



**CITY OF CHESTERFIELD
PLANNING AND PUBLIC WORKS COMMITTEE**

**THURSDAY, SEPTEMBER 18, 2025
5:30 P.M.**

CONFERENCE ROOM 101

I. APPROVAL OF MEETING SUMMARY

A. Approval of the September 4, 2025 Planning and Public Works Meeting Summary

II. UNFINISHED BUSINESS

III. NEW BUSINESS

A. Board of Adjustment – Alternate Member Interview

B. Ladue Farm Road Bridge – Program Agreement

C. Schoettler Road High Water Warning System – Update

IV. OTHER

V. ADJOURNMENT

Note: The Planning and Public Works Committee 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.

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



RECORD OF PROCEEDING

MEETING OF THE PLANNING AND PUBLIC WORKS COMMITTEE CHESTERFIELD CITY HALL 690 CHESTERFIELD PARKWAY WEST CONFERENCE ROOM 101

September 4, 2025

Chairperson Hansen called the meeting to order at 5:30 p.m.

PRESENT

Mayor Dan Hurt
Chairperson Hansen, Ward IV
Council Committee Member Mary Monachella, Ward I
Council Committee Member Mary Ann Mastorakos, Ward II
Council Committee Member Lane Koch, Ward III
Justin Wyse, Director of Planning
James Eckrich, Director of Public Works/City Engineer
Theresa Barnicle, Executive Assistant
Dr. Rob Rodermund

ABSENT

APPROVAL OF MINUTES

Councilmember Koch made a motion, seconded by Councilmember Monachella, to approve the August 21, 2025 Planning and Public Works Committee Meeting Minutes. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Planning Commission Nominee Interview-CONFIDENTIAL

Councilmember Mastorakos made a motion, seconded by Councilmember Monachella, to approve Dr. Rob Rodermund to the Planning Commission following confirmation from the City Attorney on eligibility, and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Intradepartmental Allocation of Budgeted Funding

James Eckrich, Director of Public Works/City Engineer presented a proposal for a two-year trial policy aimed at increasing flexibility in budgeting. While the purchasing policy allows interfund transfers, the City has historically not allowed the use of personnel funds for this purpose. However, due to staffing shortages, Mr. Eckrich stated it that would be beneficial to be able to relocate these funds, within division, for contractual purposes. Chair Hansen and Councilmember Monachella questioned the two-year period. Mr. Eckrich responded that since this is a change in policy it will ultimately require a modification to the Purchasing Plan and/or a formal Council Policy. He stated it was his opinion and the opinion of the City Administrator that Council would feel more comfortable implementing the policy for a trial period before making a formal modification. Councilmember Masorakos stated that she concurred and supported the trial period.

Councilmember Koch noted her support for the proposal, citing the benefits of subcontracting in times of staffing shortages, including the use of experienced contractual personnel for specific purposes.

Concerns were raised about the impact on future personnel in budget. Mr. Eckrich explained that the City would continue to budget for full staffing, and that this proposal allows for the use of those funds for contractual purposes if sufficient staff is not available to perform the necessary work. Mr. Eckrich ensured Committee members that efficiency and accountability are paramount, stressing the importance of streamlining staff work and effective budget management by department heads.

Councilmember Koch made a motion, seconded by Councilmember Monachella, to recommend approval of the Intradepartmental Allocation of Budgeted Funding presented by Mr. Eckrich and to forward same to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Supplemental Tree Removal

Mr. Eckrich introduced the need for an additional \$85,000 in funding for tree removal contracts due to damage caused by major storms, noting that the existing allocation will soon be exhausted and the City needs to remove approximately 60 additional trees this year. While existing funds in the 072 division can accommodate this expenditure, it requires City Council authorization. Councilmember Koch questioned what percentage of a tree needed to be dead to consider removal. Mr. Eckrich stated that it varies and that Street Trees are assessed by the City Arborist. Mr. Eckrich explained the difference between street trees and private trees, and that dead / dying / hazardous street trees expose the City to liability once problems are known. Additional discussion was held with the Committee in support of this proposal.

Councilmember Koch made a motion, seconded by Councilmember Mastorakos, to recommend the allocation of \$85,000 within the 072 budget for

supplemental tree removal and to forward same to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

Proposed 2026 Meeting Schedule

Director of Planning Justin Wyse noted to the committee that attachment III.D 2026 Proposed Meeting Schedule included in their original packets was incorrect, and provided updated documents for Committee review. He explained that the proposed 2026 schedule is properly aligned with City Council meetings to minimize delays in moving items forward to City Council. General discussion was held with the Committee supporting the modified schedule.

Councilmember Mastorakos made a motion, seconded by Councilmember Koch, to approve the Planning and Public Works 2026 Meeting Schedule. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

UNFINISHED BUSINESS

Mayor Hurt informed the committee of a current vacancy on the Architectural Review Board for a landscape architect and encouraged members to share the opportunity if they know anyone who might be interested in serving.

ADJOURNMENT

The meeting was adjourned at 6:22 p.m.

Respectfully submitted:

Justin Wyse
Director of Planning

Jim Eckrich
Director of Public Works

Theresa Barnicle
Executive Assistant

Date Approved: _____

Memorandum

Department of Public Works



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

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

DATE: September 9, 2025

RE: Ladue Farm Road Bridge – Program Agreement

The Ladue Farm Road Bridge, originally constructed in 1978, is one of 14 City-maintained structures that are on the National Bridge Inventory. The Missouri Department of Transportation (MoDOT) conducts a biennial inspection of these structures, with the most recent inspection resulting in an overall rating of four, which is considered poor. This poor rating made the bridge eligible for grant funding administered through the East-West Gateway Council of Governments (EWG). Accordingly, in February of 2025 the City Engineering Staff submitted a grant application to partially fund the reconstruction of the Ladue Farm Road Bridge. That application has been approved by East West Gateway, and the City was recently notified of acceptance of the grant. The next step is authorization of an STBG Off-System Bridge Program Agreement, as detailed in the attached memorandum from Senior Civil Engineer Jeff Paskiewicz.



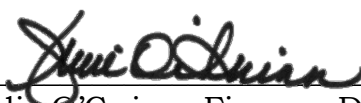
The Surface Transportation Block Grant (STBG) will fund up to \$1,575,920 of the estimated total project cost of \$2,227,900. This results in local (City) funding of only \$651,980. Design of the project was previously approved by City Council and is currently underway. If the Program Agreement is approved, right of way acquisition will commence in 2026 and the bridge will be scheduled for reconstruction in 2028. As the bridge is the only means of access to the Ladue Farm subdivision, the new bridge will be designed to accommodate traffic during construction.

A total project cost breakdown, including grant funding, is shown below:

Phase of Work ⁸	Starting Federal Fiscal Year ⁹	Total Phase Cost	Federal Funds Requested	Sponsor Share	Sponsor Share Percentage
PE / Planning / Environmental Studies	FY 2025	\$ 258,000	\$ 0	\$ 258,000	100.00%
Right-of-Way (ROW)	FY 2026	\$ 20,000	\$ 16,000	\$ 4,000	20.00%
Construction Engineering	FY 2028	\$ 144,000	\$ 115,200	\$ 28,800	20.00%
Construction / Implementation	FY 2028	\$ 1,805,900	\$ 1,444,720	\$ 361,180	20.00%
TOTAL PROJECT COST		\$ 2,227,900	\$ 1,575,920	\$ 651,980	29.26%

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should PPW concur with the recommendation of the Public Works Director, it should recommend approval of the attached ordinance authorizing the City Administrator to execute a Bridge Program Agreement with the Missouri Highway and Transportation Committee for the replacement of the Ladue Farm Road Bridge.

Concurrence: 
Julie O'Guinn, Finance Director

Please forward to PPW for their review and recommendation to the full City Council.

 **2025-9-9**



Memorandum

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

FROM: Jeff Paskiewicz, Senior Civil Engineer *JSP*

DATE: September 8, 2025

RE: Ladue Farm Road Bridge Replacement
City Capital Project #: 2024-PW-10
Federal Project #: BRO-R096(002)
MoDOT Program Agreement Ordinance

As you are aware, the City of Chesterfield was recently awarded a Surface Transportation Block Grant (STBG) in the amount up to \$1,575,920 for the replacement of the Ladue Farm Road Bridge. See attached project map for location of bridge. The total estimated project cost is \$2,227,900 of which \$651,980 will be locally funded. Design of the project is currently underway and right of way acquisition will begin in 2026 with construction anticipated in 2028.

To officially obligate the federal funding for this project, the City of Chesterfield must enter into an Off-System Bridge Program Agreement with the Missouri Highways and Transportation Commission. The agreement is similar to previous federal grant agreements the City has previously entered and must be authorized via ordinance.

I recommend presenting this matter to City Council for approval of the attached ordinance authorizing the STBG Off-System Bridge Program Agreement

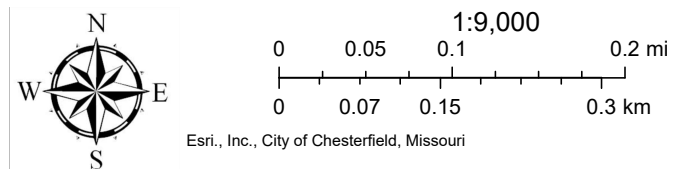
Please note that MoDOT is now exclusively using DocuSign and the agreement must be signed electronically. After City Council approval, Staff will coordinate with the City Administrator, City Clerk, and the City Attorney and provide directions on how to utilize DocuSign. After the agreement is signed in DocuSign by all parties, MoDOT will supply the City with a fully executed agreement.

City of Chesterfield Ladue Farm Road Bridge Replacement



4/4/2024, 8:02:57 AM

 Parcels



BILL NO. _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
AN OFF-SYSTEM BRIDGE PROGRAM AGREEMENT WITH THE MISSOURI
HIGHWAYS AND TRANSPORTATION COMMISSION FOR THE
REPLACEMENT OF THE LADUE FARM ROAD BRIDGE.**

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the replacement of the Ladue Farm Road Bridge; and,

WHEREAS, in order to proceed with the project, BRO-R096(002), the City needs to enter into an Off-System Bridge 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 and enter into an Agreement with the Missouri Highways and Transportation Commission relative to the replacement of the Ladue Farm Road Bridge, 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 _____, 2025.

PRESIDING OFFICER

Dan Hurt, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: __/__/__

CCO Form: FS13
Approved: (DPP)
Revised: 07/25 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRO-096(002)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield, a municipal corporation in the State of Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Infrastructure Investment and Jobs Act (IIJA), Title 23 United States Code (USC) §133, §144 and title VIII of division J, Public Law No. 117-58, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the City desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 USC §133, §144 and title VIII of division J, Public Law No. 117-58, and applicable federal directives.

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

(1) PURPOSE: The improvement contemplated by this Agreement and designated as Project BRO-R096(002) by the Commission is on CART/County Road in St. Louis County. The length of this improvement is 0.05 mile(s). This improvement involves a bridge which has been inventoried by the City or Commission in accordance with 23 USC §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Ladue Farm Road Bridge over Maryville Creek. Bridge number 0793003.

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

(5) INSURANCE:

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

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

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

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

(6) MAINTENANCE: Upon completion of this improvement, the City shall accept control and maintenance of the improved road as a part of its road system and at

its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

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

(8) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(9) 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 this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 USC §4601-§4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with that Act. However, upon written request by the City and 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 by the FHWA, the Commission will file copies of said plans in the office of the County Clerk; and in the office of the Circuit Clerk for that County if condemnation of any necessary right of way is required for the construction of the improvement contemplated here in. 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.

(10) PERMITS: The City shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(11) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of

the USDOT and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in Title 49 Code of Federal Regulations (CFR) Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (12) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(13) 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.

(14) INSPECTION OF PERFORMANCE: The City shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

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

(16) 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.

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

Any federal funds for project activities shall only be available for reimbursement of eligible costs that 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. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata shares for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. 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.

(18) 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.

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

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

(21) 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.

(22) 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.

(23) 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.

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

(25) 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.

(26) 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.

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

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

Remainder of Page Intentionally Left Blank

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

Executed by the City on _____(date).

Executed by the Commission on _____(date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

By:_____

By:_____

Title:_____

Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____

Attachment A1



Exhibit B – Project Schedule

Project Description: BRO-096(002) Ladue Farm Road Bridge

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive award notification letter from EWG	10/2025	10/2025	1
Execute agreement (project sponsor and DOT)	10/2025	02/2026	4
Engineering services contract submitted and approved*			
Environmental review process – NEPA classification and clearance	05/2025	04/2026	11
Public meeting/hearing	04/2026	06/2026	2
Develop and submit preliminary plans	01/2025	03/2026	14
Preliminary plans approved	03/2026	05/2026	2
Develop and submit right-of-way plans	03/2026	04/2026	1
Review and approval of right-of-way plans	04/2026	06/2026	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	06/2026	09/2026	3
Right-of-way acquisition	10/2026	04/2027	6
Utility coordination	05/2025	05/2026	12
Develop and submit PS&E	05/2026	05/2027	12
District review and approval of PS&E*	06/2027	10/2027	4
Advertise for bids/bid letting/bid concurrence	10/2027	02/2028	4
Project implementation/construction	03/2028	11/2028	8
* Finish date must match fiscal year for each milestone shown in bold text.			

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

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to push this date back.