SUPP, LONG & SHORT TERM DIS, ACC & CRITICAL ILL INSURANCE	14,012.62	001
2/9/2023	68767	TIMBERLINE PROFESSIONAL TREE CARE LLC	2023 STREET TREE AND STUMP REMOVAL	8,860.00	001
2/16/2023	68775	A GRAPHIC RESOURCE, INC	2023 CITIZEN NEWSLETTER POSTAGE	5,733.34	001
2/16/2023	68781	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	9,670.63	001
2/16/2023	68790	ENVIROMENTAL SYSTEMS RESEARCH INSTITUTE INC	ANNUAL SOFTWARE SUPPORT AND LICENSING	38,500.00	001
2/16/2023	68805	KOZENY-WAGNER, INC.	EBERWEIN PARK DAM RECONSTRUCTION	46,422.40	120
2/16/2023	68815	OATES ASSOCIATES	WILSON AVENUE-DESIGN SERVICES	8,238.67	120
2/16/2023	68822	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	POLICE COMMUNICATIONS	18,047.50	121
2/23/2023	68835	CARASOFT TECHNOLOGY CORPORATION	POLICE TRAINING, LICENSE RENEWAL	5,169.00	121
2/23/2023	68839	COSTAR REALTY INFORMATION, INC	COSTAR SUITE 2/1/2023 TO 1/31/2024	5,340.00	001
2/23/2023	68841	DELTA DENTAL OF MISSOURI	MAR 2023 DENTAL INSURANCE PREMIUMS HIGH & LOW OPTIONS	12,955.82	001
2/23/2023	68847	GRAF & SONS INC.	AMMUNITION	5,677.67	121
2/23/2023	68850	HANSEN'S TREE SERVICE AND ENVIRONMENTAL	2023 STREET TREE AND STUMP REMOVAL	6,823.00	001
2/23/2023	68853	HORNER & SHIFRIN INC.	CONSTRUCTION ENGINEERING FOR EBERWEIN PARK, EBERWEIN PARK ENGINEERING SERVICE ASSOCIATED W/EBERWEIN PARK DAM	7,140.10	120
2/23/2023	68867	PNC BANK	JAN-FEB 2023 PNC MONTHLY STATEMENT	9,730.25	001
2/23/2023	68873	SHI INTERNATIONAL CORP	SOFTWARE SUBSCRIPTION	10,239.60	001
2/23/2023	68876	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	5,224.82	001
2/23/2023	68881	STL SEALING AND STRIPING LLC	2022 CRACK SEALING PROJECT	71,615.56	120
2/23/2023	68882	SUN BADGE CO	(104) POLICE BADGES	12,971.80	114/121
				\$ 946,755.11	

Respectfully submitted by,
John Hughes, Assistant Finance Director

<u>Fund Legend</u>	
General Fund	001
Sewer lateral fund	110
Police forfeiture fund	114
Parks	119
Capital Improvements	120
Public Safety	121
Am Rescue Plan Act	137
Trust & Agency	808
TGA Trust Fund	810





RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

FEBRUARY 21, 2023

The meeting was called to order at 7 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Merrell Hansen
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the February 06, 2023 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the February 06, 2023 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 06, 2023 Executive Session were submitted for approval. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve the February 06, 2023 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that the next meeting of City Council is scheduled for Monday, March 06, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Jim Bowlin, 2165 Timberline Valley Drive, introduced himself as a candidate for the Missouri Senate District 15.

Ms. Patricia Tocco, 14720 Whitebrook Drive, stated she had several concerns and questions regarding the TIF and Bill No. 3426 – Bill No. 3430 Mayor Nation suggested Ms. Tocco read the TIF plan on the City’s website as it provides answers to all of her questions

APPOINTMENTS

There were no appointments scheduled for this evening.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3418 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098) (**Second Reading**)

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion to postpone action on Bill No. 3418 until the parties come to a resolution, as requested by the petitioner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3425 Amends Article 4 of the Unified Development Code to include regulations pertaining to comprehensive marijuana facilities (**Second Reading**)

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the second reading of Bill No. 3425. A roll call vote was taken with the following results:

Ayes – McGuinness, Mastorakos, Budoor, Moore, Hansen, Hurt, Wahl and Monachella.
Nays – None. Whereupon Mayor Nation declared the motion passed. Bill No. 3425 was read for the second time.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, February 23, at 5:30 p.m.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, announced that the meeting scheduled for Monday, March 13, has been canceled.

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Councilmember Budoor announced that the next meeting of this Committee is not yet scheduled at this time.

Public Health & Safety Committee

Proposed Resolution No. 483

City Council adopted Ordinance #2064 in February of 2004, which provided for housing of Chesterfield's municipal prisoners, and specified a \$35/day fee. The County Council has passed an order to increase this fee to \$50/day. This is the first increase in inmate housing in more than 33 years. Ordinance #2064 allows the City Administrator to execute extensions and modifications to this contract by resolution.

Councilmember Wahl made a motion, seconded by Councilmember Mastorakos, to adopt resolution No. 483. A roll call vote was taken with the following results: Ayes – Hansen, Mastorakos, Moore, Wahl, Hurt, Budoor, McGuinness and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Wahl announced that the next meeting of this Committee is not scheduled at this time.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Sauce on The Side at 1637 Clarkson Road, has requested a new liquor license, for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales. Mr. Geisel reported that, per City

policy, this application has been reviewed and is now recommend for approval by both the Police Department and Planning & Development Services. Councilmember Budoor made a motion, seconded by Councilmember Wahl, to approve issuance of a new liquor license to Sauce on The Side. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

City Administrator Mike Geisel reported that Staff is recommending award of a contract for the Accessible Ramp Improvement Project. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Spencer Contracting, and to authorize the City Administrator to execute a contract in the amount of \$55,534. Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Moore, Mastorakos, Budoor, Hansen, Wahl, McGuinness, Monachella and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for the purchase of two overhead doors at the Public Works Facility. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Zumwalt Corporation and authorization for the City Administrator to execute a contract in an amount not to exceed \$28,680, as recommended by the Department of Public Works. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Monachella, Hurt, Mastorakos, Budoor, Wahl, Moore, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for the 2023 Sidewalk Leveling Project. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the bid as submitted by Lift Rite Incorporated and authorization for the City Administrator to execute a contract in an amount not to exceed of \$100,000. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Moore, Hansen, Monachella, Budoor, McGuinness, Mastorakos, Wahl and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending addressing deficient sidewalk slabs via a saw-cutting method. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending this method and authorization of the City Administrator to execute a contract with Precision Concrete Incorporated in an amount not to exceed \$30,000. Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Monachella, Hansen, Moore, Budoor, McGuinness, Mastorakos, Wahl and Hurt. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3431 authorizes the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(First Reading)**

Councilmember McGuinness made a motion, seconded by Councilmember Moore, for the first reading of Bill No. 3431. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3431 was read for the first time.

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:24 p.m.

Mayor Bob Nation

ATTEST:

Molly Lasley, Deputy City Clerk

APPROVED BY CITY COUNCIL: _____

DRAFT

UPCOMING MEETINGS/EVENTS

- A. Thursday, March 09, 2023 – Planning & Public Works (5:30pm)**
- B. Monday, March 13, 2023 – Finance and Administration (4:00pm)**
- C. Monday, March 20, 2023 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

This section provides time for the public to speak and express their views during public comment. Each speaker is limited to not more than four minutes, after which, the City Administrator will indicate that their time has expired. It is important to remember that this section of the agenda is not intended or appropriate for debate or question and answer period. This is the public's opportunity to share their comments in a public forum.

APPOINTMENTS

There are no appointments scheduled for tonight's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Monachella

Proposed Bill No. 3432 - P.Z. 03-2023 City of Chesterfield (Unified Development Code-Article 4) – An ordinance of the City of Chesterfield creating Section 405.01.120 related to licenses, permits, or other approvals. (First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, March 9th, 2023, at 5:30pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Tuesday’s meeting.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: March 6, 2023



RE: P.Z. 03-2023 City of Chesterfield (Unified Development Code – Article 4):
An ordinance amending Article 4 of the Unified Development code to create Section 405.01.120 related to licenses, permits, or other approvals for non-compliant properties.

Summary

The proposed ordinance would allow the City of Chesterfield to deny any license, permit, or other approval to a person or corporation if the premise to be licensed and/or permitted is in violation of Chapter 405 of the City of Chesterfield Municipal Code.

Any license, permit, or approval that is denied pursuant to this Section may be appealed to the Board of Adjustment within ten (10) days of the date of the decision to deny the license, permit, or approval is received.

A companion bill, [Bill No. 3420](#), has been approved by the City for licenses, permits, or other approvals for those that are permitting violations of Chapter 215 related to public nuisances.

There was a Public Hearing held on February 13, 2023 for this petition. The Planning Commission recommended approval of the regulations by a vote of 8-0.

The proposal was reviewed by Planning & Public Works Committee on February 23, 2023. At that time the committee made a motion to recommend approval. The motion passed by a vote of 4-0.

BILL NO. 3432

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD CREATING SECTION 405.01.120 RELATED TO LICENSES, PERMITS, OR OTHER APPROVALS.

WHEREAS, pursuant to Chapter 89 RSMo, the City of Chesterfield (the "City") is authorized to establish zoning regulations for the City; and

WHEREAS, the City desires to adopt regulations which would prevent licenses, permits, or other approvals for those that are permitting violations of Chapter 215 related to public nuisances and/or Chapter 405 related to zoning; and

WHEREAS, a Public Hearing was held before the Planning Commission on February 13, 2023; and,

WHEREAS, the Planning Commission recommends approval of the following amendments; and,

WHEREAS, the Planning & Public Works Committee recommended approval of the following amendments; and,

WHEREAS, the City Council of the City desires to amend the Municipal Code; and,

WHEREAS, there is a companion bill, Bill No. 3420, that has been approved by the City for licenses, permits, or other approvals for those that are permitting violations of Chapter 215 related to public nuisances and/or Chapter 405 related to zoning; and

WHEREAS, the City Council believes that adopting these amended regulations benefits the health, safety, and welfare of the residents of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI AS FOLLOWS:

Section I: Section 405.01.120 of the City of Chesterfield Zoning Code shall be adopted as follows:

- A. No natural person nor corporation shall be granted, or if already granted, renewed, a license, permit, or approval pursuant to Chapter 405 if the premises to be licensed is in violation of Chapter 215 or Chapter 405 of the City of Chesterfield Municipal Code.

B. Any license, permit, or approval that is denied pursuant to this Section may be appealed to the Board of Adjustment within ten (10) days of the date of the decision to deny the license, permit, or approval is received.

Section II: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section III: This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this ____ day of _____, 2023.

Presiding Officer

Bob Nation, Mayor

ATTEST:

FIRST READING HELD: 03/06/2023

Vickie McGownd

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

There are no Finance and Administration Committee action items scheduled for tonight's meeting.

NEXT MEETING

The next Finance and Administration Committee Meeting is **TENTATIVELY** scheduled for Monday, March 13th, 2023 at 4pm.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Tuesday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee items scheduled for tonight's meeting.

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Tuesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

There are no Public Health and Safety Committee items scheduled for tonight's meeting.

NEXT MEETING

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Tuesday's meeting.

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Liquor License Request – Billy G’s Finer Diner – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales.

Bid Recommendation – 2023 Sidewalk Replacement Project B – Recommendation to accept the low bid submitted by Amcon Municipal Concrete, and to authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in an amount not to exceed \$200,000. Sidewalk Project B is specifically funded at \$200,000 within Account 120-079-5497. **(Roll Call Vote) Department of Public Works recommends approval.**

OTHER LEGISLATION

Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program Agreement – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(Second Reading) Department of Public Works recommends approval.**

Proposed Bill No. 3433 - Vacation of Easement - Spirit Valley Business Park – An ordinance vacating an easement on part of Lot 3 of Spirit Valley Business Park “as described passage way for wagons in Deed Book 273, Page 111” the east line of a tract of land as recorded in Deed Book 273, Page 111 of the St. Louis County Records, City of Chesterfield, St. Louis County, Missouri **(First & Second Readings) Department of Public Works recommends approval.**

Funding – Information and education, Proposition U - Consideration of funding request to provide informational and educational materials for Proposition U.

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS



MEMORANDUM

DATE: February 23, 2023

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: **LIQUOR LICENSE REQUEST – BILLY G'S**

BILLY G'S FINER DINER ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

There are no known outstanding municipal violations at this location:
1772 Clarkson Road

Mr. William Gianino is the managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Monday, March 6, 2023 city council meeting, I will immediately issue this license.

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JAE*
Public Works Dir. / City Engineer

DATE: February 22, 2023

RE: 2023 Sidewalk Replacement Project B

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was most recently updated in May of 2022. The 2023 Budget includes \$555,000 for sidewalk repairs.

Sidewalk Project B is specifically funded at \$200,000 within Account 120-079-5497. This project will address open sidewalk work orders throughout the City, as well as those trip hazards and deficiencies with the highest priority as defined in the City’s ADA Transition Plan. As you know, Sidewalk Project A contains two components (leveling and replacement), the first of which was approved by City Council at its February 21, 2023 meeting. The “remove and replace” portion of Sidewalk Project A will be considered by City Council later this year.

The Department of Public Works publicly opened bids for the 2023 Sidewalk Replacement Project B on February 21, 2023. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in an amount not to exceed \$200,000. Amcon has previously performed numerous concrete road and sidewalk projects for the City of Chesterfield and is positively recommended by City Staff.

Action Recommended


This matter should be forwarded to the City Council for consideration. Should Council concur with Staff’s recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon in an amount of \$200,000.

Concurrence:

J. Kelly
Jeamette Kelly, Director of Finance

MEMORANDUM



DATE: February 21, 2023
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2023 Sidewalk Replacement Project, 2023-PW-04B

On February 21, 2023, the City of Chesterfield publicly opened bids for the above referenced project, with three bids received.

Contractor	Total Bid
Amcon Municipal Concrete, LLC	\$ 167,500.00
Lamke Trenching & Excavating	\$ 188,081.25
E. Meier Contracting	\$ 241,200.00

The low bidder, Amcon Municipal Concrete has successfully performed sidewalk work in the past for other municipalities as well as the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$ 167,500.00 submitted by Amcon Municipal Concrete, with the cost of the project not to exceed \$200,000.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: February 21, 2023

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda _____ through _____, for the

Sidewalk Replacement Project
2023-PW-04 B

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct 4" thick, 6" thick existing sidewalk, handicap ramps, and concrete aprons, including all necessary property restoration in various locations, as designated by the City.

This project is intended to address sidewalk deficiencies throughout the City for the period of April 3, 2023 to April 2, 2024. Sidewalk quantity will vary based upon need; an estimate is provided in the bid tab for the purpose of comparing bids. The City intends to construct \$200,000 worth of sidewalk improvements with this project.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: Amcon Municipal Concrete, LLC
 Address: 850 Lonestar Dr.
 City, State: O'Fallon, MO 63366
 Phone number: 636-379-9396 Fax: 636-240-3699
 E-mail address: amconconcrete@yahoo.com
 Type of Firm: Sole Partnership _____ Partnership
 Corporation _____ Other _____
 Officer: Paul J. Amelung
 Title: Member
 Signature: [Handwritten Signature]
 Date: 2/21/2023

**ITEMIZED BID
CITY OF CHESTERFIELD
2023 SIDEWALK REPLACEMENT PROJECT
2023-PW-04 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	11,250	14 ¹⁰ / ₁₀₀	158,625 ⁰⁰ / ₁₀₀
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	325	15 ⁰⁰ / ₁₀₀	4,875 ⁰⁰ / ₁₀₀
3.1	Removal and Replacement Accessible Curb Ramps	Each	1	2000 ⁰⁰ / ₁₀₀	2,000 ⁰⁰ / ₁₀₀
4.1	Removal and Replacement of Drive Approach	Each	1	2000 ⁰⁰ / ₁₀₀	2,000 ⁰⁰ / ₁₀₀
TOTAL BID					167,500⁰⁰/₁₀₀



BID TABULATION
2023 SIDEWALK REPLACEMENT PROJECT
2023-PW-04B
February 21, 2023

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		AMCON MUNICIPAL CONCRETE		LAMKE TRENCHING & EXCAVATING		E. MEIER CONTRACTING	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	11,250	\$16.50	\$185,625.00	\$14.10	\$158,625.00	\$15.75	\$177,187.50	\$20.00	\$225,000.00
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	325	\$18.50	\$6,012.50	\$15.00	\$4,875.00	\$16.75	\$5,443.75	\$30.00	\$9,750.00
3.1	Removal and Replacement Accessible Curb Ramps	L.S.	1	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$2,450.00	\$2,450.00	\$3,200.00	\$3,200.00
4.1	Removal and Replacement of Drive Approach	L.S.	1	\$3,500.00	\$3,500.00	\$2,000.00	\$2,000.00	\$3,000.00	\$3,000.00	\$3,250.00	\$3,250.00
TOTAL BID					\$197,637.50		\$167,500.00		\$188,081.25		\$241,200.00

BILL NO. 3431

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS OF APPROXIMATELY 2,300 FEET OF WILSON AVENUE BETWEEN WILD HORSE CREEK ROAD AND JUST SOUTH OF WALNUT HILL ROAD, NEAR BAXTER CROSSING LANE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane; and,

WHEREAS, in order to proceed with the project, STBG-5410(634), the City needs to enter into a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane, in form substantially similar to that attached in Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 02/21/2023

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5410(634)
Award Year: 2026
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 Chesterfield, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (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-5410(634) involves:

Reconstruct roadway, resurface, add shoulders, construct a shared used path.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5410(634) by the Commission is within the city limits of Chesterfield, 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:

Wilson Avenue from Wild Horse Creek Road to 1200 feet south of Walnut Hill Farm Drive.

(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 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

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

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,143,170. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5410(634) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

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

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made

on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

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

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

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

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

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

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

(27) COMMISSION REPRESENTATIVE: The Commission's 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.

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

- (A) To the City:
690 Chesterfield Parkway West
Chesterfield, MO 63017
- (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.

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

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

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

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

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

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

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

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

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

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension,

and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

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

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

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 on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

Ordinance No: _____

Exhibit A - Location of Project

Wilson Avenue Improvements Project Location Map



Exhibit B – Project Schedule

Project Description: STBG-5410(634) Wilson Avenue

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	10/2022	11/2022	2
Engineering services contract submitted and approved*	11/2021	11/2021	1
Obtain environmental clearances (106, CE2, T&E, etc.)	11/2022	12/2023	14
Public meeting/hearing	01/2023	02/2023	2
Develop and submit preliminary plans	11/2021	01/2023	15
Preliminary plans approved	01/2023	03/2023	3
Develop and submit right-of-way plans	03/2023	05/2023	5
Review and approval of right-of-way plans	05/2023	06/2023	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	07/2023	07/2023	1
Right-of-way acquisition	08/2023	12/2024	17
Utility coordination	11/2022	12/2023	14
Develop and submit PS&E	03/2023	07/2025	29
District approval of PS&E/advertise for bids*	07/2025	10/2025	4
Submit and receive bids for review and approval	01/2026	03/2026	3
Project implementation/construction	03/2026	12/2026	10
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

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

1. Minimum wages (29 CFR 5.5)

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the 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.

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 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 shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 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. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) 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.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

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 longstanding 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 200.326.

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 200.326.

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 contractor). "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.

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

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

(a) 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;

(b) 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

(c) 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)

2. 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.

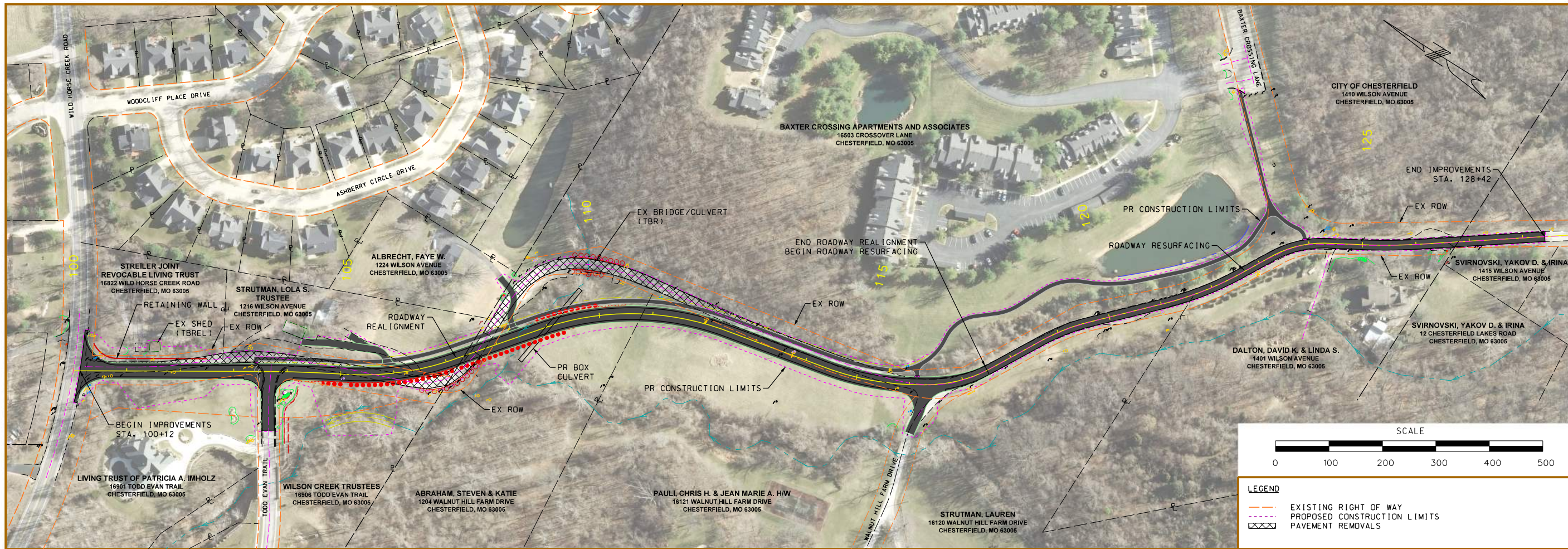
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates 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.

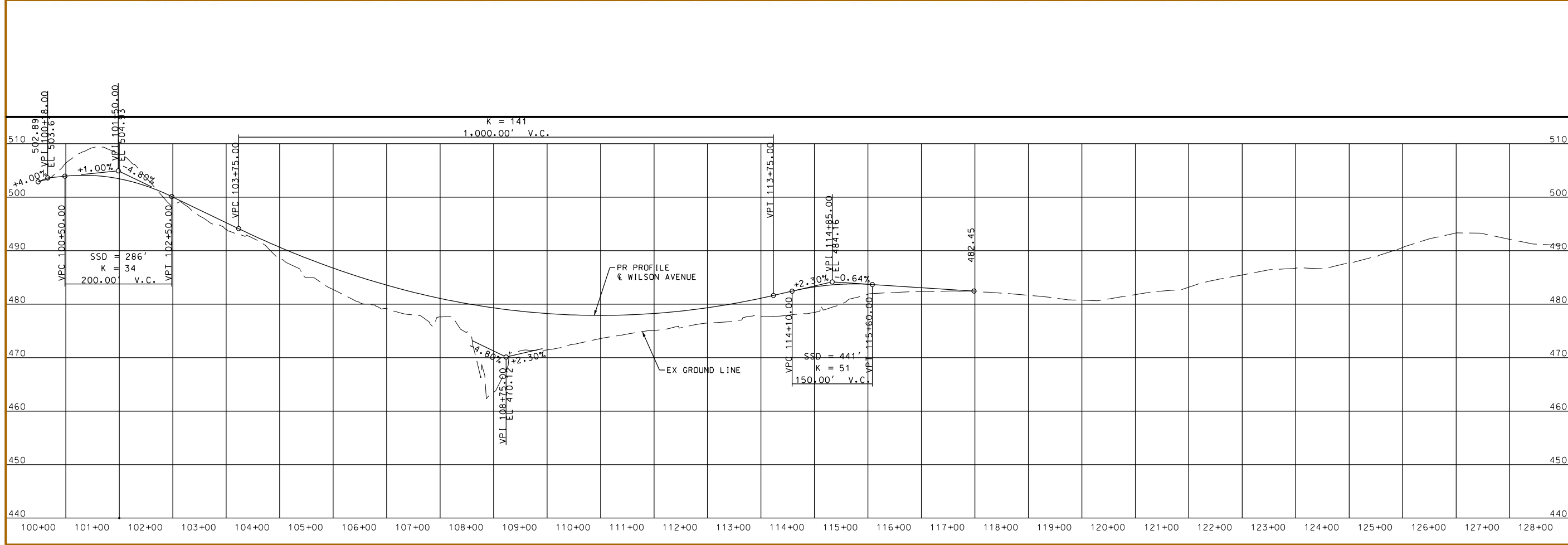
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED	3/31/2022	
DISTRICT	SL	STATE MO
SHEET NO.	2	
COUNTY	ST. LOUIS	
ROUTE	WILSON AVENUE	
DA JOB NO.	220130.001	
PROJECT NO.	N/A	
BRIDGE NO.	N/A	

DATE	DESCRIPTION



ST. LOUIS
720 Olive, Suite 700
St. Louis, MO 63101
Tel: 314.286.4861
FAX: 314.286.4861

O A T E S
A.S.D. CLAT. E.S.
MISSOURI DESIGN FIRM
LICENSE NO. 001166

JEFFREY R. RENNING
PROFESSIONAL ENGINEER
LICENSE NO. 2006072376

City of Chesterfield
690 CHESTERFIELD PARKWAY WEST
CHESTERFIELD, MO 63017
PH: 636-537-4000
FAX: 636-537-4798
EMAIL: info@chesterfield.mo.us

WILSON AVENUE REALIGNMENT
PLAN-PROFILE SHEET
SHEET 1 OF 1

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: March 06, 2023

RE: **Vacation of Easement:** A request to vacate the easement situated in the Spirit Valley Business Park subdivision.



Summary

Spirit Valley Development, LLC, has submitted a request to vacate the easement that is situated in the City of Chesterfield, containing approximately 1,191,327 square feet of ground. The easement cannot be legally described or precisely located. As per the applicant, the easement to be vacated is not used and has not been used for many years as access to any properties in the vicinity.

As per City of Chesterfield Planning & Public Works Procedure Number PPW-1053, the petition was published in the St. Louis Countian Newspaper fifteen (15) days prior to City Council meeting. Staff has received no objection letters from the Levee District and St. Louis County.



Figure 1: Subdivision Aerial

Attachments:

- Legislation
- Public Notice
- Petition

BILL NO. 3433

ORDINANCE NO. _____

AN ORDINANCE VACATING AN EASEMENT ON PART OF LOT 3 OF SPIRIT VALLEY BUSINESS PARK “AS DESCRIBED PASSAGE WAY FOR WAGONSDEED BOOK 273 PAGE 111”, THE EAST LINE OF A TRACT OF LAND AS RECORDED IN DEED BOOK 273, PAGE 111 OF THE ST. LOUIS COUNTY RECORDS, CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI.

WHEREAS, a petition has been filed by Spirit Valley Development, LLC, requesting the City to vacate an unnecessary easement on said tracts of land; and,

WHEREAS, Spirit Valley Development, LLC, owns the properties on which the easement is located and has no need for the easement; and,

WHEREAS, the Departments of Planning and Public Works have reviewed the petition and have determined that said petition meets all applicable regulations and that the vacation will have no adverse effect on the City of Chesterfield.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby approves the easement vacation located on part of Lot 3 of Spirit Valley Business Park “as described passage way for wagons Deed Book 273 Page 111” as described in Exhibit 2, which is attached hereto and made part of hereof; and

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the vacation of this easement by affixing their signatures and the Official Seal of the City of Chesterfield to a Certificate of Approval as required on said documents. The petitioner is required and directed to record this easement vacation with the Saint Louis County Recorder of Deeds Office; and

Section 3. The Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

First Reading Held: 03/06/2023

NOTICE OF VACATION OF EASEMENT

NOTICE IS HEREBY GIVEN that the City of Chesterfield has received a petition to vacate the easement situated in the City of Chesterfield, Missouri. The easement cannot be legally described or precisely located. Should anyone have an interest in this, please contact Shilpi Bharti, planner at 636-537-4743 or email at Sbharti@chesterfield.mo.us. The legal description of the property to be vacated is as follows:

A tract of land being part of Lot 3 of Amelia Boisselier Estate, a subdivision according to the plat thereof as recorded in Plat Book 16, Page 27 of the St. Louis County records, located in US Surveys 368, 1937 and 133, Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the intersection of the west line of said Lot 3, and the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said south right-of-way line, South 82 degrees 22 minutes 04 seconds East 547.73 feet to the west line of a tract of land conveyed to Peter Horobec by Deed Book 25102 Page 477 of said records; thence along said west line, South 11 degrees 38 minutes 43 seconds East, 767.00 feet to the northwest corner of Lot 3 of Spirit Valley Business Park, as recorded in Plat Book 356 Page 177; thence along the east line of said Spirit Valley Business Park, South 12 degrees 35 minutes 50 seconds East, 1421.85 feet, to the southeast corner of Lot 3 of said Amelia Boisselier Estate; thence along the south line of Lot 3 of Amelia Boisselier Estate, South 78 degrees 17 minutes 10 seconds West, 537.69 feet to the southwest corner of Lot 3 of said Amelia Boisselier Estate; thence along the west line of said Lot 3, North 11 degrees 43 minutes 00 seconds West, 2,369.53 feet to the POINT OF BEGINNING.

Containing 1,191,327 square feet or 27.356 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc on December 5, 2022.

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



TO THE CITY COUNCIL OF THE CITY OF CHESTERFIELD

STATE OF MISSOURI

PETITION FOR VACATION OF EASEMENT

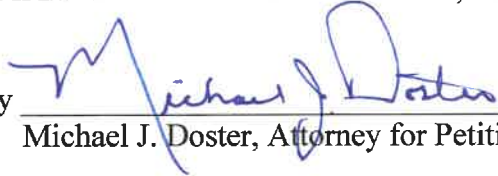
UNDER SECTION 02-11 OF THE UNIFIED DEVELOPMENT CODE

Petitioner, Spirit Valley Development, LLC, states to the City Council of the City of Chesterfield, State of Missouri that:

1. It is the owner of fee simple title to the following described parcel of real estate situated in the City of Chesterfield, County of St. Louis, State of Missouri, containing approximately 1,191,327 square feet of ground as shown and described on Exhibit "A" and incorporated herein by reference.
2. Petitioner desires to vacate an easement situated in the City of Chesterfield, Missouri. The easement cannot be legally described or precisely located. The easement to be vacated is described on Exhibit "B."
3. The easement to be vacated is not used and has not been used for many years as access to any properties in the vicinity.
4. All property owners who could possibly be served by the easement have other access.
5. The vacation herein petitioned for is in the interest of the public necessity, convenience and general welfare, and will not interfere with the best interest of the public use.

WHEREOF, Petitioner prays that the City Council of the City of Chesterfield, Missouri, vacate the portion of the easement as set forth in detail in this petition and Petitioners further pray that the portion of the easement to be vacated as herein described shall revert to the Petitioners who are the owner in fee simple of the adjoining and abutting property and ordain such further orders as may be proper to accomplish vacation prayed.

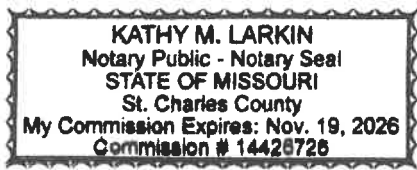
SPIRIT VALLEY DEVELOPMENT, LLC


By 
Michael J. Doster, Attorney for Petitioner

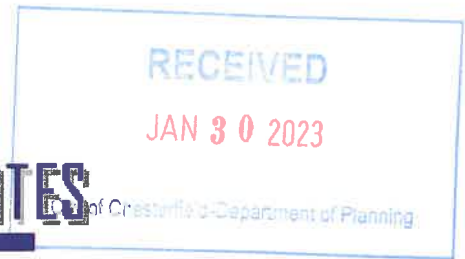
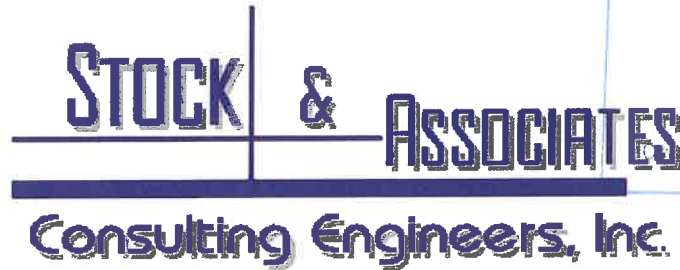
STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

On this 30th day of January, 2023, before me personally appeared Michael J. Doster, who, being duly sworn, did say that he is the attorney for the company, and that said instrument was signed on behalf of said company, by authority granted by the company. Michael J. Doster acknowledged said instrument to be the free act and deed of said company.

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




Notary Public
My Commission expires: 11/19/26

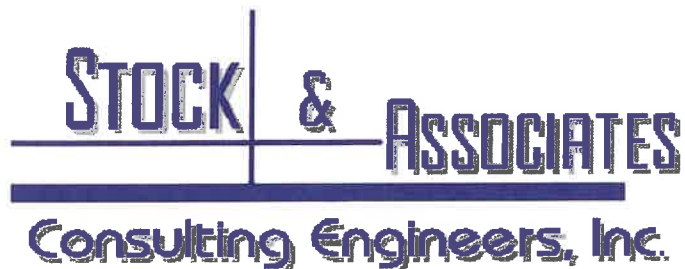


AS SURVEYED DESCRIPTION DEED BOOK 17739 PAGE 2283

A tract of land being part of Lot 3 of Amelia Boisselier Estate, a subdivision according to the plat thereof as recorded in Plat Book 16, Page 27 of the St. Louis County records, located in US Surveys 368, 1937 and 133, Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the intersection of the west line of said Lot 3, and the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said south right-of-way line, South 82 degrees 22 minutes 04 seconds East 547.73 feet to the west line of a tract of land conveyed to Peter Horobec by Deed Book 25102 Page 477 of said records; thence along said west line, South 11 degrees 38 minutes 43 seconds East, 767.00 feet to the northwest corner of Lot 3 of Spirit Valley Business Park, as recorded in Plat Book 356 Page 177; thence along the east line of said Spirit Valley Business Park, South 12 degrees 35 minutes 50 seconds East, 1421.85 feet, to the southeast corner of Lot 3 of said Amelia Boisselier Estate; thence along the south line of Lot 3 of Amelia Boisselier Estate, South 78 degrees 17 minutes 10 second West, 537.69 feet to the southwest corner of Lot 3 of said Amelia Boisselier Estate; thence along the west line of said Lot 3, North 11 degrees 43 minutes 00 seconds West, 2,369.53 feet to the POINT OF BEGINNING.

Containing 1,191,627 square feet or 27.356 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc on December 5, 2022.



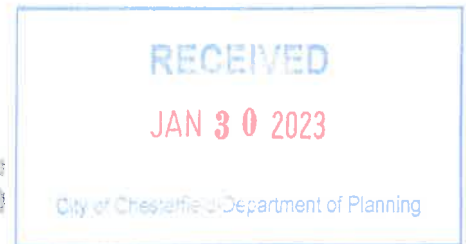
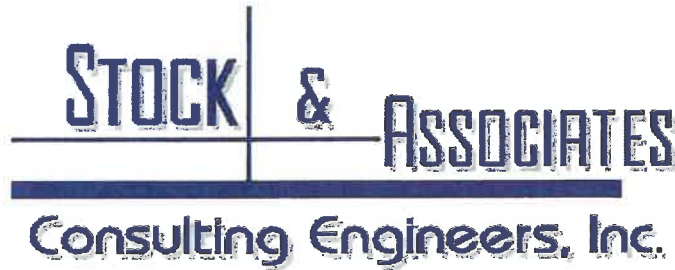
The above "As Surveyed Description" includes the following proposed parcel.

PROPOSED LOT 3 DESCRIPTION

A tract of land being part of Lot 3 of Amelia Boisselier Estate, a subdivision according to the plat thereof as recorded in Plat Book 16, Page 27 of the St. Louis County records, located in US Surveys 368, 1937 and 133, Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at intersection of the southern right-of-way line of Olive Street Road, 60 feet wide, and the west line of a tract of land conveyed to Peter Horobec by Deed Book 25102 Page 477, of said records; thence along said west line, South 11 degrees 38 minutes 43 seconds East, 767.00 feet, to the northwest corner of Lot 3 of Spirit Valley Business Park, as recorded in Plat Book 356 Page 177, of said records; thence along the west line of Lot 3 of said Spirit Valley Business Park, South 12 degrees 35 minutes 50 seconds East, 12.08 feet to the POINT OF BEGINNING of the herein described tract; thence continuing along said west line, South 12 degrees 35 minutes 50 seconds East, 737.34 feet; thence departing said west line, South 78 degrees 17 minutes 10 second West, 487.35 feet to its intersection with the east right-of-way line of a proposed Forty (40) feet wide roadway; thence along said right-of-way line, North 11 degrees 43 minutes 00 seconds West, 737.25 feet; thence departing said right-of-way line, North 78 degrees 17 minutes 10 second East, 476.02 feet to the POINT OF BEGINNING.

Containing 355,125 square feet or 8.153 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc on November 16, 2022, revised December, 5th 2022.



As Described passage way for wagons Deed Book 273 Page 111 to be vacated.

A reserved road, for wagons, on the east line of a tract of land conveyed by Deed Book 273 Page 111 of the St. Louis County (city) records; located in Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Any portion of the wagon road as described Deed Book 273 Page 111 of the St. Louis County (city) records contained within the following:

A tract of land being part of Lot 3 of Amelia Boisselier Estate, a subdivision according to the plat thereof as recorded in Plat Book 16, Page 27 of the St. Louis County records, located in US Surveys 368, 1937 and 133, Township 45, Range 3 East of the Fifth Principal Meridian, City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Beginning at the intersection of the west line of said Lot 3, and the southern right-of-way line of Olive Street Road, 60 feet wide; thence along said south right-of-way line, South 82 degrees 22 minutes 04 seconds East 547.73 feet to the west line of a tract of land conveyed to Peter Horobec by Deed Book 25102 Page 477 of said records; thence along said west line, South 11 degrees 38 minutes 43 seconds East, 767.00 feet to the northwest corner of Lot 3 of Spirit Valley Business Park, as recorded in Plat Book 356 Page 177; thence along the east line of said Spirit Valley Business Park, South 12 degrees 35 minutes 50 seconds East, 1421.85 feet, to the southeast corner of Lot 3 of said Amelia Boisselier Estate; thence along the south line of Lot 3 of Amelia Boisselier Estate, South 78 degrees 17 minutes 10 second West, 537.69 feet to the southwest corner of Lot 3 of said Amelia Boisselier Estate; thence along the west line of said Lot 3, North 11 degrees 43 minutes 00 seconds West, 2,369.53 feet to the POINT OF BEGINNING.

Containing 1,191,327 square feet or 27.356 acres, more or less according to calculations performed by Stock & Associates Consulting Engineers, Inc on December 5, 2022.

MONARCH-CHESTERFIELD LEVEE DISTRICT

February 6, 2023

City of Chesterfield
Attn: City Council
690 Chesterfield Parkway W
Chesterfield, MO 63017-0760

Re: Spirit Valley Business Park - Vacation of Easement

Dear Members of the City Council:

On behalf of the Monarch-Chesterfield Levee District please be advised that it has no interest in the Easement referenced in the Petition for Vacation of Easement and it consents to the vacation of easement.

If you should have any questions or comments, please do not hesitate to contact me.

Monarch-Chesterfield Levee District



By: _____

David R. Human
District Counsel

February 9, 2023

Mr. Justin Wyse
Director of Planning
City of Chesterfield
690 Chesterfield Pkwy W.
Chesterfield Mo., 63017

Re: Spirit Valley Business Park -- Vacation of Easement

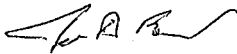
Dear Director Wyse:

I am the Director of Aviation at Spirit of St. Louis Airport. The Airport is owned and operated by St. Louis County.

In my capacity as Director, I am familiar with an easement located within the Airport ("Easement") on property owned by Spirit Valley Development, LLC. I am also familiar with a "Petition for Vacation of Easement" relating to the Easement which was filed by Spirit Valley Development, LLC on or about January 2023.

Please be advised that St. Louis County has no interest in the Easement and consents to the Petition for Vacation of Easement.

Sincerely

A handwritten signature in black ink, appearing to read 'J. Bales', written in a cursive style.

John Bales
Director of Aviation