



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, September 17, 2024
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** – Deputy City Clerk Amanda Hurley

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – September 3, 2024

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, September 19, 2024 – Planning & Public Works (5:30pm)**
 - B. Monday, October 1, 2024 – Budget Workshop – F&A Committee of the Whole (5:00pm)**
 - C. Monday, October 7, 2024 – City Council (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. 3516 – P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2):** An ordinance amending Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

2. Next Meeting – September 19, 2024

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

- 1. Next Meeting – October 1, 2024 – Budget Workshop – F&A Committee of the Whole (5:00pm)**

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

XI. OTHER LEGISLATION

- A. Amended Resolution No. 501 – Downtown Chesterfield SBD –** An Amended Resolution of the City Council of the City of Chesterfield, Missouri, stating its intention to establish the Downtown Chesterfield Special Business District. **(Voice Vote) Department of Planning recommends approval.**

- B. Proposed Bill No. 3520 –** An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant (STBG) Program

Agreement with the Missouri Highways and Transportation Commission for improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive. **(First Reading) Department of Public Works recommends approval.**

XII. NEW BUSINESS

XIII. 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

City of Chesterfield
Excess Checks (=> \$5,000)
AUGUST 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
8/8/2024	1369	WESTERN WATERPROOFING COMPANY, INC.	CITY HALL FOUNTAIN WATERPROOFING-PROGRESS PYMT #2	\$ 39,300.00	137
8/15/2024	1370	BOND ARCHITECTS, INC.	ARCHITECT SERVICES-AMP IMPROVEMENTS-PROGRESS PYMT #10	11,156.95	137
8/15/2024	1371	JOE MACHENS FORD	2024 FORD F-150 TRUCK (REPLACE PK-18)	45,709.00	137
8/22/2024	1372	WESTERN WATERPROOFING COMPANY, INC.	CITY HALL FOUNTAIN WATERPROOFING-PROGRESS PYMT #3	27,959.64	137
8/1/2024	52724	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT# 0472321-9	5,856.09	119
8/8/2024	52748	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	26,839.31	119
8/8/2024	52762	MURPHY COMPANY	REPAIR CONDENSOR COIL DAMAGE AT CVAC B AND CVAC D/E	8,142.00	119
8/8/2024	52764	PIROS SIGNS INC	REMOVE AND REPLACE MIRACLE FIELD SCOREBOARD AND SPONSOR PANELS	7,677.00	119
8/15/2024	52778	BIZON GROUP INC DBA CONEXWEST	20' SHIPPING CONTAINER WITH SIDE DOORS FOR EQUIPMENT STORAGE	6,163.00	119
8/15/2024	52804	SITEONE LANDSCAPE SUPPLY HOLDING, LLC	FERTILIZERS, LIQUID DE-THATCH, LIQUID WEED CONTROL CHEMICALS	5,033.07	119
8/22/2024	52811	AMEREN MISSOURI	17925 N OUTER 40 CONCESSION B; ACCT# 0153089010	5,529.78	119
8/22/2024	52817	AMEREN MISSOURI	16365 LYDIA HILL DR; ACCT# 8780009313	9,375.41	119
8/29/2024	52860	GR ROBINSON SEED & SERVICE CO	FESCUE BLEND SEED, FERTILIZERS, HERBICIDE CHEMICALS	6,990.00	119
8/29/2024	52870	METROPOLITAN ST. LOUIS SEWER DISTRICT	16365 LYDIA HILL DR, ACCT #0472321-9	15,382.52	119
8/29/2024	52872	MISSOURI AMERICAN WATER COMPANY	16365 LYDIA HILL DR, ACCT #1017-210013295038	30,408.12	119
8/1/2024	72911	ENGELMEYER & PEZZANI, LLC	FEBRUARY-APRIL 2024 CERTIFIED TRIAL SERVICES	13,422.60	001
8/1/2024	72914	GAMMA'S SHIELD SHADE TREE INC	2024 STREET TREE AND STUMP REMOVALS	8,582.00	001
8/1/2024	72916	GRAPHICS FACTORY INC	REMOVE AND INSTALL GRAPHICS FOR TEN 2024 DODGE DURANGO POLICE VEHICLES	6,717.50	121
8/1/2024	72943	ST. LOUIS AREA HEALTH INSURANCE TRUST-MEDICAL	AUGUST 2024 HEALTH INSURANCE PREMIUMS	238,180.55	001
8/1/2024	72950	TOPE INC	SEWER REPAIR - 171 SCENIC WOODS	5,602.00	110
8/1/2024	72952	TOPE INC	SEWER REPAIR - 189 RIVER VALLEY	11,714.00	110
8/1/2024	72954	TYLER TECHNOLOGIES, INC	ANNUAL MAINTENANCE, SUPPORT AND LICENSING FOR ERP SOFTWARE	61,299.50	001
8/1/2024	72957	ZUMWALT CORPORATION	REPLACEMENT OF FOUR OVERHEAD DOORS AT PUBLIC WORKS FACILITY	44,849.00	120
8/8/2024	72962	ASPIRE CONSTRUCTION SERVICES, LLC	2024 PUBLIC WORKS FACILITY MEZZANINE IMPROVEMENTS-PROGRESS PYMT #4	67,091.76	120
8/8/2024	72965	CHESTERFIELD WAREHOUSE LLC	GRADING SURETY RELEASE, G-127-22, SPIRIT VALLEY BUSINESS PARK	7,116.66	808
8/8/2024	72967	DAVID AND LINDA DALTON	EASEMENT COMPENSATION-WILSON AVENUE PROJECT (2021-PW-14), PARCEL 7, 1401 WILSON AVENUE	5,800.00	120
8/8/2024	72968	DELTA DENTAL OF MISSOURI	AUGUST 2024 DENTAL INSURANCE PREMIUMS	14,085.20	001
8/8/2024	72971	FISCHER HOMES ST LOUIS LLC	RELEASE LOT CASH ESCROW, ALEXANDER WOODS, LOT 28, 834 NARDIN DR	6,000.00	808
8/8/2024	72973	HARVESTOWNE AUTO BODY, INC.	INSURANCE DEDUCTIBLE, REPAIRS TO PD-12, 2023 DODGE DURANGO ACCIDENT	19,269.50	001
8/8/2024	72975	HORNER & SHIFRIN INC.	ENGINEERING SERVICES - SCHOETTLER ROAD SIDEWALK EXTENSION-PROGRESS PYMT #2	15,385.99	120
8/8/2024	72979	LOCHMUELLER GROUP INC.	ENGINEERING SERVICES-LONG RD INTERCHANGE & N OUTER 40 EXTENSION-PROGRESS PYMT #1	14,820.56	120
8/8/2024	72992	PORSCHE ST. LOUIS	GRADING SURETY RELEASE, G-118-23, PORSCHE SERVICE CENTER	11,250.00	808
8/15/2024	73011	AMCON MUNICIPAL CONCRETE, LLC	CONCRETE SLAB REPLACEMENT PROJECT B-PROGRESS PYMT #6	7,395.37	120
8/15/2024	73014	AMEREN MISSOURI	690 CHESTERFIELD PKWY W ACCT # 0627147004	23,230.65	001
8/15/2024	73022	ENERGY PETROLEUM CO.	GASOLINE-89 OCT (7872.8 GALLONS), DIESEL #2 ULTRA LS (81.7 GALLONS)	22,660.56	001

City of Chesterfield
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AUGUST 2024

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
8/15/2024	73025	GEOTECHNOLOGY INC.	2024 CONSTRUCTION AND INSPECTION TESTING SERVICES	30,056.38	120
8/15/2024	73029	HESSE GRAVILLE, LLC	JULY 2024 LEGAL AND PROFESSIONAL SERVICE FEES	47,597.51	001
8/15/2024	73038	LEON UNIFORM CO., INC.	POLICE UNIFORMS & BODY ARMOR	15,994.76	121
8/15/2024	73043	MOTOROLA	(10) MOTOROLA APX6000 700/800 MODEL 2.5 PORTABLE RADIOS	23,229.70	114
8/15/2024	73055	ST. LOUIS COUNTY MISSOURI - POLICE DEPT	COMMUNICATIONS CONTRACT FOR POLICE DEPARTMENT COMPUTER ASSISTED REPORT ENTRY SYSTEM	17,734.32	121
8/15/2024	73063	THE HARTFORD-PRIORITY ACCOUNTS	AUGUST 2024 GROUP LIFE, LTD, STD, VOL LIFE, ACCIDENT, AND CRITICAL ILLNESS INSURANCE	15,121.38	001
8/15/2024	73065	TIMBERLINE PROFESSIONAL TREE CARE LLC	2024 STREET TREE AND STUMP REMOVALS	7,750.00	001
8/22/2024	73077	E. MEIER CONTRACTING, INC.	2024 ASPHALT OVERLAY PROJECT-PROGRESS PYMT #2	47,378.87	120
8/22/2024	73098	PNC BANK	JULY-AUGUST 2024 PNC MONTHLY CREDIT CARD STATEMENT	14,448.03	001
8/22/2024	73102	RSC INSURANCE BROKERAGE, INC	LOGAN PARK-2024-2025 GL/EXCESS INSURANCE	5,730.00	001
8/22/2024	73103	RSC INSURANCE BROKERAGE, INC	2024-2025 PROPERTY RENEWAL, POLICY #35834209	437,187.00	001
8/29/2024	73131	HORNER & SHIFRIN INC.	ENGINEERING SERVICES - SCHOETTLER ROAD SIDEWALK EXTENSION-PROGRESS PYMT #3	6,826.88	120
8/29/2024	73133	JOSEPH/MARY GIRA	RELEASE OF LANDSCAPE SURETY, 15320 CONWAY ROAD	15,597.00	808
8/29/2024	73137	MCDONALD'S USA LLC	RELEASE OF LANDSCAPE SURETY, MCDONALDS - 1701 CLARKSON RD	13,759.88	808
8/29/2024	73140	MURPHY COMPANY	2024 HVAC MAINTENANCE CONTRACT, JUL-SEP	6,206.25	001
8/29/2024	73147	REJIS COMMISSION	REJIS CONTRACTUAL FEES; JULY-AUGUST 2024	5,484.00	121
				<u>\$ 1,566,097.25</u>	

Respectfully submitted by,
Jeannette Kelly, Director of Finance



<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

AGENDA REVIEW – TUESDAY, SEPTEMBER 17, 2024 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 PM, on Tuesday, September 17, 2024.**

UPCOMING MEETINGS/EVENTS

APPROVAL OF MINUTES

- A. City Council Meeting Minutes – September 3, 2024**

INTRODUCTORY REMARKS

- A. Thursday, September 19, 2024 – Planning & Public Works (5:30pm)**
- B. Monday, October 1, 2024 – Budget Workshop – F&A Committee of the Whole (5:00pm)**
- C. Monday, October 7, 2024 – City Council (7:00pm)**

COMMUNICATIONS AND PETITIONS



RECORD OF PROCEEDING

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

SEPTEMBER 3, 2024

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 August 19, 2024 Executive Session were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Hansen, to approve the August 19, 2024 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the August 19, 2024 City Council meeting were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Budoor, to approve the August 19, 2024 City Council 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 Wednesday, September 18, at 7 p.m.; however, this meeting will be re-scheduled during the “Report from City Administrator” portion of the agenda.

COMMUNICATIONS AND PETITIONS

There were no public comments.

APPOINTMENTS

Mayor Nation nominated Ms. Lori Whiteside (Kiel) and Ms. Erika J. Hickman for appointment to the Chesterfield Blue Valley Community Improvement District (CID) Board of Directors, as recommended by the District’s representatives. Councilmember Hurt made a motion, seconded by Councilmember Moore to appoint Ms. Lori Whiteside (Kiel) and Ms. Erika J. Hickman to the Chesterfield Blue Valley CID Board of Directors. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning & Public Works Committee

Bill No. 3515 Pertains to the acceptance of Prestige Landing, Lake Meadow, Waterside Heights, and portions of patchwork fields in Fienup Farms as Public Streets in the City of Chesterfield (**Second Reading**) **Department of Planning and Public Works Recommends approval**

Councilmember Dan Hurt, Chairperson of the Planning & Public Works Committee, made a motion, seconded by Councilmember Budoor, for the second reading of Bill No. 3515. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3515 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3515 with the following results: Ayes – Wahl, Moore, McGuinness, Hurt, Budoor, Monachella, Mastorakos and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3515 approved, passed it and it became **ORDINANCE NO. 3305**.

Bill No. 3516 Amends Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3516. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3516 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Moore, to approve an intra-fund budget amendment in the amount of \$9,000 within the Street Maintenance Division budget to permit the use of prior savings to purchase replacement equipment. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Wahl, Hurt, Hansen, Budoor, McGuinness and Monachella. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt made a motion, seconded by Councilmember Moore, to authorize the purchase of a skid steer breaker attachment from Clark Equipment Company for the amount of \$9,518. A roll call vote was taken with the following results: Ayes – Hansen, McGuinness, Moore, Budoor, Wahl, Mastorakos, Monachella and Hurt. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt made a motion, seconded by Councilmember Monachella, to authorize the purchase of a walk behind pavement line striper from Sherwin Williams for the amount of \$11,325. A roll call vote was taken with the following results: Ayes – Monachella, Mastorakos, Moore, Wahl, Hansen, Budoor, Hurt and McGuinness. Nays – None. Mayor Nation declared the motion passed.

Councilmember Hurt announced that the next meeting of this Committee, scheduled for Thursday, September 5, at 5:30 p.m., has been cancelled.

Finance & Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance & Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

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.

Public Health & Safety Committee

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, made a motion, seconded by Councilmember Hansen, to approve the use of \$4,600 from forfeiture funds to provide leadership training for a Police Captain. A roll call vote was taken with the following results: Ayes – McGuinness, Wahl, Hurt, Monachella, Hansen, Mastorakos, Moore and Budoor. Nays – None. Mayor Nation declared the motion passed.

Councilmember Wahl made a motion, seconded by Councilmember Budoor, to approve the use of \$12,086 from forfeiture funds to purchase a replacement utility task vehicle. A roll call vote was taken with the following results: Ayes – Hansen, Mastorakos, McGuinness, Moore, Hurt, Monachella, Budoor and Wahl. Nays – None. Mayor Nation declared the motion passed.

Councilmember Wahl made a motion, seconded by Councilmember Hurt, to approve the use of \$81,382 from forfeiture funds to purchase two replacement police vehicles which were severely damaged and taken out of service. A roll call vote was taken with the following results: Ayes – Wahl, McGuinness, Hurt, Monachella, Mastorakos, Budoor, Hansen and Moore. Nays – None. Mayor Nation declared the motion passed.

Councilmember Wahl made a motion, seconded by Councilmember Monachella, to approve the use of \$9,150 from forfeiture funds to purchase and equip a police vehicle with a mobile video system. A roll call vote was taken with the following results: Ayes – McGuinness, Hansen, Moore, Mastorakos, Budoor, Hurt, Monachella and Wahl. Nays – None. Mayor Nation declared the motion passed.

REPORT FROM THE CITY ADMINISTRATOR

Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to re-schedule the City Council meeting from Wednesday, September 18, 2024 to Tuesday, September 17, 2024. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

OTHER LEGISLATION

Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve a proposed resolution expressing the City of Chesterfield’s intention to establish the Downtown Chesterfield Special Business District. A voice vote was taken with an affirmative result (Councilmember Hurt voted “No”) and the motion was declared passed. The successful resolution became Chesterfield Resolution No. 501.

Bill No. 3517 Provides for the approval of a Boundary Adjustment Plat for Lot B-2, Lot C, and Lot D of Long Road Crossing subdivision totaling 6.18-acres of land located west of Long Road Crossing westbound (17U410104) **(First & Second Reading) Department of Planning recommends approval**

Bill No. 3518 Vacates two utility easements located on Lot D of the Long Road Crossing subdivision recorded in Book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, Range 3 & 4 east of the fifth principal meridian, City of Chesterfield, St. Louis County, Missouri **(First & Second Reading) Department of Planning recommends approval**

Bill No. 3519 Vacation of Right-of-Way: An ordinance vacating a portion of right-of-way on Long Road Crossing drive within the Long Road Crossing subdivision Plat recorded in book 352, page 232 of the St. Louis County, Missouri records, located in U.S. Survey 1010, Township 45 North, range 3 & 4 east of the fifth principal meridian, city of City of Chesterfield, St. Louis County, Missouri **(First and Second Reading) Department of Planning recommends approval**

Councilmember Monachella made a motion, seconded by Councilmember Moore, for the first and second readings of Bill Nos. 3517, 3518 and 3519. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3517, 3518 and 3519 were read for the first and second time.

A roll call vote was taken for the passage and approval of Bill No. 3517 with the following results: Ayes – McGuinness, Monachella, Moore, Budoor, Wahl, Mastorakos, Hurt and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3517 approved, passed it and it became **ORDINANCE NO. 3306.**

A roll call vote was taken for the passage and approval of Bill No. 3518 with the following results: Ayes – Hansen, Hurt, Mastorakos, Moore, Wahl, McGuinness, Budoor and Monachella. Nays – None. Whereupon Mayor Nation declared Bill No. 3518 approved, passed it and it became **ORDINANCE NO. 3307.**

A roll call vote was taken for the passage and approval of Bill No. 3519 with the following results: Ayes – Wahl, Hurt, Mastorakos, Moore, Monachella, Budoor, McGuinness and Hansen. Nays – None. Whereupon Mayor Nation declared Bill No. 3519 approved, passed it and it became **ORDINANCE NO. 3308.**

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 7:29 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Dan Hurt

Vice Chair: Councilmember Mary Monachella

- 1. Proposed Bill No. 3516 – P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2):** An ordinance amending Article 2 of the Unified Development Code to modify procedures relating to Historic and Landmark Preservation Area overlay districts. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**
- 2. Next Meeting – September 19, 2024**

NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, September 19, 2024, 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: September 03, 2024

RE: **P.Z. 06-2024 City of Chesterfield (Unified Development Code – Article 2)**: An ordinance amending Article 2 of the Unified Development Code to assign the regulatory role formerly assigned to CHLPC to align with the standard review process within the City of Chesterfield.

Summary

In 2024, the City of Chesterfield City Council voted to disband the Chesterfield Historic and Landmark Preservation Committee (CHLPC). Since the CHLPC is disbanded, it is required to update the City of Chesterfield Unified Development Code Article 2 to remove the regulatory role from CHLPC to other existing groups within the City of Chesterfield. The request is to modify three sections within the Unified Development Code Article 2. Two sections require minor amendments and one section requires a more in-depth amendment.

A Public Hearing was held on August 12, 2024 for this petition; there were no issues raised.

The petition was reviewed by Planning Commission on August 12, 2024. Planning Commission approved this petition, by a vote of 9 to 0.

On August 22, 2024, the petition was brought before the Planning & Public Works Committee. A motion was made to forward the petition to City Council with a recommendation to approve. The motion passed by vote 3-0.

Attachments: Legislation

BILL NO. 3516

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.02.040.B, SECTION 405.02.060 AND SECTION 405.02.110 OF THE MUNICIPAL CODE PERTAINING TO LANDMARK AND PRESERVATION AREA (LPA) AND HISTORIC DESIGNATION PROCEDURES.

WHEREAS, the City of Chesterfield Unified Development Code contains regulations and requirements pertaining to the Landmark and Preservation Area (LPA) and Historic (H) Designation within the City; and,

WHEREAS, the Unified Development Code serves to promote the public health, safety, and general welfare of the citizens of the City of Chesterfield; and,

WHEREAS, the City of Chesterfield seeks to update the regulations and requirements pertaining Landmark and Preservation Area (LPA) and Historic (H) Designation Procedures; and,

WHEREAS, a Public Hearing was held before the Planning Commission on August 12, 2024; and,

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

WHEREAS, the Planning and Public Works Committee, having considered said request, recommended approval of the Code amendments, by a vote of; and,

WHEREAS, the City Council, having considered said request, voted to approve the change to the Unified Development Code Section 405.02.040.B.1.e, Section 405.02.060, and Section 405.02.110.

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

Section 1. Section 405.02.040.B.1.e.11 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

11. Approximate location of any historical artifacts, buildings, or historically significant buildings as identified by the City of Chesterfield or St. Louis County within the boundaries of the property.

Section 2. Section 405.02.060 of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

Section 405.02.060 **Landmark and Preservation Area (LPA) and Historic (H) Designation Procedures.**

A. Scope of Provisions. Nominations for an LPA or H designation shall be made to the City of Chesterfield and may only be submitted by the owner of record of the nominated property or structure, or by members of the City Council. Nominations shall be submitted to the City Clerk, who will within seven (7) days of receipt mail a notification of intent to nominate to the owner of record of the nominated property. Forms and criteria for nomination will be available at the office of the City Clerk.

B. Criteria For Consideration Of Nomination.

1. The City Council shall, after such investigation as it deems necessary, make a determination as to whether a nominated property, structure, site, area or district meets one (1) or more of the following criteria:

- a. Its character, interest, or value as part of the development, heritage, or cultural characteristics of the community, County, State or country;
- b. Its overall setting and harmony as a collection of buildings, structures, objects where the overall collection forms a unit;
- c. Its potential to be returned to an accurate historic appearance regardless of alternations or insensitive treatment that can be demonstrated to be reversible;
- d. Its location as a site of a significant local, County, State or country;
- e. Its identification with a person or persons who significantly contributed to the development of the community, County, State or country;
- f. Its embodiment of distinguishing characteristics of an architectural type valuable for the study of a period, type, method of construction, or use of indigenous materials;
- g. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, County, State or

- country;
- h. Its embodiment of design, detailing, materials, or craftsmanship that render it architecturally significant;
- i. Its embodiment of design elements that make it structurally or architecturally innovative;
- j. Its unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community or City;
- k. Its character as a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity or architectural significance;
- l. Its suitability for preservation or restoration; and
- m. Its potential to yield information important to history and prehistory.

2. Any structure, property, or area that meets one (1) or more of the above criteria shall also have sufficient integrity of location, design, materials, and workmanship to make it worthy of preservation or restoration.

- C. Public Hearing On Landmark Preservation Area And Historic Designations. A public hearing shall be held per the requirements of Section 405.02.020 of this Article.
- D. Determination By Planning Commission. Within sixty (60) days following close of the public hearing, the Planning Commission shall make a determination upon the evidence whether the nominated landmark or historic designation does or does not meet the criteria for designation. Such a determination shall be accompanied by a report stating the findings of the Planning Commission concerning the relationship between the criteria for designation of this Article and the nominated LPA or historic designation and all other information required by this Article.
- E. Appeal. Appeals and protests shall be in accordance with Section 405.02.190.
- F. Action By City Council. The City Council may within sixty (60) days after receiving the recommendation that the nominated landmark or historic designation be designated or receiving a written appeal, either reject the recommendation or written appeal by formal resolution or designate the landmark or historic designation by an ordinance. The City Council may hold a public hearing before enacting the resolution or ordinance and a written statement explaining the reasons for the action of the City Council shall accompany the ordinance.

- G. The Designation Ordinance. Upon designation, the landmark or historic designation shall be classified as an LPA, landmark preservation area, or H, historic designation, and the designating ordinance shall prescribe the significant exterior architectural features, the types of construction, alteration, demolition, and removal, other than those requiring a building or demolition permit that should be reviewed for appropriateness, the design guidelines for applying the criteria for review of appropriateness, permitted uses, special uses, height and area regulations, minimum dwelling size, floor area, lot size, sign regulation and parking regulations. The official Zoning Map of the City of Chesterfield shall be amended to show the location of the H, historic designation, or LPA, landmark preservation area.
- H. Interim Control. No municipal zoning authorization shall be issued for alteration, construction, demolition, or removal of a potential landmark or of alteration, construction, demolition, or removal of a potential landmark or of any property or structure identified as a potential historic designation, unless such alteration, removal or demolition is authorized by formal resolution of the City Council as necessary for public health, welfare or safety. In no event shall the delay be more than one hundred eighty (180) days.
- I. Amendment And Rescission Of Designation. Designation may be amended or rescinded upon petition to the City of Chesterfield and compliance with the same procedure and according to the same criteria set forth herein for designation.
- J. Applications For Certificates Of Appropriateness.
1. An application for a certificate of appropriateness must be made prior to applying for a demolition permit or a building permit affecting the exterior architectural appearance of any landmark or any structure within an historic designation, including but not limited to the following:
 - a. Any construction, alteration, or removal requiring a building permit from the City of Chesterfield;
 - b. Any demolition in whole or in part requiring a demolition permit from the City of Chesterfield;
 - c. Any construction, alteration, demolition or removal affecting a significant exterior architectural feature or appearance as specified in the ordinance designating the landmark or historic designation;
 - d. Any construction, alteration or removal involving earth-disturbing activities that might affect archaeological resources;
 - e. Any actions to correct a violation of a minimum maintenance

standard.

2. Applications for a certificate of appropriateness shall include accompanying plans and specifications affecting the exterior architectural appearance of a designated landmark or a property within a designated historic designation, and applications for building and demolition permits shall include plans and specifications for the contemplated use of the property. The Department shall forward applications for building and demolition permits to the Architecture Review Board (ARB). A building or demolition permit shall not be issued until a Certificate of Appropriateness has been issued.

Section 3. Section 405.02.110 D. 1. i of the City of Chesterfield Municipal Code shall be repealed and replaced as follows:

- i. Approximate location of any historical building within the boundary tract, as identified by the St. Louis County Historic Building Commission or the City of Chesterfield.

Section 4. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as whole, or any part thereof.

Section 4. The City Council, pursuant to the petition filed by the City of Chesterfield, in P.Z. 06-2024, requesting the amendment in Article 2 embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of August, 2024, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 5. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Section 8 of the City of Chesterfield Unified Development Code.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 09 /03/2024

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Barb McGuinness

Vice-Chair: Councilmember Michael Moore

NEXT MEETING

Next Meeting – October 1, 2024 – Budget Workshop – F&A Committee of the Whole (5:00pm)

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 Monachella

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 me prior to Tuesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

NEXT MEETING

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

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

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

OTHER LEGISLATION

- A. Amended Resolution No. 501 – Downtown Chesterfield SBD** – An Amended Resolution of the City Council of the City of Chesterfield, Missouri, stating its intention to establish the Downtown Chesterfield Special Business District. **(Voice Vote) Department of Planning recommends approval.**

City Council passed resolution #501, expressing their intent to establish the Downtown Chesterfield Business District at the 9/3/2024 Council meeting. This resolution also scheduled the SBD hearing on 9/18/2024, to be held immediately prior to the Council meeting which was originally scheduled for 9/18/2024. City Council subsequently re-scheduled tonight’s meeting, which impacts the published hearing notice. Due to the statutory requirements for notice now required due to the new meeting date, we need to re-advertise for the public hearing to now occur at the first meeting in October. As such, the proposed amendment addresses the new public hearing date referenced in Resolution #501. If you have any questions related to this issue, please contact Justin Wyse or me, prior to our Tuesday Council meeting.

- B. Proposed Bill No. 3520** – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission for improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive. **(First Reading) Department of Public Works recommends approval.**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

There is no new business scheduled for this meeting

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: September 17, 2024

RE: **Special Business District** – An amended resolution stating the intent to establish the Downtown Chesterfield Special Business District following receipt of a petition from a property owner within the proposed district.



Summary

On September 3, 2024 the City Council approved a notice of intent to hold a public hearing in consideration of establishment of a Special Business District for Downtown Chesterfield. After discussions with legal counsel, we are recommending that City Council adopt an amended resolution to ensure that there is no dispute over timing of notices sent since the City Council meeting was moved from September 18th to the 17th.

The proposed change will still, if approved, result in an election by the property owners in early 2025. An updated schedule is attached for your information. No changes to the petition have been received. As previously communication, the purpose of the SBD would be to provide a revenue source that would allow the City to provide additional services that are not currently provided by the City within the proposed district. This would include:

- A. Maintenance, repair, and replacement of streets, street lighting, bike paths, and pedestrian pathways;
- B. Maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- C. Security;
- D. Maintenance, repair and replacement of the public parking garage;
- E. Maintenance, repair and replacement of the public park including programming for marketing and events;
- F. Legal, insurance, administration, and financial oversight; and
- G. All other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

The attached resolution is required by the Revised Statutes of the State of Missouri to provide notice. It should be noted that the Resolution of Intent does not require or constitute approval of the SBD, but simply provides notice of consideration of establishment of the district.

Establishment of the SBD requires multiple steps and the attached resolution is an early step in the process. A draft schedule has been attached to show the steps required and potential dates for completion of each item. As illustrated in this schedule, we are at the beginning of what is estimated to be a four-month process to establish the district.

Attachments:

- 1) Amended Resolution of Intent
- 2) Draft SBD Establishment Schedule

RESOLUTION # _____

AN AMENDED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI, AMENDING RESOLUTION NO. 501 OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, MISSOURI; AND STATING ITS INTENTION TO ESTABLISH THE DOWNTOWN CHESTERFIELD SPECIAL BUSINESS DISTRICT.

WHEREAS, the City of Chesterfield, Missouri (the “City”), is a political subdivision duly organized and existing under the Constitution and laws of the State of Missouri; and

WHEREAS, upon petition by one or more owners of real property on which is paid the ad valorem real property taxes within a proposed special business district, the governing body of the City may adopt a resolution of intention to establish a special business district pursuant to the Special Business Districts Act, Sections 71.790 to 71.808 of the Revised Statutes of Missouri, as amended (the “SBD Act”), and

WHEREAS, the City has received a Petition to Establish the Downtown Chesterfield Special Business District (the “Petition”), filed by an owner of real property subject to real property taxes within the proposed boundaries of the Downtown Chesterfield Special Business District (the “District”), which Petition is attached hereto and incorporated herein by reference as Exhibit A, and

WHEREAS, on September 3, 2024, the City’s City Council (the “City Council”) adopted its Resolution No. 501, which is a resolution of intention to establish the District in accordance with the SBD Act (the “Resolution 501”), and

WHEREAS, the City Council desires to amend Resolution 501, to update the date and time of the public hearing described therein; and

WHEREAS, the City’s City Council (the “City Council”) desires to adopt an amended resolution of intention to establish the District in accordance with the SBD Act, which specifically changes the date and time of the public hearing.

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

1. The City Council hereby finds and states that except as stated herein, the provisions of Resolution 501 are hereby confirmed, approved, and affirmed.
2. In accordance with the SBD Act, the City Council states that it will hold a public hearing to consider the establishment of the District on Monday, October 7, 2024 at 7:00 p.m. at Chesterfield City Hall, 690 Chesterfield Parkway W, Chesterfield, Missouri 63017. In accordance with the SBD Act, the City Council shall cause notice of the public hearing to be published on two separate occasions in at least one newspaper of general circulation not more than fifteen days nor less than ten days before the public hearing; and shall cause to be mailed a notice by United States mail of the public hearing to all owners of record of real property and licensed businesses located in the proposed District. At the public hearing the City Council shall hear all

protests and receive evidence for or against the proposed action; rule upon all protests which determination shall be final; and continue the public hearing from time to time, all in accordance with the SBD Act.

3. The WHEREAS clauses of this Resolution are hereby incorporated herein by reference.
4. The Mayor of the City or his designated representatives are hereby authorized to take any and all actions as may be necessary and appropriate in order to carry out the matters herein authorized, with no such further action of the City Council being necessary to authorize such action by the Mayor or his designated representatives.
5. It is hereby declared to be the intention of the City Council that each and every part, section, and subsection of this Resolution shall be separate and severable from each and every other part, section, and subsection hereof and that the City Council intends to adopt each said part, section, and subsection separately and independently of any other part, section, and subsection. In the event that any part, section, or subsection of this Resolution shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections, and subsections shall be and remain in full force and effect, unless the court making such finding shall determine that the valid portions standing alone are incomplete and are incapable of being executed in accordance with the legislative intent.
6. This Resolution shall be in full force and effect from and after its passage and approval.

Passed and adopted this _____ day of _____, 2024.

Presiding Officer

Mayor

Attest:

City Clerk

EXHIBIT A

Petition

(Attached hereto.)

**PETITION TO THE CITY OF CHESTERFIELD, MISSOURI
TO ESTABLISH THE
DOWNTOWN CHESTERFIELD SPECIAL BUSINESS
DISTRICT**

Submitted July 22, 2024

**PETITION TO ESTABLISH THE DOWNTOWN
CHESTERFIELD SPECIAL BUSINESS DISTRICT**

To: The City Council, City of Chesterfield, Missouri (the "City", and the "Council"):

The undersigned, being an owner of real property subject to real property taxes and within the proposed boundaries of the Downtown Chesterfield Special Business District (the "**SBD**"), do hereby petition and request that the Council establish the SBD as described herein, pursuant to Sections 71.790 through 71.808 of the Revised Statutes of Missouri, as amended (the "**Act**").

1. Description of the SBD

A. Map of SBD Boundaries

A map illustrating the SBD boundaries is attached hereto as **EXHIBIT A**, and incorporated herein by reference.

B. Name of SBD

The name of the proposed special business district, to be established pursuant to the Act, will be the "Downtown Chesterfield Special Business District".

2. Purposes of the SBD

The SBD may generally provide for certain services and public improvements listed in the Act. The SBD's revenues may be put to use for all qualified and allowable expenditures allowed under the Act including, but not limited to:

- A. maintenance, repair, and replacement of streets, street lighting, bike paths, and pedestrian pathways;
- B. maintenance, repair, and replacement of landscaped center medians within City accepted streets, including irrigation (to the extent they are separable from systems serving other areas not to be maintained by the City);
- C. security;
- D. maintenance, repair and replacement of the public parking garage;
- E. maintenance, repair and replacement of the public park including programming for marketing and events;
- F. legal, insurance, administration, and financial oversight; and
- G. all other qualified and allowable expenditures of any other special district located within the City, established in accordance with the Special District Act.

All of the foregoing qualified and allowable expenditures shall be spent exclusively within the boundaries of the SBD, provided, however, that legal, insurance, administration, and financial oversight expenditures may be spent outside the boundaries of SBD so long as they directly relate to the geographical area of the SBD.

Also, the SBD may:

- A. Cooperate with other public agencies and with any industry or business located within the SBD in the implementation of projects within the SBD.

- B. Enter into agreements with any other public agency, any person, firm, or corporation to effect any of the provisions contained in the Act.
- C. Contract and be contracted with.
- D. Accept gifts, grants, loans, or contributions from the City, the State of Missouri, political subdivisions, foundations, other public or private agencies, individuals, partnerships or corporations.
- E. Employ or contract engineering, legal, technical, clerical, accountant, and other assistance as it may deem advisable.

3. Type of SBD

The SBD is a political subdivision of the State of Missouri with the power to impose a real property tax pursuant to the Act.

4. The SBD's Advisory Board

- A. In accordance with the Act, the Council will have sole discretion as to how the revenue derived from any tax to be imposed within the SBD, or any revenue derived from disposition of assets of the SBD, will be used within the scope of the purposes of the SBD, as described in this Petition to Establish the Downtown Chesterfield Special Business District (this "**Petition**") and the Act.
- B. In accordance with the Act, the Mayor of the City, with consent of the Council, will appoint a seven-member advisory board (the "**Board**"), in accordance with the qualifications as established by law and as set forth herein, to make recommendations as to the use of the SBD.
- C. *Qualifications*
 - i. Members of the Board must be at least 18 years of age.
 - ii. All seven members of the Board will be selected by the City, appointed by the Mayor, and consented to by the Council. Two of the seven members of the Board will be designees of TSG Downtown Chesterfield Redevelopment, LLC, a Missouri limited liability company, or its permitted successors or assigns in interest (under that certain Redevelopment Agreement for RPA-1 by and between the City and TSG Downtown Chesterfield Redevelopment, LLC dated as of March 1, 2024). The Mayor shall appoint, and the Council shall approve, the designees selected by TSG Downtown Chesterfield Redevelopment LLC, unless such designee shall have previously been properly removed from the Board in accordance with the process described in Section 4.F. below. Five of the seven members of the Board will be designees of the City.
- D. *Term of Office:* Each member of the Board will serve for a four-year term (except as provided herein with respect to the initial members), with terms expiring as of December 31st of the designated year or when their successors are appointed as provided herein, whichever is later.
- E. *Initial Members and Terms:* The initial members will be appointed for the terms set forth as follows: (a) one member will be appointed for a term expiring December 31, 2025; (b) two members will be appointed for a term expiring December 31, 2026; (c) two members

will be appointed for a term expiring December 31, 2027; and (d) two members will be appointed for a term expiring December 31, 2028.

- F. *Removal:* The Mayor, with consent of the Council, may remove any member of the Board for misconduct or neglect of duty upon written charges and after a public hearing.
- G. *Vacancies:* Vacancies on the Board occasioned by removal, resignation, expiration of term, or otherwise will be reported in writing to the City Administrator of the City by the Board. The vacancy will be filled in like manner as an original appointment. Appointments to fill vacancies will be for the unexpired portion of a term only.

5. Life of the SBD

The SBD will continue to exist and function until dissolved by an ordinance of the Council. If approved by qualified voters in accordance with Section 71.800 of the Act, the levy of tax on real property will go into effect in the tax year in which the election is held, and will remain in effect until repealed in accordance with the Act.

6. Maximum Rates and the Method of Assessment

The ballot question will be in substantially the following form:

Shall the special business district of the Downtown Chesterfield Special Business District ("**SBD**") be authorized to impose a tax on owners of real property in a sum not to exceed \$0.85 per \$100 assessed valuation on real property, tracts, lots, or parcels of real property for the purpose of providing revenue to the SBD. For purposes of property receiving tax abatement, the assessed value for each is at the current rate until abatement ends. The amount levied annually will be set by the City Council of the City of Chesterfield, Missouri each calendar year by resolution of the City Council of the City of Chesterfield, Missouri.

7. Limitations on Revenue Generations

The SBD will have no additional authority to levy taxes except as provided herein, or as provided by amendments to this Petition.

8. Reports and Meetings

The SBD will comply with requirements of reporting and meetings described in Section 67.1471 of the Revised Statutes of Missouri, as amended. Meetings will be open to the public.

9. Severability

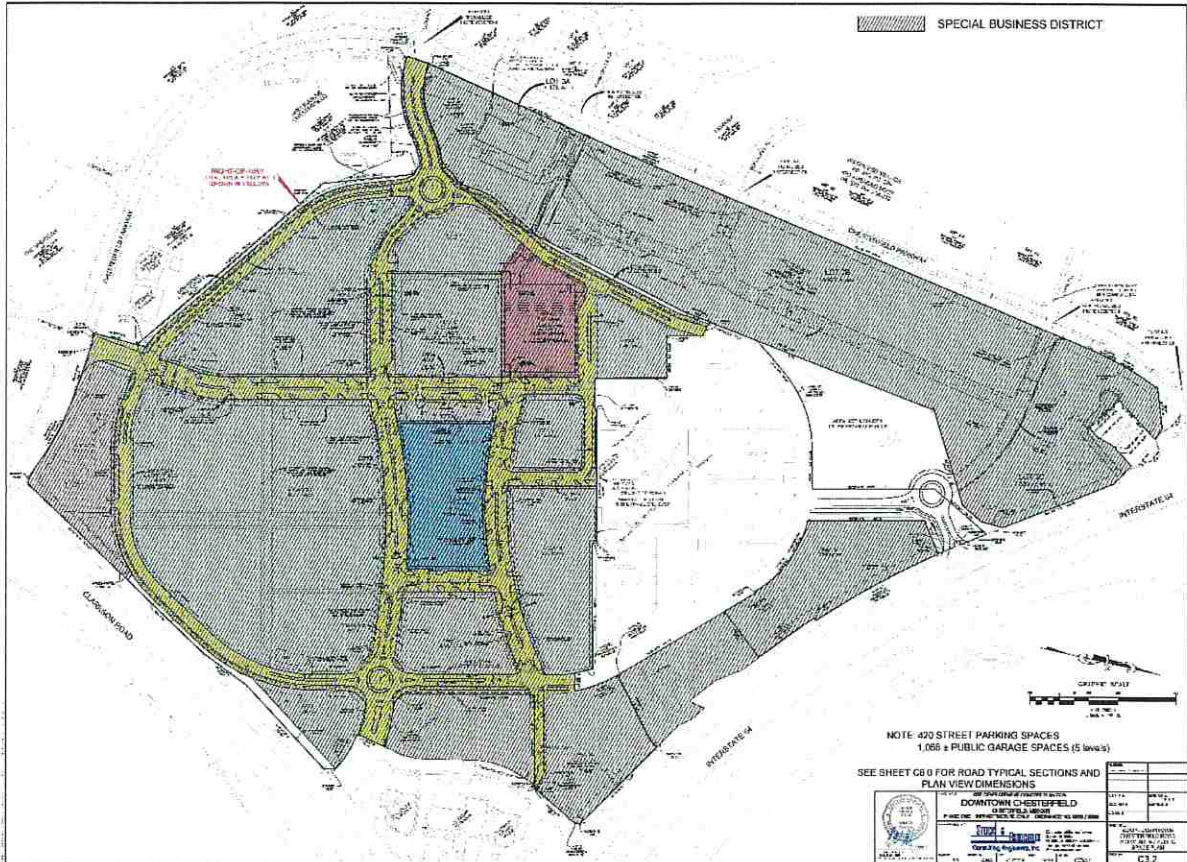
If any provision of this Petition is held or deemed to be invalid, inoperative, or unenforceable as applied in any particular case, or in all cases, because it conflicts with any other provision or provisions of this Petition or for any other reason, such circumstances will not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision contained in this Petition invalid, inoperative, or unenforceable to any extent whatsoever.

TSG Downtown Chesterfield Redevelopment, LLC,
a Missouri limited liability company

By: _____
Michael H. Staenberg
Manager

EXHIBIT A

Map of SBD Boundaries



No.	Task	Statutory Authority	Proposed Dates¹	Assigned To
1	Petition by “one or more owners of real property on which is paid the ad valorem real property taxes within the proposed district” filed with the City of Chesterfield, Missouri (the “City”) to adopt a resolution of intention to establish the Downtown Chesterfield Special Business District (“SBD”)	71.794.(1), RSMo.	Filed 7/22/24	TSG
2	City submits resolution to City Council for 9/17/24 meeting		By 5 p.m. on 9/11/24	Planning
3	The City Council may adopt a resolution declaring its intention to establish the SBD, which resolution must contain specifics required by statute	71.794.(1), RSMo.	9/17/2024	Planning
4	Publication proof submitted for SBD public hearing notice in general circulation newspaper (The Countian publishes every day)		9/18/2024 by 11 a.m.	Planning
5	The City Council shall mail a notice by certified mail of the hearing to all owners of record of real property and licensed businesses located in the proposed district	71.794.(2), RSMo.	9/23/2024 Not more than 15 days nor less than 10 days before the hearing date	Planning
6	Publication of first SBD public hearing notice in general circulation newspaper	71.794.(2), RSMo.	9/23/2024 Not more than 15 days nor less than 10 days before the hearing date.	Planning
7	Publication of second SBD public hearing notice in general circulation newspaper	71.794.(2), RSMo.	9/24/2024 Not more than 15 days nor less than ten days before the hearing date.	Planning
8	The City shall conduct a survey and investigation. ²	71.792, RSMo.	By 9/30/24	MOG
9	A written report of the survey and investigation shall be filed in the office of the City Clerk and shall be available for public inspection.	71.792, RSMo.	By 9/30/24	MOG
10	City Council holds formation public hearing ³		10/7/2024	Planning
11	City Council gives first reading of ordinance establishing the SBD ⁴		10/7/2024	Planning

No.	Task	Statutory Authority	Proposed Dates¹	Assigned To
12	City Council gives second reading and adopts ordinance establishing the SBD ⁵ , which, among other things, states the initial rate of levy to be imposed upon the property lying within the boundaries of the district ⁶ , and orders election of qualified voters to approve the property tax. ⁷ The order shall state the election date as 4/15/25.	71.792, RSMo., 71.794.(4), RSMo., & 71.800.5	1/6/2025	Planning
13	Record ordinance.		1/7/2025	Planning
14	City Council requests mail-in election for imposition of property tax from election authority		1/7/2025	City Clerk
15	To determine qualified voters, City Clerk to request registered voter check from the St. Louis County Board of Elections for RPA-1A & B		1/7/2025	City Clerk
16	To determine qualified voters, City Clerk to check St. Louis County, Missouri land records for RPA-1A & B		1/7/2025	City Clerk
17	City Clerk mails by certified mail notice of the mail-in election and opportunity to apply for mail-in ballot to all qualified voters	71.800.6, RSMo.	1/15/2025	City Clerk
18	City Clerk to verify list of qualified voters is still accurate and submit notice of the mail-in election and opportunity to apply for mail-in ballot by certified mail to any newly identified qualified voters		1/22/2025	City Clerk
19	Persons entitled to apply for a ballot ⁸ apply for mail-in ballot.	71.800.6(1), RSMo. & 71.800.6(4), RSMo.	By 2/4/25 Per 71.800.6(4), no person shall apply for such ballot later than the fourth Tuesday before the date for mailing ballots specified in the ordinance	City Clerk
20	City Clerk to verify list of qualified voters is still accurate		3/4/2025	City Clerk

No.	Task	Statutory Authority	Proposed Dates¹	Assigned To
21	The City Clerk mails a ballot to each applicant of the district along with a return addressed envelope directed to the City Clerk's office with a sworn affidavit on the reverse side of such envelope for the voter's signature ⁹	71.800.7,RSMo. & 71.800.5, RSMo.	3/4/2025 Per, 71.800.5, the ordinance shall specify a date on which ballots for the election shall be mailed. Such date shall be a Tuesday, and shall not be earlier than the eighth Tuesday from the issuance of the order, nor later than August 15th of the year the order is issued and shall not be on the same day as an election conducted under the provisions of Chapter 115	City Clerk
22	Voted ballots shall be returned to the City Clerk's office by mail or hand delivery	71.800.10, RSMo.	4/15/2025 No later than 5:00 p.m. on the sixth Tuesday after the date for mailing the ballots as set forth in the ordinance	City Clerk
23	City Clerk transmits all voted ballots to a team of judges (that the City Clerk selects) of not less than 4, with an equal number from each of the two major political parties	71.800.10, RSMo.	4/15/2025	City Clerk
24	Upon receipt of the voted ballots the judges shall verify the authenticity of the ballots, canvass the votes, and certify the results	71.800.10, RSMo.	Certification by 4/29/25 Certification by the election judges shall be final and shall be immediately transmitted to the governing body.	City Clerk
25	If approved, the property tax is effective for the tax year in which the election is held	71.800.11, RSMo.		Planning
26	City to transmit election results to St. Louis County Assessor		Immediately following receipt of certification	Planning

- 1 "Proposed Dates" are a best case scenario and, among other things, are reliant on the working group's cooperation.
- 2 The cost of the survey and investigation shall be included as a part of the cost of establishing the business district. 71.792, RSMo.
- 3 Should the City Council decide to change the boundaries of the proposed District, the hearing shall be continued 15 days from said decision and notice of such continued hearing shall comply with 71.794.(3).
- 4 Proposed schedule assumes City Council will conduct the first reading on same day as public hearing. To be confirmed with City Council.
- 5 Proposed schedule assumes ordinance becomes effective on date of final passage. To be confirmed with City Council.
- 6 Such property tax is subject to a majority of qualified voters voting in favor of such imposition of the tax pursuant to a mail-in election held in accordance with 71.800, RSMo.
- 7 The ordinance adopted by the City Council shall "order" the election and specify the date when such election will be held/ballots mailed. 71.800.5, RSMo.
Per 71.900.6(1), "[p]ersons entitled to apply for a ballot in an election to approve a property tax imposed pursuant to subsection 1 ... of this section shall be: (a) [a] resident individual of the district; or (b) [a] person, including an individual, partnership, limited partnership, corporation, estate, or trust, which owns real property within the special business district.
- 8
- 9 71.800.7, RSMo. provides the form for the affidavit.

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: September 6, 2024

RE: Highcroft Drive Reconstruction – Program Agreement

On September 5, 2024 the City of Chesterfield was formally notified that its grant application for the reconstruction of Highcroft Drive from Baxter Road to Schoettler Valley Drive has been approved. Specifically, this Surface Transportation Block Grant (STBG) will fund up to \$1,916,600 of the estimated \$2,738,000 project cost. The anticipated schedule is engineering design in 2025, right of way acquisition in 2026, and construction in 2028. The Department of Public Works budget submittal anticipated this successful grant application and includes \$303,000 for engineering design, of which \$212,100 will be funded through the grant and \$90,900 will be funded by the City’s Capital Projects Fund. Please note that this grant submittal was previously authorized by the Planning and Public Works Committee of City Council.

Assuming that City Council approves the Program Agreement we will issue a Request for Proposals (RFP) for engineering design services and construction engineering services after receiving concurrence from MODOT. Once a consultant has been selected, we will negotiate a scope and fee which will be submitted to City Council for approval in early 2025. The scope of the engineering design services will include public engagement. At a minimum, engagement will include an open house where Staff and the chosen consultant will receive input on the preliminary project design including potential geometric and sign changes at the intersections within the project limits. Please note that while the project is called Highcroft Drive Reconstruction, it also includes the portion of Old Baxter Road between Baxter Road and Highcroft Drive (adjacent to Eberwein Park).

As stated above, all costs for this project have been included in the Public Works Department’s submittal of the 2025 Capital Projects Budget. Should you have questions or require additional information, please let me know.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should City Council concur with Staff's recommendation it should recommend approval of the attached ordinance authorizing approval of the Surface Transportation Block Grant Program Agreement with the Missouri Highways and Traffic Commission.



Memorandum

TO: James Eckrich, PE
Director of Public Works / City Engineer

FROM: Anjana Kittu, PE *ATK*
Civil Engineer

DATE: September 5, 2024

RE: Highcroft Drive/Old Baxter Road Improvements
City Capital Project #: 2024-PW-11
Federal Project #: STBG-5410(638)
MoDOT Program Agreement Ordinance

As you are aware, the City of Chesterfield was recently awarded a Surface Transportation Block Grant (STBG) in an amount up to \$1,916,600 for the improvements to Highcroft Drive and Old Baxter Road. The project limits are Old Baxter Road from Baxter Road to Old Baxter Road (adjacent to Eberwein Park) and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive. The total estimated project cost is \$2,738,000, of which \$821,400 will be City funded. Project design is scheduled to start in 2025, right-of-way acquisition in 2026, and construction in 2028.

In order to officially obligate the federal funding for this project the City of Chesterfield needs to enter into a Program Agreement with the Missouri Highways and Transportation Commission (MoDOT). The agreement is similar to other federal grant agreements the City has previously entered, and it must be authorized via City ordinance.

I recommend presenting this matter to City Council for approval of the attached Ordinance authorizing the Program Agreement. MoDOT has revised its procedures and now uses DocuSign to execute all agreements. Therefore, assuming Council approval, the Program Agreement will be sent to Mr. Geisel, Ms. McGownd, and Mr. Graville in DocuSign for their digital signatures. The Agreement will then be executed by MoDOT, and a fully executed copy of the Agreement will be sent to the City.

Attachments: Draft Ordinance
Program Agreement from MODOT
Approval Letter from East-West Gateway



EAST-WEST GATEWAY
Council of Governments

Creating Solutions Across Jurisdictional Boundaries

Chair

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September 5, 2024

James A. Eckrich, P.E.
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Dear Mr. Eckrich:

The East-West Gateway Council of Governments' Board of Directors approved the Final FY 2025-2028 Transportation Improvement Program (TIP) at its August 28, 2024 meeting. The following project(s) submitted by your agency are included in the program:

Highcroft Dr/Old Baxter Rd - Baxter Road to Schoettler Valley Drive - Resurfacing - Repair Curb/Gutter - Replace Sidewalk (5') - (TIP# 7349A-25)

MoDOT Local Roads will soon be sending federal-aid program agreement(s) for each new project. Details regarding the date, time, and location of MoDOT's Project Implementation Workshops will be provided in future correspondence.

If you have any questions regarding the approved projects, please contact me at melissa.theiss@ewgateway.org.

Sincerely,

Melissa Theiss

Melissa Theiss
Transportation Improvement Program Coordinator

Gateway Tower
One Memorial Drive, Suite 1600
St. Louis, MO 63102-2451

314-421-4220
618-274-2750
Fax 314-231-6120

webmaster@ewgateway.org
www.ewgateway.org

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS TO OLD BAXTER ROAD FROM BAXTER ROAD TO OLD BAXTER ROAD AND HIGHCROFT DRIVE FROM OLD BAXTER ROAD TO SCHOETTLER VALLEY DRIVE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the improvements to Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive; and,

WHEREAS, in order to proceed with the project, STBG-5410(638), 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 improvements on Old Baxter Road from Baxter Road to Old Baxter Road and Highcroft Drive from Old Baxter Road to Schoettler Valley Drive, 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 _____, 2024.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/24 (TLP)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5410(638)
Award Year: 2025
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(638) involves:

Reconstruction, resurfacing, curb and gutter repairs and sidewalk replacement.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5410(638) 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:

Old Baxter Road between Baxter Road and Old Baxter Road and Highcroft Drive from Old Baxter Road to near Schoettler Valley 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: To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(9) INSURANCE:

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

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

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

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

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

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

of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(12) ACQUISITION OF RIGHT OF WAY: 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.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,916,600. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there

is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

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

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

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-5410(638) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

(18) 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.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two 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.

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

the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

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

(23) AUDIT REQUIREMENTS: If the City 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.

(24) 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.

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

(26) 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.

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

(28) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may

designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

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

- (A) To the City:
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.

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

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 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 (30) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the 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.

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

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

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

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By _____
Title _____

Ordinance No: _____

Exhibit A - Location of Project

ATTACHMENT A1

HIGHCROFT DRIVE/OLD BAXTER ROAD IMPROVEMENTS PROJECT - LOCATION MAP



Exhibit B – Project Schedule

Project Description: STBG-5410(638) Highcroft Drive and Old Baxter Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2024	10/2024	1
Execute agreement (project sponsor and DOT)	11/2024	01/2025	3
Engineering services contract submitted and approved*	01/2025	04/2025	3
Obtain environmental clearances (106, CE2, T&E, etc.)	04/2025	10/2025	6
Public meeting/hearing	10/2025	10/2025	1
Develop and submit preliminary plans	04/2025	11/2025	7
Preliminary plans approved	11/2025	02/2026	3
Develop and submit right-of-way plans	11/2025	01/2026	2
Review and approval of right-of-way plans	01/2026	04/2026	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	04/2026	07/2026	3
Right-of-way acquisition	07/2026	03/2027	8
Utility coordination	11/2025	11/2026	12
Develop and submit PS&E	03/2026	05/2027	15
District approval of PS&E/advertise for bids*	05/2027	11/2027	6
Submit and receive bids for review and approval	11/2027	02/2028	4
Project implementation/construction	02/2028	12/2028	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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

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

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

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

3. Withholding for unpaid wages and liquidated damages

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

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

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

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

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

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

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

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

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

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

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

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

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

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

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

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

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

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

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

**CITY OF CHESTERFIELD - PUBLIC NOTICE
EXECUTIVE SESSION (CLOSED MEETING)
TUESDAY, SEPTEMBER 17 2024**

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Tuesday, September 17, 2024, which itself is scheduled to begin at 6:00 PM.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, their City Attorney, and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

RSMo 610.021 (2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor