



**AGENDA**  
**PARKS, RECREATION AND ARTS COMMITTEE**  
**OF COUNCIL MEETING**  
City Hall, 690 Chesterfield Parkway West, Room  
102-103  
Monday, August 11, 2025  
4:00 PM

**I. APPROVAL OF MEETING SUMMARY**

A. July 21, 2025

**II. NEW BUSINESS**

A. FGMA Professionals Services Contract for the Chesterfield Family Aquatic Center - Vote Required

B. Street Pole Banners - Vote Required

C. Municipal Parks Grant - Round 26 - Vote Required

**III. UNFINISHED BUSINESS**

**IV. ADJOURNMENT**

**NOTE:** The Parks, Recreation & Arts Committee of 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.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE PARKS, RECREATION & ARTS COMMITTEE OF COUNCIL MEETING SHOULD CONTACT ANN-MARIE STAGOSKI AT (636)812-9501 AT LEAST TWO (2) BUSINESS DAYS PRIOR TO THE MEETING.



## **RECORD OF PROCEEDING**

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### **MEETING OF THE PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL CHESTERFIELD CITY HALL 690 CHESTERFIELD PARKWAY WEST CONFERENCE ROOM 101**

**July 21, 2025**

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Chairperson Mastorakos called the meeting to order at 4:30 p.m.

#### PRESENT

Chairperson Mastorakos, Ward II  
Council Committee Member Barb McGuinness, Ward I  
Council Committee Member Michael Moore, Ward III  
Council Committee Member Hansen, Ward IV  
Councilmembers Tocco and Koch  
Director of Parks, Wayne Dunker  
Superintendent of Recreation, Kari Johnson  
Superintendent of Arts and Entertainment, Jason Baucom  
Office Coordinator, Ann-Marie Stagoski  
BLA representatives

#### ABSENT

#### **APPROVAL OF MINUTES**

Councilmember McGuinness made a motion, seconded by Councilmember Moore, to approve the June 16, 2025 Parks, Recreation and Arts Committee Meeting Minutes. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed.

#### **Art Piece**

Superintendent Baucom explained that the art piece Synergism, being offered for a donation, would include all in cost of \$75,800 which would include a 10% contingency for unforeseen repair costs. This included moving, repair costs, insurance, and engineering stamp (which certifies it meets standards and will withstand severe weather). It will also be placed on a two-foot-thick pier with

rebar. Estimated time to complete repairs is several months. The piece will be appraised and put on the City's insurance. The piece weighs approximately three tons and will be displayed with an informative sign. The Parks, Recreation and Arts Citizens Advisory Committee was overly enthused with the opportunity. David and Joe from BLA were in attendance to answer questions regarding the repair and relocation process.

Councilmember McGuinness made a motion, seconded by Councilmember Hansen, to approve the artwork acquisition Synergism and transfer up to \$80,000 from Parks Fund Fund Reserve to 119-084-5299 and forward to City Council. A vote was taken with a unanimous affirmative result (4,0), and the motion was declared passed

### **Street Pole Banners**

A team was formed with members from each department of the City represented to formulate layout, color scheme, keywords and other elements of replacement street pole banners which are budgeted in the 2025 budget. There are currently 73 double banner and 28 single-banner locations. Banners are 75" by 23" and double-sided. Feedback from designs presented included the agreement on the action words, striving for more diversity in the photos, adding a photo of a veteran, and the color on the "community" banner wording was challenging to read. Additional requests were to change the "thrive" photo, more color contrast so they are easier to read, change fonts on "Committed to Excellence", and try the word "Excellence" alone.

Consensus was that the committee should come back to the August 11 meeting with revisions.

### **UNFINISHED BUSINESS**

There was no unfinished business.

### **ADJOURNMENT**

The meeting was adjourned at 5:29 p.m.

Respectfully submitted:

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Wayne Dunker  
Director of Parks, Recreation & Arts

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Ann-Marie Stagoski  
Office Coordinator

Approved: 2025-08-11



# Memorandum

To: Mike Geisel, City Administrator  
From: Wayne Dunker, Parks, Recreation & Arts Director *Wayne Dunker*  
Date: 8/7/25  
Subject: Chesterfield Aquatic Facility Replacement Proposal

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As approved and directed by City Council, City Staff solicited proposals for the public engagement and development of aquatic facility concept plans as previously described in the "strategy" document.

In March, staff sent out a Request for Proposals (RFP) for public engagement, design services, cost estimating, and financing recommendations for the ultimate replacement/reconstruction of the Chesterfield Family Aquatic Center. Seven proposals were submitted, a short list created, and subsequently three finalist teams were shortlisted and interviewed. Based upon our collective interviews and scoring, we subsequently negotiated a scope of work and fee estimate with the FGM, as the most qualified to perform the required professional services as detailed in the attached documents.

## Action Recommended

Staff recommends that this action item be forwarded to the PR&A Committee for their review and recommendation. Should the PRA Committee of Council concur with Staff's recommendation the proposal would be forwarded to the full City Council at their meeting on August 18, 2025. If the City Council concurs, they should authorize the City Administrator to execute a contract with FGM Architects at which time a budget amendment will be made from Parks Fund, Fund Reserve in the amount of \$596,000. This agreement is fully consistent with the approved strategy, which is also attached for your convenience and reference. This scope of services will progress through the public engagement process, produce multiple alternatives, also consider a "remove and restore alternative", provide cost estimates, and provide advice as to how the City would finance the project.

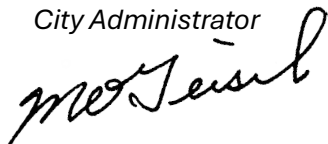
At the present time, it is anticipated that the existing aquatic facility will be taken out of service at the end of 2026, and would not re-open in 2027. If Council approves the replacement and if financing is successful, the new facility could open as soon as the 2028 summer season.

**PLEASE FORWARD TO PR&A FOR THEIR REVIEW AND CONSIDERATION, APPROVAL OF PROFESSIONAL SERVICES AGREEMENT AND BUDGETARY TRANSFER.**

*Mike Geisel* 2025-8-8

Mike Geisel

City Administrator



690 Chesterfield Pkwy W

Chesterfield MO 63017

Phone 636-537-4711

Fax 636-537-4798

**TO: Mayor and City Council**

**Date: June 21, 2024**

**RE: Chesterfield Aquatic Facility Replacement Strategy**

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One of Council's established goals and objectives for 2024 was to create and present a proposed strategy for moving forward with the desired demolition and replacement of the aged City Aquatic facility. This memo includes the strategy for "how we can get there".

The City previously funded a statistically valid community survey to assess the community's desires and expectations regarding the future disposition of the existing facility. That study was conducted by Waters Edge Aquatic Design and Capri Pools and Aquatics. Ultimately the study produced a final report. That report was reviewed by the Parks, Recreation and Arts Citizen's Advisory Committee (PRACAC), the Parks, Recreation and Arts Committee of Council (PRA), and City Council as a whole. The report includes public feedback, summary recommendations, six conceptual scenarios, and opinions of probable cost. On February 2, 2024, City Council voted unanimously to approve the final report as presented and directed staff to develop a strategy for complete replacement of the aquatic facility.

This proposed strategy is provided herein for Council consideration and acceptance. If approved, staff will immediately proceed to prepare a "Request For Proposals" (RFP), soliciting interest, qualifications, and project approach from qualified aquatic design professionals. Please note, selection of a design consultant is based on a qualification-based process. The State of Missouri, and the City of Chesterfield purchasing requirements require that consultants for professional services be selected based on their qualifications and experience, not bid as a commodity.

The proposed scope of work for the design professional includes additional supplemental public engagement, beyond the engagement previously completed by the Waters Edge survey. The design services portion of the strategy is proposed to be funded by the Parks Fund – Fund Reserve. A separate decision regarding engaging an owner's representative will be addressed during the upcoming budget workshops. The subsequent construction financing is not currently addressed, is complicated, and is dependent upon the product produced by the design professional. That product will then be used to develop the proposed strategy to

fund construction. That financing strategy can only be developed after the design and cost estimates have progressed sufficiently to provide adequate information to create a reasonable level of confidence.

## Task 1 – develop the vision and concept design plan

Complete citizen survey for aquatic center, including discussion of facility elements. – *completed*

City Council determines plan for future of aquatic center. - *completed*

City Council unanimously agreed to move forward with a planned complete demolition and reconstruction of a community aquatic center, not a destination aquatic center.

City Council directed staff to prepare strategy for reconstruction, including financing proposal. – *IN PROGRESS, THIS IS THE STRATEGY DOCUMENT REQUESTED*

## Task 2 – Aquatic Center preliminary design

Seek professional design firm to develop concept plans, construction plans, construction estimates, construction scheduling and provide construction services;

Consider and make a determination as to whether the City should contract with a professional “owner’s representative – contract manager” for this project, or should the City manage the project with “in-house” project management.

Seek City Council approval of strategy and funding for the preliminary design consultants.

For the purposes of this strategy, and using a project construction budget of \$20 million, we can anticipate that the design consultant fees to be ~\$800,000.

Please note, this estimate reflects the cost of services for the design consultant. If the City elects to utilize a project construction manager, those services would be a separate expense, a separate fee and separate contract with an associated expense between \$400k and \$800k, depending on final scope and project timeline.

For the preliminary design services to proceed in a timely manner, to initiate the public engagement process as soon as practicable and to refine the project financial needs as soon as possible which would allow us to identify potential funding mechanisms for the demolition and reconstruction. The professional design services are not an annual operational expense and as such, *I recommend that the aquatic*

*design consultant be funded immediately after their selection, by a transfer from the Parks Fund – Fund Reserve. The Parks Fund – Fund Balance is projected to be in excess of \$5 million at the end of 2024 (12/31/2024). While the Parks Fund will have other future capital needs, decisions related to the future of the aquatic facility are an absolute priority due to the age and condition of our existing facilities.* The professional services contract would be itemized by activity, e.g. preliminary design & public engagement, design and construction documents, Bidding and award, and finally construction services such that the City would only be obligated for services rendered in the event the City is unable to fund the construction of the project.

I also recommend that when Council approves the fund transfer and design contract, that they express the expectation that the design expense will be reimbursed if funded by debt. While the funding mechanism cannot be determined until a more accurate cost estimate is provided, the City should preserve its ability to be reimbursed for the design services. Such expression does not commit the City to do so, but failure to make such a statement will most certainly limit the City's future ability to be reimbursed.

Initial Project concept level estimates are roughly \$20 million. It must be understood that this is not an actual construction estimate, but simply represents the best information currently available for the project. Budgetary estimates will be provided by the design professionals as the project proceeds.

Staff prepares "Request for proposals" soliciting proposals from professional design firms, with specific expertise in aquatic facility design and operation, to provide these services on behalf of the City. The scope of work will include at least, but not limited to:

Public engagement regarding project elements, not less than three public meetings providing for full public interaction, allowing the public to express their expectations for the new proposed aquatic facility.

Prepare a preliminary aquatic facility plan, based on input from all stakeholders, accompanied by an initial construction estimate (including demolition) and initial schedule for project commencing with the closure of the existing facility and proceeding through construction and opening the new facility for public use. *It should be understood that the preliminary project cost estimates prepared at this phase are not final cost estimates, but will include both design and construction contingencies, as well as project escalation estimates.*

City Council shall consider and provide approval of the concept design and initial project cost estimates before the professional consultant(s) are authorized to move to the construction design\development phase of the project. It should be further understood that the project cost estimates will evolve and be continuously revised as design details, construction methods, schedule and market pricing considerations begin to be resolved.

### Task 3 – Aquatic Center Financing (to be done concurrently with Task 4)

Upon approval of the preliminary concept design and cost estimates approved by City Council as referred to herein, task #2, Staff will provide a recommendation to City Council for project funding.

I anticipate that some may suggest that the project financing be committed prior to engaging the design professional and expending funds to define the project components and create a preliminary design. Unfortunately, that is simply not practical. To establish funding, to seek public consent, without a full understanding of the project and the associated costs, cannot end well. The public, as well as the City, must know what the project is and how much it will cost. There are numerous examples of failed projects where communities have proceeded with projects lacking a fundamental knowledge of scope and expense, only to face massive project funding shortfalls and underwhelming project results by not meeting the public expectations.

It must be understood that the City of Chesterfield does NOT have the capacity to fund this project with current revenue streams and a public financing component will likely be required. While it is probable that some portion of the project costs will be offset by other revenues, e.g. TIF, Parks Fund reserves, those funding sources simply are insufficient to fund this project in its entirety. It is impossible to provide a specific financing strategy until the scope, expense, and project timeline is defined.

Finally, this phase of the project will include a public informational campaign\effort, to ensure that the public is fully informed as to the project and costs related thereto. Council may determine that a third-party consultant be engaged to assist in this function.

### Task 4 – Aquatic Center construction design and development

This phase of the project will authorize the design consultant to proceed to the design development, construction documents, code compliance, agency approvals, permitting, and refinement of the construction schedule and cost estimates.

During the design and development stage, City officials will consult with neighboring communities to determine whether opportunities exist to negotiate sharing their aquatic facilities during the construction period when the Chesterfield Aquatic facility is out of operation.

## Task 5 – Aquatic Center – Approval of Financing

Inasmuch as the financing strategy is to be presented to City Council in Task 3 above, it may require a period for consideration, public engagement, or even a ballot proposal.

## Task 6 – Aquatic Center – Advertising, Bidding, and Construction

Once tasks 3 and 4 have been completed, and Financing has been obtained in task 5, the project will be advertised for bids in conformance with statutory requirements. The timing of the bids will consider whether the current aquatic facility is still in operation, and the anticipated duration of construction. There is no opportunity for the current aquatic facility to remain in operation while construction is underway.

## Task 7 – Aquatic Center – Facility opening and operation

Under the best conditions, I estimate that the strategy described herein could not be completed and a new facility placed into operation prior to May of 2027. I am concerned that even May 2027 may be overly optimistic. However, even using the 2027 pool season as a target completion date, we face the real possibility that our existing facility may fail prior to the anticipated closure date, leaving us without a community aquatic facility.

We recognize that replacement of the aquatic facility is a major financial decision and will likely require voter approval. We have been discussing the disposition of this facility for several years and quite frankly, we are on borrowed time. Each year we identify additional repairs and maintenance of obsolete components and leaks that must be identified and resolved for the facility to remain open. It should be reasonably expected that we will, in the near future, be confronted with a significant failure, which may result in the permanent closure of the aquatic facility.

I look forward to discussing this with each of you. While this document serves to satisfy one of my established goals and objectives for 2024, more importantly, it describes a process which if approved by City Council, provides direction for staff to move the effort forward. As such, I am forwarding this strategy to both the Parks, Recreation, and Arts Committee, as well as the Finance and Administration Committee, such that they can review and provide their individual recommendations to the full Council for final direction.

Staff recommendation approved 4-0 by PR&A Committee of Council at July 2, 2024 meeting.



7-5-24

**PROFESSIONAL SERVICES CONTRACT**

**THIS PROFESSIONAL SERVICES CONTRACT** (the “Contract”), made by and between the CITY OF CHESTERFIELD, MISSOURI, a city of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the “City”), and \_\_\_\_\_, a \_\_\_\_\_, with an address of \_\_\_\_\_, \_\_\_\_\_ (“Consultant”). City and Consultant are each referred to as a “Party” and are collectively referred to as the “Parties”.

**WHEREAS**, the City requires certain engineering and/or professional services and has carefully reviewed the qualifications of those seeking to provide these services; and

**WHEREAS**, City has selected Consultant to perform engineering and/or professional services as set forth herein.

**WITNESSETH**, that the Parties, for the considerations hereinafter set forth, agree as follows:

**ARTICLE 1 - SCOPE OF SERVICES**

In consideration of the payments, covenants and agreements set forth herein, Consultant shall provide all of the supervision, labor, technical and professional services, facilities, materials, tools, equipment, and apparatus to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described in Exhibit A, attached hereto, and made a part hereof by reference, in accordance with the terms and conditions stated therein (the “Services”). The Services will be provided for the Chesterfield Family Aquatic Center project (the “Project”).

**ARTICLE 2 – STANDARDS AND PERMITS**

Design criteria and project planning will be in accordance with the standards of the City, St. Louis County (the “County”), the Metropolitan St. Louis Sewer District (“MSD”), and any other agency as designated by the City in Exhibit A hereto (“Other Agencies”, collectively with the County and MSD, the “Approval Agencies”). Consultant shall prepare all documents required to apply for the required permits and approvals, and shall represent the City at all meetings in which the Approval Agencies request the City’s attendance. Consultant shall provide any additional information requested by the Approval Agencies, and shall revise the plans, as required by the Approval Agencies, in order for the agencies to properly evaluate the plans.

**ARTICLE 3 - FEES AND PAYMENT**

- A. The City agrees to pay Consultant, as full compensation for the complete and satisfactory performance of this Contract and all expenses and costs related thereto, the total amount not to exceed: Five Hundred Forty Two Thousand Three Hundred and Fifty dollars (\$542,350). This amount shall be based on the actual costs and determined as set forth in Exhibit A. The City and Consultant agree that complete and satisfactory performance shall, at a minimum, constitute Consultant having provided the Services in a manner consistent with the level of care and skill ordinarily exercised by

members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices.

- B. The City agrees to make progress payments for services rendered on a monthly basis following submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined below) for work performed during the previous month. The City will make progress payments not later than thirty (30) days after receipt of acceptable invoices with appropriate documentation.
- C. The City will make final payment to Consultant within 60 days after the Services are fully completed and accepted by the City and this Contract fully performed.

#### **ARTICLE 4 - SUBCONTRACTING**

Except as specified in Exhibit A, no part of the Services may be subcontracted without the prior written consent of the City. Subcontracting shall in no way relieve Consultant of Consultant's primary responsibility for the quality and performance of the Services. Consultant shall assure that any subcontractor, as provided for herein, is in full compliance with all applicable laws, rules, regulations, ordinances, provisions of this Contract, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type. In addition, this Contract shall not be assigned by Consultant.

#### **ARTICLE 5 - RESPONSIBILITIES OF CONSULTANT**

- A. In performing the Services, Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other tasks required under this Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in designs, drawings, specifications and other tasks required to fulfill this Contract.
- B. All plans, specifications and other documents shall be endorsed by Consultant and shall reflect the name and seal of the Professional Engineer and/or Land Surveyor endorsing the work, as necessary.

#### **ARTICLE 6 - TIME OF COMPLETION**

- A. Consultant shall commence the Services upon receipt of a notice to proceed from the City, such notice shall be in writing, or, if no such notice is received, per the schedule as set forth in Exhibit A.
- B. The times specified in Exhibit A may be extended by written order of the City Representative (as defined below) in the event of unavoidable delay. Consultant may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

#### **ARTICLE 7 – RESPONSIBILITIES OF THE CITY**

- A. Upon written request, the City will provide Consultant with information reasonably

available to the City. Consultant may reasonably rely on City furnished information, however, Consultant's use of City furnished information shall not relieve Consultant of performing any additional research, studies, inquiries, requests, surveys and/or other method of data collection consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices. Consultant shall be responsible for obtaining information that is equally available to Consultant.

- B. Upon written request, the City will provide representatives to attend meetings with interested property owners, Approval Agencies, and other interested parties. Consultant must provide reasonable notice to the City Representative (as defined below) ahead of any meeting where a representative is requested.
- C. The City reserves the right to employ other consultants in connection with the Services.

**ARTICLE 8 – CHANGES IN SERVICES**

- A. The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Services, fees to be paid Consultant being adjusted accordingly. All such changes in the Services shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a supplemental agreement executed by the City and Consultant.
- B. Any adjustment in the fees to be paid Consultant for duly authorized extra work or change in the Services shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the fees to be paid Consultant shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

**ARTICLE 9 - INSURANCE REQUIREMENTS**

Prior to providing the Services, Consultant and any subcontractors must provide City with proof of insurance in the types and amounts set forth herein. Consultant and any subcontractors shall procure and maintain during the life of this Contract insurance of the types and minimum amounts as follows:

- 1. General Liability: Commercial General Liability (Occurrence)
 

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000
- 2. Automobile Liability: (Any Auto)
 

Combined Single Limit	\$1,000,000 each accident
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- 3. Excess/Umbrella Liability
 

	\$5,000,000
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- 4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$500,000 for E.L. each

accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.

- |    |                        |   |
|----|------------------------|---|
| 5. | Professional Liability | \$2,500,000 each claim<br>\$5,000,000 aggregate |
|----|------------------------|---|

The Commercial General Liability policy shall be endorsed to cover the liability assumed by Consultant hereunder. All such insurance to be carried by Consultant hereunder shall be obtained by the Consultant at Consultant's sole cost and expense, and shall name City as additional insured on a primary and non-contributory basis (except for Professional Liability and Workers Compensation), and all policies shall contain a waiver of subrogation in favor of the additional insured(s), its elected and appointed officials, employees, agents, and representatives. Nothing herein shall be construed or interpreted as a waiver of the City's sovereign immunity. Copies of the policies required hereunder, or certificates thereof, shall be furnished to City at the time this Contract is sent to the City for execution, and copies of certificates evidencing the renewal of such policies shall be delivered to City within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or an amendment that results in a reduction of coverage, a change in the conditions of coverage, and or a change in the duties of the policyholder or any additional insureds, with a ten (10) day exception for non-payment of premium. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better.

#### **ARTICLE 10 - INDEMNIFICATION**

- A. With respect to the performance of professional services, Consultant and any subcontractors shall indemnify and hold City, and its officers, employees, elected officials, appointed officials, the Approval Agencies when acting at the direction of the City, and agents, harmless from and against any and all claims, suits, liabilities, judgments, and costs, including attorney's fees, arising from (i) any breach or default on the part of Consultant or any subcontractor under this Agreement; (ii) any act of negligence, omission, or willful misconduct of Consultant or any subcontractor; or (iii) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the provision of the Services.
  
- B. With respect to all claims not related to the performance of professional services, Consultant and any subcontractors shall indemnify, protect, defend, and hold City, and its officers, employees, elected officials, appointed officials, the Approval Agencies when acting at the direction of the City, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any breach or default on the part of Consultant or any subcontractor under this Agreement; (ii) any act of negligence, omission, or willful misconduct of Consultant or any subcontractor; or (iii) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the provision of the Services; and Consultant shall defend City in any action or proceeding brought in connection with any of the foregoing.
  
- C. The foregoing indemnity and obligation to defend shall not apply to claims resulting from the gross negligence or willful misconduct of City, its officers, employees, elected officials,

or appointed officials. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance in amounts specified herein and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Contract.

- D. Consultant shall defend, indemnify, and hold City harmless for suits, claims, losses, or damages for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications produced by Consultant. .

#### **ARTICLE 11 – COMPLIANCE WITH LAWS**

- A. Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.
- B. Consultant, with regard to the provision of the Services and performance of this Contract, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. Consultant will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this Contract and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.
- C. Consultant will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: 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. Consultant agrees to post notices in conspicuous places available to employees and applicants for employment.
- D. Consultant will, in all solicitation, or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.
- E. Consultant will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

#### **ARTICLE 12 – INDEPENDENT CONTRACTOR**

Consultant shall be and operate as an independent contractor in the performance of this Contract. Consultant shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect. City shall not, by virtue of this Contract, in any way

or for any purpose, be deemed to be a partner of Consultant in the conduct of Consultant's business or a joint venturer or a member of a joint enterprise with Consultant.

### **ARTICLE 13 - TERMINATION**

The City may terminate this Contract at any time, with or without cause, effective seven (7) days after delivery of written notice thereof to Consultant. Should the Contract be so terminated, all drawings and documents in connection with the project shall become the property of the City who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the Consultant to the date of termination which were performed in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar fields and circumstances in accordance with sound professional practices.

### **ARTICLE 14 - OWNERSHIP OF DOCUMENTS**

Consultant shall provide the City with copies of all documents pertinent to the Services which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the Consultant, pertaining to the Services ("Instruments of Service"), shall be deemed the property of the City after payment of monies due under this agreement and the City shall be entitled to physical possession of said documents whether complete or in progress. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence and maintain the City's ownership rights in the work product. Instruments of Service are not intended or represented to be suitable for reuse by the City or others on any other Project. Any such use without Consultant's prior written authorization shall be at the City's sole risk and without liability to the Consultant. City agrees to waive all claims against Consultant for any and all liabilities, damages, and costs arising out of or resulting from the use of the incomplete Instruments of Service, or the misuse or unauthorized reuse of Instruments of Service.

### **ARTICLE 15 – ACCOUNTING**

During the period of this Contract, Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

### **ARTICLE 16 - STANDARD OF CARE**

Consultant shall perform Services with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

### **ARTICLE 17 – DECISIONS UNDER THIS AGREEMENT**

The City Representative (as defined below) will determine the acceptability of work

performed under this Contract, and will decide all questions which may arise relative to the proper performance of this Contract, and the City Representative's decision shall be final.

**ARTICLE 18 - SUCCESSORS AND ASSIGNS**

The City and Consultant agree that this Contract shall be binding upon the Parties and their successors and assigns.

**ARTICLE 19 - ENTIRE AGREEMENT**

This Contract contains the entire agreement of City and Consultant with respect to the Services and all prior negotiations, representations and understandings (except for those in Exhibit A) are merged into this Contract. Any agreement hereafter made shall be ineffective to change, modify or discharge this Contract in whole or in part unless such agreement is in writing and signed by a duly authorized officer or person on behalf of the Party against whom enforcement of the change, modification or discharge is sought. This Contract may be executed in more than one counterpart, and each counterpart shall constitute an original.

**ARTICLE 20 - CITY REPRESENTATIVE**

For purposes of this Contract, the City Representative will be the Director of Parks, Recreation and Arts of the City unless another employee of the City has been designated in writing by the City Administrator.

**ARTICLE 21 - NOTICE**

Any notice, demand, or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if (a) personally delivered, (b) sent via national overnight courier (e.g., Federal Express); or (c) mailed by certified United States first class mail, postage prepaid,

In the case of City, to:

City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, Missouri 63017  
Attention: Director of Public Works

With a copy to:

The Graville Law Firm, LLC  
13354 Manchester Road, Ste 200  
St. Louis, Missouri 63131  
Attn: Chris Graville

In the case of Consultant, to:

With a copy to:

or to such other address with respect to any Party as that Party may, from time to time, designate in writing and forward to the other as provided in this paragraph. Notices sent by personal delivery shall be deemed received on the date of delivery; notices sent by overnight delivery service shall be deemed received the next business day after the same has been deposited with the overnight carrier for next business day delivery; notice sent by certified mail shall be deemed received three business days after being deposited in the U.S. Mail. All postage or delivery charges shall be the responsibility of the sender of such notice. Refusal to accept delivery shall be deemed acceptance of delivery with the date of refusal being the date of receipt of the notice.

#### **ARTICLE 22 - CHOICE OF LAW**

This Contract shall be governed by, and construed in accordance with, the laws of the State of Missouri. The sole venue for any action filed in connection with this Contract shall be the Circuit Court of St. Louis County, Missouri, and each Party agrees to waive any defense of an inconvenient forum. The Parties expressly waive their right to remove any matter brought in Circuit Court to federal court or to institute any action in federal court.

#### **ARTICLE 23 – COSTS AND ATTORNEYS’ FEES**

If either Party shall bring an action to recover any sum due hereunder, or for any breach hereunder, and shall obtain a judgment or decree in its favor, the court may award to such prevailing Party its reasonable costs and reasonable attorneys’ fees, specifically including reasonable attorneys’ fees incurred in connection with any appeals (whether or not taxable as such by law).

#### **ARTICLE 24 – FORCE MAJEURE**

Unless otherwise expressly provided in this Contract, a Party shall not be liable to the other Party for delays or failures in performance of any of its obligations under this Contract because of any delay caused by Force Majeure. “Force Majeure” includes but is not limited to, orders of any kind of any court or governmental body, strikes, lockouts, riots, acts of God, epidemics, pandemics, landslides, lightning, earthquake, fire or other casualties, breakage, explosions, storms, washouts, droughts, tornadoes, cyclones, floods, unusually adverse weather conditions, unusually wet soil conditions, civil war, invasion or acts of a public enemy, failure of utilities, governmental restrictions or priorities, or wrongful refusal or failure to issue any

necessary permits or legal authorization by any governmental entity. If a delay or failure of performance occurs that is excusable under this provision, the period for performance shall be extended for a time equal to the time lost because of the Force Majeure event.

#### **ARTICLE 25 - SEVERABILITY**

If any provision of this Contract is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Contract shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Contract and the remaining provisions of this Contract shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

#### **ARTICLE 26 – NO THIRD-PARTY BENEFICIARIES**

The provisions of this Contract are for the benefit of Consultant or City, and no other individual, partnership, corporation, organization, or entity shall have any right or claim against Consultant or City by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

#### **ARTICLE 27 – AUTHORITY**

By execution of this Agreement, the undersigned, signing on behalf of User, hereby represents and warrants that (i) this Agreement has been duly authorized and executed on behalf of User and constitutes a valid and binding agreement of User; (ii) User has obtained all consents, releases and permissions and given all required notifications related to the transactions herein contemplated and required under any covenant, agreement or encumbrance to which User is a Party or by which User is bound; (iii) User now has, and on the Commencement Date will have, full right and authority to execute and deliver this Agreement, and all documents and instruments required of it for the performance of this Agreement; and (iv) User is now, and on the Commencement Date will be, a corporation duly organized, validly existing and in good standing under the laws of the State of \_\_\_\_\_.

#### **ARTICLE 28 – CONFLICT RESOLUTION**

Any controversy, dispute or claim arising out of or relating in any way to this Agreement, the transactions contemplated hereunder, the business relationship of the parties that is the subject of this Agreement, or the termination of that business relationship (in each case, a “**Dispute**”) shall be resolved as follows: the parties shall meet in a good faith attempt to resolve each such Dispute and the parties agree to provide written notice within seven (7) days of actual knowledge and verification of the occurrence or event that caused the Dispute. Any meeting to resolve a Dispute shall be held as soon as practicable, but in no event later than seven (7) days after receipt of notice from the other party of a Dispute, unless the parties otherwise agree in writing. If such meeting does not result in resolution, any party may, by written notice to the other party, require that all parties meet with an independent mediator, who shall be designated by agreement of the parties, to assist the parties in resolving the Dispute. If a mediator cannot be agreed upon within fourteen (14) days of receipt of notice from any party of a Dispute, the aggrieved party shall select three mediators from the United States Arbitration and Mediation mediator list, from which one mediator shall be agreed upon by the other party to mediate the Dispute. The Parties agree to participate in at least four (4) hours of mediation in good faith to settle the Dispute. Any and all

fees or costs of such mediation shall be shared equally by the parties unless the parties otherwise agree in writing. Any mediation to resolve a Dispute shall be scheduled as soon as practicable, but in no event later thirty (30) days of receipt of notice from the aggrieved party, unless the parties otherwise agree in writing. If a party files a lawsuit without first going through the alternative dispute resolution procedures set forth herein, the filing party shall pay all of the non-filing party's attorney's fees and costs incurred in defending the lawsuit. If a party fails to timely respond or adhere to any time requirements of this section herein the other party may immediately file suit and shall be entitled to recover their attorney's fees and costs. Anything to the contrary notwithstanding, the City may seek immediate injunctive or declaratory relief when necessary to protect the general health, safety and welfare of the citizens of the City.

**[Signature Page To Follow]**

**IN WITNESS WHEREOF**, the City and Consultant have caused this Professional Services Contract to be executed in their respective names and the City has caused its seal to be affixed thereto, and attested as of the Effective Date.

Executed by Contractor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Executed by the City this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF CHESTERFIELD**

\_\_\_\_\_

\_\_\_\_\_  
Signature – Michael Geisel

\_\_\_\_\_  
Signature -

\_\_\_\_\_  
City Administrator  
Title

\_\_\_\_\_  
Title

ATTEST:

ATTEST:

\_\_\_\_\_  
Vickie McGownd, City Clerk

\_\_\_\_\_

(SEAL)

## **EXHIBIT A**

### Scope of Services

- Task 1-10
- Project Team
- Fee/Rate Schedule/Unit Prices

### Schedule

June 24, 2025 **(Revised July 24, 2025)**

Ms. Kari Johnson  
Superintendent of Recreation  
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017

**RE: Proposal for Chesterfield Family Aquatic Center**

Dear Kari,

Per your request, we are providing a proposal to provide conceptual design, public engagement, and financing options for a new Family Aquatic Center.

**Project Understanding**

The City of Chesterfield would like a new state-of-the-art outdoor Aquatic Facility to replace the existing Family Aquatic Center. To this end, the City of Chesterfield has selected a team led by FGM Architects (FGMA) to provide conceptual design options, public engagement, and financing options that may ultimately lead to a public vote on Tuesday, November 3, 2026.

**Scope of Work**

**Task 01 – Project Initiation**

- Kick-Off Meeting (virtual)
  - To initiate the Study, the Planning & Design Team (the P&D Team) will set up and facilitate an initial virtual meeting with the Client Team to cover six topics:
    - Introductions
    - Project History & Key Insights
    - Existing Data
    - Potential Partners & Stakeholders
    - Key Dates for the Project
    - Other Questions & Answers
- ALTA/NSPS Land Title with Topography
- Review Current Regulatory Requirements of the City of Chesterfield, MSD, & St. Louis County Transportation

- Existing Data Review
  - Following the kick-off meeting and prior to the first site visit, the P&D Team will request and review any existing data, documentation, and/or resources related to the project. The P&D Team will request information related to:
    - Historic (2022 to Current) Operational Details from the Chesterfield Family Aquatic Center, including:
      - Daily Admission & Season Pass Fees and Visitation Data
      - Program Fees & Registration Data
      - Profit & Loss Statements
      - Operating Schedule
      - Organizational Chart
      - Overview of Positions, Responsibilities, & Salary/Tax Benefits Information
    - Existing & Potential Partner Relationships
    - Existing Contracts
    - Additional Relevant Past Studies, Surveys, & Reports
    - Any known or potential economic tools that could be deployed to fund the development of a new aquatic center
- Market Analysis
  - While reviewing existing data, the P&D Team will begin conducting market research, which will encompass:
    - Target Market Identification
    - Current & Future-Facing Demographics & Socioeconomics
    - Market Trends
    - Aquatics-based Activity Participation Rates & Trends
    - Existing Aquatics Inventory in the Local & Sub-Regional Market
    - Outside Service Providers (Local & Sub-Regional Public & Private) – Facilities, Services, & Programs
  - In combination with the existing data review, the market analysis will identify a comprehensive set of factors that influence opportunities/recommendations and must be considered throughout the development of the study.

- Development of Custom Community Engagement Website & Survey
  - To maximize participation from stakeholders and residents alike, the P&D Team will develop a customized, multi-functional project website that will be updated throughout the development of the study. The website will include the following elements:
    - Project Overview
    - Project Timeline with Progress Tracking
    - Dates, Times, & Locations for Public Meetings
    - Community Survey
    - Quick Polls
    - Documents Library
    - Interactive Prioritization Tools for Physical Assets & Program/Service Offerings
    - Open-ended Feedback
    - To maximize access to and use of the site, the P&D Team will build access through both a QR Code and a hyperlink, giving participants the option to access and interact with the site on mobile devices and computers.
- Site Visit Coordination
  - The P&D Team will work with the City to develop a schedule of meetings, events, and tours. Working together, we will create an agenda and schedule that maximizes the opportunity to gain alignment, engage community members/groups and project stakeholders, and develop familiarity with the community and the factors that will support a successful initiative.
- Site Visit with Development Planning Session, Facility Tours, Site Tours, & Market Tour
  - The P&D Team's site visit will begin with a Development Planning Session (DPS), which is a half-day session designed to create alignment, identify the parameters of the project, and create the most likely path forward for the project. The DPS will encompass discussions related to existing programs and events, project goals, and ideas for new facility development, as well as topics such as the business model, the program plan, design/space considerations, alliances with partners and user group utilization, funding/financing, competition analysis, market share, the management and staffing plan, and more.
  - The P&D Team will work the Client Team to schedule tours of key existing aquatic facilities in the community (City-owned and non-City-owned facilities).
  - The P&D Team will independently tour the City to understand the residents' perspective on the community, including how accessibility, visibility, and competing service providers may influence recommendations for a new aquatic center.
- Existing Aquatic Facility Tour & Assessment
  - The P&D Team will work with the City Team to schedule a tour of the Family Aquatic Center. During the tour, the P&D Team will work with the staff team to understand physical asset improvements/replacement needs, operational successes and challenges, key considerations for a new Family Aquatic Center, and more.

## **Task 02 – 1<sup>st</sup> Round of Stakeholder Team Meetings**

- The first round of Stakeholder Team meetings will focus on getting everyone grounded in the facts and setting a strong foundation for the work ahead. The team will learn about process, explore the big-picture challenges and goals, and help shape a set of planning principles to guide the development of options for a new aquatic center. This first phase also includes establishing community leadership and developing a shared calendar.
- Stakeholder Meetings
  - To ensure alignment and develop a general understanding of expectations and limitations, the P&D Team will conduct separate meetings with key stakeholders from the City, including:
    - Elected Officials
    - Key Staff
    - Members of the Parks, Recreation, and Arts Citizen’s Committee
    - Swim/Dive Team and other special user groups.
  - During these meetings, the P&D Team will facilitate discussions around key topics including but not limited to:
    - Vision for a new or improved Family Aquatic Center
    - Perception of Community Needs
    - Perception of the existing Family Aquatic Center
    - Successes and Challenges with Aquatics Services
    - Topics and Messaging for Public Engagement Meetings
    - Key Elements of the Community Engagement Website
    - Potential Sourcing of Funding
- Develop Agendas & Materials
- Stakeholder Team Meeting #1
  - Develop space programs – a matrix of programming priorities will be developed and discussed to prioritize programming and facility features, and to select ideal and preferred aquatic amenities.
- Stakeholder Team Meeting #2
  - Implement the engagement program (Open Houses / Town Halls)
  - Resolve any undecided items from first meeting and release the design team to begin developing three (3) conceptual options.

## **Task 03 – Development of Options**

- Analysis of Community Survey & Prioritization Inputs
  - Following the close of the open response period (4 weeks), the P&D Team will analyze the results of the survey and prioritization inputs. Once complete, the P&D Team will summarize the results and facilitate a review call with the City Team to share its findings/insights and confirm the direction of the resulting recommendations.
  - Additionally, the P&D Team will review the recommended categories and scoring system for the Asset Prioritization Matrix.

- Asset Prioritization Matrix
  - Based on insights, data, and analyses generated in the preceding steps, the P&D Team will develop a demand analysis to identify key physical assets that should be considered for the new improved Family Aquatic Center.
  - To quantify the factors that influence prioritization, the P&D Team will develop an asset prioritization analysis that results in a weighted score of recommended assets. This proprietary analytical process will demonstrate which assets are most viable based on a blend of City/Public/Stakeholder/Facilitating Team input and initial data/analysis related to the cost of construction, revenue potential, operations and maintenance expenses, and long-range impact potential.
  - Once the first draft of the Asset Prioritization Matrix is complete, the P&D Team will facilitate a working session to review draft results, make updates, and finalize the
- Develop 3 Conceptual Options
  - The purpose of the options will be to illustrate ways to organize the spaces in a functional arrangement and to confirm that the facility footprint will contain the areas proposed in the design program, including buildings and landscaping.
  - Determine total user capacity of each option for recreational swimming, competitive swimming and aquatics programs, such as swimming lessons and water fitness classes, and anticipated size of required support spaces.
  - Civil Engineering
    - Grading Plan with estimated quantities of earthwork
    - Drainage Master Plan with sewers and BMP's
    - Sanitary Sewer Plan and capacity research
    - Utility coordination
    - Engineering Summary of quantities for cost estimating purposes
  - Structural Engineering
    - Narrative for cost estimating purposes
  - MEPFP Engineering
    - Narrative for cost estimating purposes
- Create Renderings of Site Plan & 3D Images
- Develop Construction Cost Estimate for each Option
- Develop Operational Cost Analysis for each Option

#### **Task 04 – 2<sup>nd</sup> Round of Stakeholder Team Meetings**

- The Stakeholder Team will reconvene to review the findings of the survey and prioritization inputs, the facility program options, the asset prioritization matrix, and the initial 3 Conceptual Options. The Stakeholder Team will provide feedback to the P&D Team in order to refine the 3 Conceptual Options.
- Open House / Town Hall – maximum of three (3)
  - In order to reach all possible citizens, there will be one (1) in the morning, one (1) in the afternoon, and one (1) in the evening. These may or may not occur in the same day, but ideally would occur in the same week to stay on schedule.

## **Task 05 – Refinement of Options**

- Refine 3 Conceptual Options
- Refine Renderings of Site Plan & 3D Images
- Refine Construction Cost Estimate for each Option
- Refine Operational Cost Analysis for each Option

## **Task 06 – 3<sup>rd</sup> Round of Stakeholder Team Meetings**

- The Stakeholder Team will reconvene a final time to select a single preferred option for submittal to City Council.

## **Task 07 – Aquatic Center Financing**

- Public Engagement Campaign for Financing
  - The P&D Team recognizes that the success of fully funding the Aquatic Center will hinge on transparency, education, and active public involvement across the community. Working with the City Team, the P&D Team will develop a community engagement plan that prioritizes clear communication and trust-building. Key elements of the public engagement campaign will include:
    - Community Engagement Plan: a comprehensive plan to inform and educate residents about potential financing strategies, their benefits, and how they align with long-term community goals.
    - Interactive Forums and Feedback Loops: The P&D Team will facilitate one or more public forums, focus groups, and digital surveys (also offered through the custom engagement website), ensuring community members, stakeholders, and interest groups have multiple avenues to provide meaningful input throughout the financing campaign development cycle.
    - Accessible Information Materials: Available through direct delivery systems (i.e. print materials and email campaigns), indirect delivery systems (i.e. information posted on the City's website and social media pages), and hybrid delivery systems (i.e. available through the custom engagement website), the P&D Team will develop simple, concise, and informative documentation and infographics to ensure all members of the community have direct access to materials that explain financing processes in relatable and clear terms.
- Development of Financing Strategies
  - Leveraging deep expertise in public-sector financing, we will partner with the City to evaluate and build a diverse, resilient financial plan. Based on our experience and success in facility funding, the P&D Team anticipates that financing strategies will include:
    - Blended Funding Models: the P&D Team will assess and recommend a range of financing strategies, including public-private partnerships, grants, sponsorships, and ballot initiatives. Emphasis will be placed on creative funding mechanisms that reduce taxpayer burden while maximizing budget and impact.

- Comprehensive Financial Feasibility Analysis
  - Reflective of the preferred final program for the Aquatic Center, the P&D Team will complete more in-depth research/analysis and produce a 5-year cash flow forecast and a 20-year financial outlook for the Aquatic Center (pro forma). The P&D Team’s pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing.
  - The pro forma will provide the City Team with detailed financial projections related to and based on:
    - The Ideal Business Model
    - Realistic and/or Recommended Debt Service
    - Designed Program Spaces and Space Requirements
    - Construction and Start-Up Costs based on recent, comparable Projects
    - Recommended Parking
    - Annual Attendance Projections
    - Recommended Fee Structure for Passes/Memberships, Programs, Rentals, etc.
    - Revenue by Product/Program
    - Direct/Variable Costs (Cost of Goods Sold)
    - Facility and Operating Expenses
    - Management and Staffing Model
    - Operational Cost Recovery/Subsidy Analysis
- Community-Focused Financing Education
  - To empower both residents and City leadership with informed choices, the P&D team will expand on the accessible information materials developed to ensure:
    - Public-Friendly Documentation: the P&D Team will produce digestible summaries and visual aids for each financing pathway, clearly explaining tax implications, bond structures, and return on investment.
    - Case Study Integration: the P&D Team will draw on our extensive experience and successful projects nationwide to demonstrate how similar communities have achieved their goals for facility development and ongoing operational funding.

**Task 08 – Final Report & Proposal Placed on Ballot**

- After gathering and reviewing all input, the Stakeholder Team will develop a final report summarizing the process, the options considered, and the community’s feedback. The team’s leadership will present this report to City Council. If the recommendation includes placing a proposal on the ballot, this phase will also include early preparations for both community education and campaign efforts.
  - Create Final Report in Collaboration with Stakeholder Team
    - The City shall review and accept the final report from the Stakeholder Team
  - Present to City Council
  - Create Ballot Initiative
    - The P&D Team will conduct a communications seminar outlining the difference between informational communication and vote-yes campaign activity
    - The P&D Team will provide tools and guidance to help separate city-led information efforts from community-led campaign efforts

- The City shall coordinate with legal counsel to ensure all requirements for ballot language and timing are met
- Submit Ballot Initiative
  - The Ballot Initiative will need to be submitted by Tuesday, August 25, 2026

## **Task 09 – Ballot Proposal Communications & Public Engagement**

- If the process results in a ballot measure, the P&D Team will support the City in developing and delivering communications to the public. All communication done in partnership with the City will meet legal requirements, including, but not limited to, “paid for” language and remain strictly educational, to help residents understand what is being proposed and why. All communications shall be approved by the City Attorney prior to distribution.
  - Develop Messaging for the Informational Communications Effort
  - Create Informational Materials – Mailers, Advertisements, Website Copy, Social Media, & Text Messages
    - The City shall review and approve all informational materials before distribution
    - The City shall fund production of communication materials developed by the P&D Team
- Selection of Facilitating Team (Public Engagement)
  - The Facilitating Team is a diverse group of 30 to 50 community members who will help ensure the engagement process is open, inclusive, and reflective of the community as a whole. This team plays an active role in shaping options for moving forward and determining how the City gathers input from residents.
    - Recommend Framework for the Team’s Composition
      - The City to actively recruit nominations and applicants for the team using materials provided by the P&D Team
    - Create Nomination, Recruitment Materials, & Selection Guidelines
      - The City to review and approve the final team list
    - Support The City in Reviewing Suggested Names for the Team
      - The City to send invitations and manage RSVPs
    - Provide Email Invitations & Meeting Materials
      - The City to provide meeting space and printed copies of meeting materials
    - Facilitating Team Meeting #1
      - The City to coordinate meeting logistics (including room set-up, audio visual support, and copies)
      - The City to ensure staff and appropriate City partners (financial advisors, etc.) are available to provide context or background information as needed
      - Orient attendees to the custom project website and demonstrate how to use the survey and prioritization tools. The goal will be to direct participants to utilize the website to provide feedback and to share the opportunity to participate via the website with others while still providing direct, personal interactions.
      - Create Name, Logo, & Develop Calendar for Future Team Meetings & Community Events

- Facilitating Team Meeting #2
  - Select a chair and co-chairs
  - Create three subcommittees – Communication, Outreach, and Direct (Resident) Contact

**Task 10 – Next Steps**

- If the ballot measure is approved by the citizens of the City of Chesterfield, FGMA will submit a proposal to complete the documents for the new Family Aquatic Center. This proposal will cover the following phases:
  - Schematic Design
  - Design Development
  - Construction Documents
  - Bidding / Permitting
  - Construction Administration
- These documents will include drawings and specifications that can either be bid to general contractors or turned over to a construction manager who will then bid them to subcontractors.

**Project Team**

- |                                     |                                    |
|-------------------------------------|------------------------------------|
| • Architecture                      | FGMA                               |
| • Aquatic Designer                  | Counsilman-Hunsaker                |
| • Public Engagement                 | Discovery Works Collaborative      |
| • Sport Facility Finance Consultant | The Sports Facilities Companies    |
| • Civil Engineer                    | Stock & Associates                 |
| • Landscape Architect               | Planning Design Studio             |
| • Structural Engineer               | SSC Engineering                    |
| • MEPFP Engineer                    | SSC Engineering                    |
| • Cost Estimating                   | Middleton Consulting & Contracting |

**Schedule (some Tasks overlap)**

- |  |                 |
|--|-----------------|
| • Task 01 – Project Initiation   | 6 weeks         |
| • Task 02 – 1 <sup>st</sup> Round of Stakeholder Team Meetings           | 6 weeks         |
| • Task 03 – Development of Options                                       | 13 weeks        |
| • Task 04 – 2 <sup>nd</sup> Round of Stakeholder Team Meetings           | 4 weeks         |
| • Task 05 – Refinement of Options  | 5 weeks         |
| • Task 06 – 3 <sup>rd</sup> Round of Stakeholder Team Meetings           | 2 weeks         |
| • Task 07 – Aquatic Center Financing                                     | 15 weeks        |
| • Task 08 – Final Report & Proposal Placed on Ballot                     | 10 weeks        |
| • <u>Task 09 – Ballot Proposal Communication &amp; Public Engagement</u> | <u>13 weeks</u> |
| • Total  | 61 weeks        |

**Compensation**

FGMA proposes to provide the following services on a fixed fee lump sum basis as indicated directly below.

Discipline	Firm	Fee
Architect	FGMA	\$167,800
Aquatic Design	Counsilman-Hunsaker	\$043,900
Public Engagement	Discovery Works Collaborative	\$089,000
Sport Facility Finance Consultant	The Sports Facilities Companies	\$085,250
Civil Engineer	Stock & Associates	\$070,000
Landscape Architect	Planning Design Studio	\$051,720
Structural & MEP Engineer	SSC Engineering	\$007,500
Cost Estimator	Middleton Construction Consulting	\$006,320
<b>Total</b>		<b>\$521,490</b>

Additional services include all services that are not part of the Project Understanding and Scope of Work as described above.

Reimbursable expenses are not included in the total fee, will be invoiced at cost, and will include travel, mileage, reproduction, and delivery costs. Reimbursables are anticipated to be no more than 4% of the total fee above or \$20,860.

All deliverables will be in electronic format unless otherwise requested by the City of Chesterfield.

Services will be invoiced monthly and are due thirty days from the date of the invoice.

If the terms of this proposal are acceptable, please sign and return one copy as our basis for the project. Once the team receives a notice to proceed from you, this proposal will be converted to AIA document B202-2020 Standard Form of Architect's Services: Programming.

Submitted:

**Client**

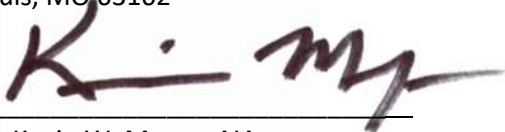
City of Chesterfield  
690 Chesterfield Parkway West  
Chesterfield, MO 63017


By: \_\_\_\_\_  
Kari Johnson

Date: \_\_\_\_\_

**Architect**

FGM Architects Inc.  
One Metropolitan Square – Suite 1945  
St. Louis, MO 63102

By:  \_\_\_\_\_  
Kevin W. Meyer, AIA  
Title: Managing Director

By:  \_\_\_\_\_  
David W. Kehm, AIA  
Title: Principal in Charge

Date: July 24, 2025

**PROJECT SCHEDULE**

City of Chesterfield, MO  
 Family Aquatic Center  
 25-4329.01  
 July 24, 2025

Projects	Duration	2025									2026								
		June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September		
<b>Develop Scope of Work &amp; Proposal</b>	<b>9 weeks</b>																		
FGMA Develop Scope of Work	2 weeks																		
City of Chesterfield Review Scope of Work	1 week																		
FGMA Write Proposal	2 weeks																		
City of Chesterfield Review & Approve Proposal	2 weeks																		
City of Chesterfield - City Council Approval - Monday, August 18, 2025	1 day																		
<b>Task 01 - Project Initiation</b>	<b>6 weeks</b>																		
Kick-Off Meeting (virtual)	1 day																		
ALTA/NSPS Land Title Survey with Topography	3 weeks																		
Review Current Regulatory Requirements of the City of Chesterfield, MSD, & St. Louis County Transportation	3 weeks																		
Survey Citizens at Existing Aquatic Center	1 week																		
Existing Data Review	4 weeks																		
Market Analysis	4 weeks																		
Development of Custom Community Engagement Website & Survey	4 weeks																		
Site Visit Coordination	2 weeks																		
Site Visit with Development Planning Session, Facility Tours, Site Tours, & Market Tour	1 week																		
Existing Aquatic Facility Tour & Assessment	1 week																		
Create Summary Report & Submit to City of Chesterfield	1 week																		
<b>Task 02 - 1st Round of Stakeholder Team Meetings</b>	<b>6 weeks</b>																		
Develop Agenda & Materials	1 week																		
Stakeholder Team Meeting #1	1 day																		
Create Name, Logo, & Develop Calendar for Future Team Meetings & Community Events	1 week																		
Stakeholder Team Meeting #2	1 day																		
Create Summary Report & Submit to City of Chesterfield	1 week																		
Community Survey	3 weeks																		
<b>Task 03 - Development of Options</b>	<b>13 weeks</b>																		
Analysis of Community Survey & Prioritization Inputs	3 weeks																		
Asset Prioritization Matrix	3 weeks																		
Develop 3 Conceptual Plans	5 weeks																		
Create Renderings of Site Plan & 3D Images	3 weeks																		
Develop Construction Cost Estimate for each Plan	3 weeks																		
Develop Operational Cost Analysis for each Plan	3 weeks																		
Submit Matrix, Concepts, & Costs to City of Chesterfield - Friday, January 23, 2026	1 day																		
<b>Task 04 - 2nd Round of Stakeholder Team Meetings</b>	<b>4 weeks</b>																		
Develop Agenda & Materials	1 week																		
Stakeholder Team Meeting #3	1 day																		
Open House / Town Hall - Maximum of Three (3)	1 week																		
Create Summary Report & Submit to City of Chesterfield	1 week																		
<b>Task 05 - Refinement of Options</b>	<b>5 weeks</b>																		
Refine 3 Conceptual Plans	3 weeks																		
Refine Renderings of Site Plan & 3D Images	2 weeks																		
Refine Construction Cost Estimate for Each Plan	2 weeks																		
Refine Operational Cost Analysis for Each Plan	2 weeks																		
Submit Concepts & Costs to City of Chesterfield - Friday, March 13, 2026	1 day																		
<b>Task 06 - 3rd Round of Stakeholder Team Meetings</b>	<b>2 weeks</b>																		
Develop Agenda & Materials	1 week																		
Stakeholder Team Meeting #4	1 day																		
Create Summary Report & Submit to City of Chesterfield	1 week																		
<b>Task 07 - Aquatic Center Financing</b>	<b>15 weeks</b>																		
Public Engagement Campaign for Financing	5 weeks																		
Development of Financing Strategies 8/9/2025	6 weeks																		



**PROJECT SCHEDULE**

City of Chesterfield, MO  
 Family Aquatic Center  
 25-4329.01  
 July 24, 2025

Projects	October		November			December						
	12	19	26	2	9	16	23	30	7	14	21	28
<b>Develop Scope of Work &amp; Proposal</b>												
FGMA Develop Scope of Work												
City of Chesterfield Review Scope of Work												
FGMA Write Proposal												
City of Chesterfield Review & Approve Proposal												
City of Chesterfield - City Council Approval - Monday, August 18, 2025												
<b>Task 01 - Project Initiation</b>												
Kick-Off Meeting (virtual)												
ALTA/NSPS Land Title Survey with Topography												
Review Current Regulatory Requirements of the City of Chesterfield, MSD, & St. Louis County Transportation												
Survey Citizens at Existing Aquatic Center												
Existing Data Review												
Market Analysis												
Development of Custom Community Engagement Website & Survey												
Site Visit Coordination												
Site Visit with Development Planning Session, Facility Tours, Site Tours, & Market Tour												
Existing Aquatic Facility Tour & Assessment												
Create Summary Report & Submit to City of Chesterfield												
<b>Task 02 - 1st Round of Stakeholder Team Meetings</b>												
Develop Agenda & Materials												
Stakeholder Team Meeting #1												
Create Name, Logo, & Develop Calendar for Future Team Meetings & Community Events												
Stakeholder Team Meeting #2												
Create Summary Report & Submit to City of Chesterfield												
Community Survey												
<b>Task 03 - Development of Options</b>												
Analysis of Community Survey & Prioritization Inputs												
Asset Prioritization Matrix												
Develop 3 Conceptual Plans												
Create Renderings of Site Plan & 3D Images												
Develop Construction Cost Estimate for each Plan												
Develop Operational Cost Analysis for each Plan												
Submit Matrix, Concepts, & Costs to City of Chesterfield - Friday, January 23, 2026												
<b>Task 04 - 2nd Round of Stakeholder Team Meetings</b>												
Develop Agenda & Materials												
Stakeholder Team Meeting #3												
Open House / Town Hall - Maximum of Three (3)												
Create Summary Report & Submit to City of Chesterfield												
<b>Task 05 - Refinement of Options</b>												
Refine 3 Conceptual Plans												
Refine Renderings of Site Plan & 3D Images												
Refine Construction Cost Estimate for Each Plan												
Refine Operational Cost Analysis for Each Plan												
Submit Concepts & Costs to City of Chesterfield - Friday, March 13, 2026												
<b>Task 06 - 3rd Round of Stakeholder Team Meetings</b>												
Develop Agenda & Materials												
Stakeholder Team Meeting #4												
Create Summary Report & Submit to City of Chesterfield												
<b>Task 07 - Aquatic Center Financing</b>												
Public Engagement Campaign for Financing												
Development of Financing Strategies												





# Memorandum

To: Wayne Dunker, Parks, Recreation & Arts Director

From: Kari Johnson, Superintendent of Recreation

Date: 8/7/25

Subject: Street Pole Banner Replacement Designs

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A team was developed by members of each department to redesign the street pole banners on Chesterfield Parkway. Staff have developed banners to reflect the character of our community while enhancing the visual appeal of this key corridor.

As part of our ongoing efforts to maintain and improve the city's streetscape, the current banners are due to be replaced. Funds have been allocated in the current year's budget specifically for this purpose. An initial design was reviewed at the July 21 Parks, Recreation and Arts Committee of Council meeting. The edits, comments and suggestions from that meeting were incorporated into the current proposed design. Attached are the proposed banner design and supporting visuals for your review.

We are requesting the Park, Recreation and Arts Committee of Council to accept the new design and bring the design forward for consideration at the upcoming City Council meeting.

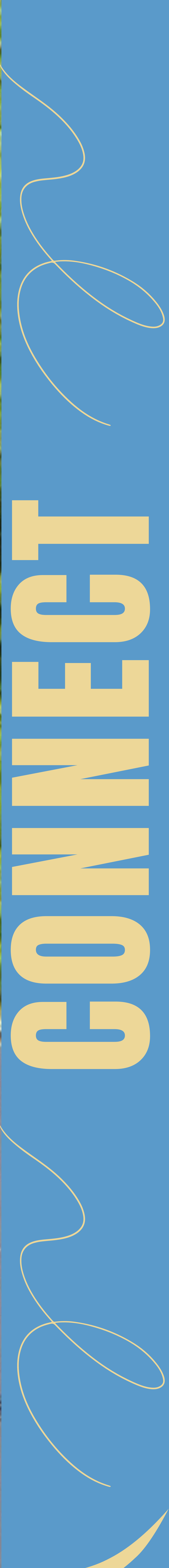
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The below designs were originally presented at the last meeting with a few tweaks in colors to showcase some variations that will be discussed in the meeting.



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# Memorandum

To: Mike Geisel, City Administrator

From: Wayne Dunker, Director of Parks, Recreation & Arts *Wayne Dunker*

Date: 8/6/25

Subject: 2026 Municipal Park Grant Application – Round 26

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It's that time of year again and we are looking forward to applying for a St. Louis County Municipal Park Grant. The City of Chesterfield has received numerous grants over the years including grants for Logan Park, Central Park pavilion, surface improvements at the Awakening, River's Edge trail, pavilion and boat dock installation, resurfacing Miracle Field and playground replacement, Veterans Honor Park, and Central Park's Playground.

For Round 26 we will be asking to receive a Municipal Park Grant to update the Chesterfield Valley Athletic Complex's (CVAC) existing lights on fields C1-4 to LED lights.

Every year, the CVAC becomes a hub of activity March-November. Throughout the year, CVAC has roughly 21,000 hours of field usage from tournaments, leagues, programs, camps and clinics. Despite the vital role the complex plays in fostering community spirit and promoting active lifestyles, its outdated lighting system is holding it back. Inefficient and costly, the current setup struggles to meet the demands of modern athletic events. The time has come for CVAC to make a game-changing upgrade to LED lighting, ensuring that the complex remains a beacon of excellence for years to come.

Traditional metal halide and high-pressure sodium lights (currently used on the fields) are energy hogs. They guzzle electricity, driving up utility bills and leaving a significant carbon footprint. LEDs, on the other hand, are designed for efficiency. Consuming up to 70% less energy than traditional fixtures, LED systems not only reduce costs but also contribute to environmental sustainability. This is a critical step for municipalities and organizations aiming to meet energy-saving goals and demonstrate environmental responsibility.

The grant application deadline is at the end of August. Therefore, I request and recommend that this information along with a Resolution authoring me to apply for a Municipal Park Grant in Round 26 for CVAC Lighting Replacement be

forwarded to the full City Council at their meeting on August 18<sup>th</sup> for consideration and passage.

As is normally the case, if Chesterfield is successful and awarded the requested grant funds, we would return to City Council for project authorization and funding.

If you have any additional questions or require additional information, please let me know at your earliest convenience.