



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, June 7, 2021
6:30PM**

I. Appointments – Mayor Bob Nation

A. Planning Commission – Appointment

Caryn Carlie

Planning & Public Works Committee recommends approval

B. Architectural Review Board – Re-Appointments

Scott Starling

Doug DeLong

C. Board of Adjustment – Re-Appointment

Barb Whitman

D. Police Personnel Board – Re-Appointments

John Nichols

Kenneth Voigt

**II. Planning and Public Works Committee – Chairperson Mary Monachella,
Ward I**

A. Next Meeting – June 10, 2021 (5:30pm)

**III. Finance and Administration Committee – Chairperson Michael Moore,
Ward III**

**IV. Parks, Recreation and Arts Committee – Chairperson Mary Ann
Mastorakos, Ward II**

**A. Creative Arts Alliance Sculpture Recommendation – Parks,
Recreation & Arts Committee recommends approval (Voice Vote
required)**

**B. Sponsorship Proposal – Parks, Recreation & Arts Committee
recommends approval (Roll Call Vote required)**

- V. Public Health and Safety Committee** – Chairperson Tom DeCampi, Ward IV
- A. Proposed Resolution – City of Chesterfield Title VI Plan – Public Health & Safety Committee recommends approval (Voice Vote required)**
 - B. Parkway School Resource Officer Agreement – Public Health & Safety Committee recommends approval (Roll Call Vote required)**
 - C. St. Louis County Fusion Center Agreement – Public Health & Safety Committee recommends approval (Roll Call Vote required)**
- VI. Report from the City Administrator & Other Items Requiring Action by City Council** – Mike Geisel
- A. Bid Recommendation** – APWA Salt Cooperative, De-icing Salt **(Roll Call Vote required)**
- VII. Other Legislation**
- A. Bill No. 3345 - Arrowhead Estates - Boundary Adjustment Plat** – An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 6 & 12 of Arrowhead Estates (35 & 36 Arrowhead Estates Ct.) for a 6 acre tract of land zoned “NU” Non-Urban District located east of West Dr. and north of Olive Blvd. (17S330060, 17S330026) **(First & Second Readings) Department of Planning recommends approval**
- VIII. Unfinished Business** – Mayor Bob Nation
- IX. New Business** – Mayor Bob Nation
- X. Adjournment**

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

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City’s representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3) 1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

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



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, June 7, 2021
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie McGownd
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – May 19, 2021
- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, June 10, 2021 – Planning & Public Works (5:30 pm)**
 - B. Monday, June 14, 2021 – Planning Commission (7pm)**
 - C. Monday, June 21, 2021 – City Council (7pm)**
- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - Proclamation** – Judge Rick Brunk
- VIII. APPOINTMENTS** – Mayor Bob Nation
 - A. Planning Commission – Appointment** – Caryn Carlie
Planning & Public Works Committee recommends approval
 - B. Architectural Review Board – Re-Appointments**
 - Scott Starling
 - Doug DeLong
 - C. Board of Adjustment – Re-Appointment**
 - Barb Whitman
 - D. Police Personnel Board – Re-Appointments**
 - John Nichols
 - Kenneth Voigt

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Mary Monachella,
Ward I

1. Next Meeting – June 10, 2021 (5:30pm)

B. Finance and Administration Committee – Chairperson Michael Moore,
Ward III

C. Parks, Recreation and Arts Committee – Chairperson Mary Ann
Mastorakos, Ward II

1. Creative Arts Alliance Sculpture Recommendation – Parks, Recreation & Arts Committee recommends approval (Voice Vote required)

2. Sponsorship Proposal – Parks, Recreation & Arts Committee recommends approval (Roll Call Vote required)

D. Public Health and Safety Committee – Chairperson Tom DeCampi, Ward IV

1. Proposed Resolution – City of Chesterfield Title VI Plan – Public Health & Safety Committee recommends approval (Voice Vote required)

2. Parkway School Resource Officer Agreement – Public Health & Safety Committee recommends approval (Roll Call Vote required)

3. St. Louis County Fusion Center Agreement – Public Health & Safety Committee recommends approval (Roll Call Vote required)

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

Bid Recommendation – APWA Salt Cooperative, De-icing Salt (Roll Call Vote required)

XI. OTHER LEGISLATION

A. Bill No. 3345 - Arrowhead Estates - Boundary Adjustment Plat – An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 6 & 12 of Arrowhead Estates (35 & 36 Arrowhead Estates Ct.) for a 6 acre tract of land zoned “NU” Non-Urban District located east of West Dr. and north of Olive Blvd. (17S330060, 17S330026) **(First & Second Readings)**
Department of Planning recommends approval

XII. UNFINISHED BUSINESS – Mayor Bob Nation

XIII. NEW BUSINESS – Mayor Bob Nation

XIV. ADJOURNMENT

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

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

AGENDA REVIEW – MONDAY 6/7/2021 – 6:30 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:30 PM, on Monday, June 7, 2021**, immediately following the F&A Committee of the Whole.

Please let me know, ASAP, if you will be unable to attend this meeting.

City of Chesterfield
Excess Checks (=> \$5,000)
May 2021

DATE	CHECK #	VENDOR	DESCRIPTION	CHECK AMT	FUND
5/27/2021	5038	THOMAS AND HUTTON ENGINEERING CO	CHESTERFIELD VALLEY STORM WATER ANALYSIS	\$ 8,167.50	111
5/13/2021	46958	DALE PALMER	REFUND FOR TOURNAMENT	5,000.00	119
5/13/2021	47002	MUSCO SPORTS LIGHTING LLC	LIGHTING PARTS AND SERVICE AT CVAC	13,105.00	119
5/13/2021	47006	RED 11 MUSIC	KOE WETZEL DEPOSIT	15,000.00	119
5/13/2021	47012	WEIHE ENGINEERS, INC.	MO STANDARDS PROPERTY BOUNDARY & PARTIAL TOPOGRAPHIC SURVEY	5,900.00	119
5/27/2021	47083	PEPSI BEVERAGE CO	SODA(241 CASES)	5,630.07	119
5/27/2021	47086	R.L. MUELLER NATIONAL DIST. INC.	HOT DOGS, BUNS, BAVARIAN TWIST, CUPS, CHIPS, MUSTARD, RELISH, PRETZELS, CHEESE	6,541.13	119
5/27/2021	47093	SWT DESIGN, INC	DESIGN CONSULTATION - LOGAN PARK	6,840.00	119
5/6/2021	63523	AXON ENTERPRISE INC	15FT/25FT STANDARD CARTRIDGE(145)/BATTERY PACK(25)	7,141.00	121
5/6/2021	63527	COMPASS MINERALS AMERICA INC	SALT CO-OP, 2019/2020 SALT	76,084.81	001
5/6/2021	63534	GAMMA TREE EXPERTS	2020 STUMP GRINDING, 2021 STUMP GRINDING, 2021 STREET TREE REMOVAL	9,274.25	001/120
5/6/2021	63542	JATHEON TECHNOLOGIES, INC	COMPUTER HARDWARE - ARCHIVE APPLIANCE	11,848.00	001
5/6/2021	63554	RAINERI CONSTRUCTION, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT B	38,950.00	120
5/6/2021	63561	SUPERIOR WATERPROOFING & RESTORATION CO., INC.	PARKING STRUCTURE EXPANSION JOINT REPAIRS	13,265.00	001
5/6/2021	63564	TREASURER-ST. LOUIS COUNTY	POLICE COMMUNICATIONS APRIL 2021	16,937.19	121
5/13/2021	63569	AMCON MUNICIPAL CONCRETE, LLC	2021 SELECTIVE SLAB REPLACEMENT PROJECT A	502,636.12	120
5/13/2021	63574	BEELMAN LOGISTICS LLC	SALT DELIVERY & UNLOADING	5,437.84	001
5/13/2021	63586	FARINELLA NURSERY LANDSCAPE CONST. LLC	TREES FOR ARBOR DAY PROJECT-1 CHINESE ELM/1 WHT OAK, 20 WHITE OAK TREES FOR ARBOR DAY PROJECT	6,470.00	120
5/13/2021	63613	TSG PROPERTIES	PARTIAL GRADING SURETY RELEASE - 84 LUMBER, ADJUSTED LOT 2	13,070.00	808
5/20/2021	63617	AMEREN MISSOURI	690 CHESTERFIELD PKWY W-0627147004	8,307.84	001
5/20/2021	63631	COMPASS MINERALS AMERICA INC	2019/2020 SALT, 2020-2021 SALT	84,942.53	001
5/20/2021	63632	DAN WORTH CONSTRUCTION, LLC	GRADING SURETY RELEASE-14800 SUGARWOOD TRAIL, G-119-18	5,200.00	808
5/20/2021	63633	DANIEL JONES & ASSOCIATES P.C.	AUDIT BID FOR YEAR ENDING DEC 31 2020	21,580.00	001
5/20/2021	63634	DELTA DENTAL OF MISSOURI	JUNE 2021 DENTAL INSURANCE-LOW/HIGH	12,641.66	001
5/20/2021	63640	GAMBLE & SCHLEMEIER, LTD	JUNE 2021 GOVERNMENTAL CONSULTANTS MONTHLY RETAINER, 2021 GOVERNMENTAL CONSULTANTS RETAINER-APPROPRIATIONS PROJECT	28,333.33	001
5/20/2021	63653	LAMKE TRENCHING & EXCAVATING, INC.	2021 SIDEWALK REPLACEMENT PROJECT B	141,912.90	120
5/20/2021	63655	MCBRIDE & SON HOMES, INC.	LOT CASH ESCROW RELEASE - FF, LOTS 3,27,44,45,49,53,56,74	12,000.00	808
5/20/2021	63662	PAYNE FAMILY HOMES	GRADING SURETY RELEASE-WEST COUNTY ACRES, LOTS 21 & 22, LOT CASH ESCROW RELEASE - ALEXANDER WOODS, LOTS 19,31,33,34	11,000.00	808
5/20/2021	63664	PNC BANK	MAY 2021 MONTHLY PNC STATEMENT	9,103.30	001
5/20/2021	63670	THE GRAVILLE LAW FIRM, LLC	FEB 2021 PROFESSIONAL SERVICES	22,767.24	001
5/20/2021	63671	THE HARTFORD-PRIORITY ACCOUNTS	MAY 2021 LIFE INSURANCE	9,733.91	001
5/27/2021	63687	CONSORT HOMES, INC.	LOT CASH ESCROW RELEASE - FIENUP FARMS, LOTS 85,86,87,95,96,106	10,500.00	808
5/27/2021	63694	ENERGY PETROLEUM CO.	MID RFG GASOLINE 89 OCT	17,006.18	001
5/27/2021	63697	FOUR SEASONS ASSOCIATION	FOUR SEASONS ASSOCIATION - SNOW REIMBURSEMENT	6,765.00	001
5/27/2021	63708	JIM GRANGER	ARROWHEAD ESTATES-SNOW REIMBURSEMENT	6,120.00	001
5/27/2021	63728	SMITH MANAGEMENT GROUP	BAYWOOD VILLAGES CONDO ASSOCIATION - SNOW REIMBURSEMENT	6,440.00	001
5/27/2021	63730	SPIRE ENERGY	690 CHESTERFIELD PKWY W-3433311000	5,533.73	001
5/27/2021	63743	VALERIE ROVIRA	BAXTER RIDGE - SNOW REIMBURSEMENT	7,155.00	001
				<u>\$ 1,194,340.53</u>	

Respectfully submitted by,
John Hughes, Assistant Finance Director



Fund Legend

General Fund	001
Sewer lateral fund	110
Parks	119
Capital Improvements	120
Public Safety	121
Trust & Agency	808



RECORD OF PROCEEDING

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

MAY 19, 2021

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

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

A roll call was taken with the following results:

PRESENT

Mayor Bob Nation
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Tom DeCampi
Councilmember Gary Budoor

ABSENT

Councilmember Mary Monachella

APPROVAL OF MINUTES

The minutes of the May 3, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Mastorakos, to approve the May 3, 2021 City Council minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall will be closed on Monday, May 30 in observance of Memorial Day

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

COMMUNICATIONS AND PETITIONS

Newly appointed Municipal Judge Mark Gaertner was publicly sworn in by his father and brother, Gary Gaertner Sr. and Gary Gaertner Jr.

Mayor Nation presented proclamations to the members of “The Coding Cheetahs”. The members of this group are State Champions in their division at the FIRST LEGO League Eastern Missouri Regional Championship and were awarded the Innovation Project Award in the 9-16 age group.

Mr. Rob Kilo, 16734 Benton Taylor Drive, discussed placement of traffic signals along Wild Horse Creek Road and Baxter.

Ms. Kelli Unnerstall, 14649 Summer Blossom Lane, indicated that she was speaking as a trustee for the Seasons at Schoettler subdivision, and spoke regarding Logan Park, requesting limitations on pavilion size, parking and lighting. She stated her opposition to rental of pavilion to the public.

Mr. Rick Dreyfus, 14612 Summer Blossom Lane, spoke about Logan Park and suggested that the City start small and expand as necessary; specifically, limiting the number of picnic tables and parking.

Mr. Bob Wulff, 14616 Summer Blossom Lane, expressed appreciation that the Mayor, Councilmember, and Parks Director responded personally to his letter expressing concerns about the intensity and size of Logan Park.

APPOINTMENTS

Mayor Nation nominated Ms. Susan Lew and Mr. Kristopher Mehrtens for appointment to the Architectural Review Board, as recommended by the Planning & Public Works Committee. Councilmember Moore made a motion, seconded by Councilmember Hurt, to approve the appointment of Ms. Susan Lew and Mr. Kristopher Mehrtens to the Architectural Review Board for a term of two years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Dan Hurt, Vice-Chairperson of the Planning/Public Works Committee, indicated that he had no action items this evening.

Councilmember Hurt announced that the next meeting of this Committee is scheduled for Thursday, May 20, at 5:30 p.m.

Finance & Administration Committee

Councilmember Michael Moore, Chairperson of the Finance & Administration Committee, made a motion, seconded by Councilmember McGuinness, to approve the destruction of records in accordance with the Secretary of State's guidelines and City Policy Number 1, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the Reimbursement Agreement providing for Wildhorse Village L.P. to reimburse the City for legal expenses associated with the review of economic development tools in the southwest quadrant, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – McGuinness, Hurt, Mastorakos, Wahl, Moore and Budoor. Nays – DeCampi. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve the Public Purpose Policy, as recommended by the Finance & Administration Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Moore made a motion, seconded by Councilmember McGuinness, to approve an agreement with Azavar, to perform an audit to recover misdirected revenues and to authorize the City Administrator to execute the project agreement with Azavar, as recommended by the Finance & Administration Committee. A roll call vote was taken with the following results: Ayes – Wahl, Mastorakos, McGuinness, Hurt, DeCampi, Budoor and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

Councilmember Moore announced that the next meeting of this Committee is scheduled for Monday, June 7, at 5:00 p.m., as a Committee of the Whole, for the purpose of discussing special financing districts and the City's need to protect the residents and taxpayers of Chesterfield from loss or diminishment of services resulting from new municipal obligations created by development.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee is scheduled for Tuesday, May 25, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, announced that the Public Health & Safety Committee met the day prior to the Council meeting and actions from that meeting will be addressed at the next City Council meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel indicated that he had no report this evening, but there were two action items under “Other Legislation” for which he would be requesting motions.

OTHER LEGISLATION

Bill No. 3343 Provides for the approval of a Record Plat for Plat 2 of the Grand Reserve subdivision, a 0.729-acre tract of land zoned “R-4” located east of the intersection of Olive Boulevard and Grand Reserve Drive (18S641691) **(First & Second Readings) Planning Commission recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember McGuinness, for the first reading of Bill No. 3343. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3343 was read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember Moore, for the second reading of Bill No. 3343. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3343 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3343 with the following results: Ayes – DeCampi, Budoor, Moore, Wahl, Hurt, Mastorakos and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3343 approved, passed it and it became **ORDINANCE NO. 3145**.

Bill No. 3344 Provides for the approval of a Boundary Adjustment Plat for 2272 & 2241 Clarkson Road, a tract of land totaling 1.006 acres zoned “NU” Non-Urban District located east of Clarkson Road and south of Wilson Avenue (20T520103) **(First & Second Readings) Department of Planning recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, for the first reading of Bill No. 3344. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3344 was read for the first time.

Councilmember McGuinness made a motion, seconded by Councilmember Hurt, for the second reading of Bill No. 3344. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3344 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3344 with the following results: Ayes – McGuinness, Mastorakos, Budoor, Moore, DeCampi, Wahl and Hurt. Nays – None. Whereupon Mayor Nation declared Bill No. 3344 approved, passed it and it became **ORDINANCE NO. 3146**.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 8:31 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

A. Thursday, June 10, 2021 – Planning & Public Works (5:30 pm)

B. Monday, June 14, 2021 – Planning Commission (7pm)

C. Monday, June 21, 2021 – City Council (7pm)

COMMUNICATIONS

Mayor Nation will issue a proclamation to Judge Brunk, who is retiring as Chesterfield's municipal judge, after serving the City for 33 years. I am sure we will all join in celebrating and recognizing his public service.

Proclamation

City of Chesterfield, Missouri

Whereas:

Rick Brunk was appointed as the first Prosecuting Attorney for the City of Chesterfield on June 1, 1988; and

WHEREAS,

Mr. Brunk has been the Municipal Judge from 1994 to June 10, 2021 for a total of 27 years; and

WHEREAS,

Mr. Brunk has a total of 33 years of service to the City of Chesterfield in the two aforementioned positions; and

WHEREAS,

Mr. Brunk has served on the Board of Directors of the “Missouri Municipal and Associate Circuit Judges Association” (MMACJA) for several decades; and

WHEREAS,

Mr. Brunk was appointed to serve as the Liaison Director for MMACJA to work with the “Missouri Association of Court Administration” (MACA) which included coordinating training between the two organizations for the Annual Court Conference and served on numerous panels and committees for both organizations; and

WHEREAS,

Mr. Brunk was instrumental in incorporating all the requirements from Senate Bill 5 in the Chesterfield Court as well as for various other courts throughout St. Louis County and surrounding areas, while, once again, serving on various panels and committees after the passage of this Senate Bill.

NOW, THEREFORE, I, Bob Nation, Mayor of the City of Chesterfield, do hereby proclaim June 7, 2021 as

RICK BRUNK DAY

In the City of Chesterfield

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND AND CAUSED THE OFFICIAL SEAL OF THE CITY OF CHESTERFIELD TO BE AFFIXED THIS 7th DAY OF JUNE 2021.

Bob Nation, Mayor

ATTEST:

Vickie McGownd, City Clerk

Rick Brunk

- Was appointed as the first Prosecuting Attorney for the City on June 1, 1988
- Took over the position of Municipal Judge in 1994 when Michael Doster resigned.
- Has been the Municipal Judge from 1994 to June 10th, 2021 for a total of 27 years.
- Has a total of 33 years of service to the City of Chesterfield in the two aforementioned positions.

Other Facts/Information

- Rick has served on the Board of Directors of the “Missouri Municipal and Associate Circuit Judges Association” (MMACJA) for several decades.
- He was appointed to serve as the Liaison Director for MMACJA to work with the “Missouri Association of Court Administration” (MACA) which included coordinating training between the two organizations for the Annual Court Conference and served on numerous panels and committees for both organizations.
- He was instrumental in incorporating all the requirements from Senate Bill 5 in the Chesterfield Court as well as for various other courts throughout St. Louis County and surrounding areas, while, once again, serving on various panels and committees after the passage of this Senate Bill.

APPOINTMENTS

Planning Commission – Recommended Appointment:

- Caryn Carlie,
Planning & Public Works Committee recommends approval

Architectural Review Board – Recommended Re-Appointments:

- Scott Starling
- Doug DeLong

Board of Adjustment – Recommended Re-Appointment:

- Barb Whitman

Police Personnel Board – Recommended Re-Appointments:

- John Nichols
- Kenneth Voigt



DATE: May 21, 2021
TO: Michael O. Geisel, City Administrator
FROM: Vickie McGownd, City Clerk *nm*
SUBJECT: Statutory Committee Member Re-Appointments

Mayor Nation intends to nominate the following individuals for re-appointment at the June 7, 2021 City Council meeting:

Architectural Review Board (2 year term)

Scott Starling
14 Upper Conway Lane
Chesterfield, MO 63017
636-778-0969 – h
314-630-5585 – c
ssstarling03@gmail.com
Ward II
New term expires 8/5/23

Doug DeLong
DeLong Landscape Architecture, LLC
7620 West Bruno Avenue
St. Louis, MO 63117
314-346-4856
delong.la@gmail.com
New term expires 8/17/23

Board of Adjustment (5 year term)

Dr. Barb Whitman
1942 Ridge Lake
Chesterfield, MO 63017
636-532-3319 – h
burmese41@aol.com
Ward III
New term expires 8/1/26

Police Personnel Board (3 year term)

John Nichols
132 Brighthurst Drive
Chesterfield, MO 63005
314-570-9912
Ward IV
New term expires 8/15/24

Kenneth Voigt
16778 Benton Taylor Drive
Chesterfield, MO 63005
314-640-1652
Ward IV
New term expires 8/15/24

Please add these re-appointments to the June 7 City Council agenda.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Monachella

Vice-Chair: Councilmember Hurt

There are no Planning and Public Works Committee action items scheduled on the agenda for this meeting.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, June 10, 2021, at 5:30 pm.

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

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning **JW**
Jim Eckrich, Director of Public Works/City Engineer

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, May 20, 2021



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, May 20, 2021 in the Council Chambers.

In attendance were: **Chair Mary Monachella** (Ward I), **Councilmember Mary Ann Mastorakos** (Ward II), **Councilmember Dan Hurt** (Ward III), and **Councilmember Tom DeCampi** (Ward IV).

Also in attendance were: Mayor Bob Nation; Planning Commission Chair Merrell Hansen; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning; Chris Dietz, Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:30 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the May 6, 2021 Committee Meeting Summary

Councilmember Mastorakos made a motion to approve the Meeting Summary of May 6, 2021. The motion was seconded by Councilmember Hurt and passed by a voice vote of 4-0.

Chair Monachella made a motion to discuss New Business Item III.A before Unfinished Business. The motion was seconded by Councilmember Mastorakos and passed by a voice vote of 4-0.

III. NEW BUSINESS

A. Planning Commission Nominee Interview

Chair Monachella introduced Planning Commission nominee Caryn Carlie.

Ms. Carlie stated that she lives in the Village of Green Trails subdivision in the home that her parents built in 1966. In the past, she had expressed an interest in becoming a member of the Planning Commission, however, there were no openings at that time. She is motivated by rules and is detail-oriented, organized, and can work independently. She feels that these are all qualities that would be beneficial to the Planning Commission. In preparation, she has looked at the City's website, read through several documents and bios, and has watched some of Chesterfield's videos. While acknowledging she does not have the experience, knowledge of procedures or history of prior decisions, Ms. Carlie stated that she is committed to doing the work that is required and is ready for the challenge.

Planning Commission Chair Merrell Hansen stated that most newcomers to the Planning Commission do not have first-hand knowledge. However, Staff always provides information that helps the Planning Commission in making their decisions. It does take time to study the background and to review ordinances. It is the Planning Commission's job to provide information to the City Council to enable them to make decisions.

Councilmember Hurt stated that she needs to be self-assured and have confidence in what she does but also be willing to reach a consensus. He is impressed with her varied background and thinks that she will fit in well with the Planning Commission.

Councilmember Mastorakos stated that since Ms. Carlie has lived in Chesterfield for most of her life, she has the advantage of seeing where the City has been and where it is going. In response to Councilmember Mastorakos' question, Mr. Carlie stated that the City has done an amazing job with the westward development and that Chesterfield has it all; i.e., something for everyone.

Councilmember DeCampi made a motion to forward the Planning Commission nomination of Caryn Carlie to City Council with a recommendation to approve. The motion was seconded by Councilmember Hurt and **passed by a voice vote of 4-0.**

II. UNFINISHED BUSINESS

- A. POWER OF REVIEW - 18122 Chesterfield Airport Rd. (Scott Properties) SDP:** A Site Development Plan, Landscape Plan, Lighting Plan, Tree Stand Delineation, Tree Preservation Plan, Architectural Elevations and Architect's Statement of Design for a 12.04-acre tract of land zoned "M-3" - Planned Industrial District located at the southeast corner of the intersection of Chesterfield Airport Road and Spirit of Saint Louis Boulevard (17V420157). (Ward 4)

Chair Monachella stated that this project had been delayed until the Planning Commission could review Ordinance 1430 to determine whether the proposed development was in compliance with the Comprehensive Plan. After a thorough review by the Planning Commission, they determined that Ordinance 1430 was noncompliant. Ordinance 1430 was then discussed at the May 6, 2021 Planning & Public Works Committee Meeting. After considerable discussion, the Committee directed Staff to work with the Planning Commission to review and modify zoning within Chesterfield Valley to begin aligning the regulations of the Unified Development Code with the Comprehensive Plan.

In reviewing Ordinance 1430, Chair Monachella stated that the proposed concept for retail in the Site Development Plan for 18122 Chesterfield Airport Road does not meet the criteria for retail that is permitted in Ordinance 1430.

Justin Wyse, Director of Planning, stated that the site plan can be split into two halves; the eastern half, which includes three industrial buildings, and the western half, which is where the retail/office building is proposed. The conflict revolves around the retail portion. Ordinance 1430 permits a commercial shopping area, not to exceed 10 acres, which should be geographically oriented to the principal uses. This Ordinance dates back to 1961 when there was very little development within Chesterfield Valley so the idea of 10 acres of commercial to support the industrial base was acceptable. It is difficult to compare uses from a 60-year-old definition of a shopping center with the current definition of a shopping center as they are very different. So the question is, does the proposed retail fulfill the need of being geographically oriented to the principal users?

There was considerable discussion regarding what type of retail the applicant envisions and whether it meets the geographical orientation that is in the Ordinance. It appears that this is a retail center that will become a shopping destination rather than ancillary retail to support the business park.

George Stock, Stock & Associates representing the petitioner Mr. Scott, stated that when his client started the project, they reviewed Ordinance 1430 which identified a 10-acre area for a shopping center. Mr. Scott does not believe there is a need for a big box shopping center of that size. However, he envisions small shops that support the industrial area such as FEDEX, UPS, coffee shop, copy shop, or small café. This corner is not the mall. There will not be a women's dress shop, or high-end retail clothing stores such as Gucci or Ralph Lauren. The retail is meant to support the people working in that area. Mr. Stock discussed how he agrees the conditions in the Valley have changed significantly over the years including access improvements to / from I-64 at Spirit of St. Louis Blvd., development of Chesterfield Blue Valley, the proposed Gateway Studios project, and other continued development.

Mr. Scott will accept whatever the City decides as he is committed to this plan. Mr. Stock understands that retail is changing and stated that this is not going to be a Best Buy or Target. It will be a niche market to support the surrounding businesses.

There was further discussion regarding how to proceed. At the suggestion of the applicant, it was decided to postpone the project so that a member of the Committee could meet with Mr. Stock and the applicant to discuss further how the plan can be modified to meet the retail use as outlined in Ordinance 1430.

Councilmember Hurt made a motion to hold 18122 Chesterfield Airport Rd. (Scott Properties) SDP until a July 12, 2021 special meeting of the Planning & Public Works Committee meeting to allow a member of the City Council to meet with the Petitioner to discuss the proposed retail. The motion was seconded by Councilmember Mastorakos and passed by a voice vote of 4-0.

- B. POWER OF REVIEW: Incarnate Word Sign Package:** A request for a Sign Package consisting of an Electronic Message Center for a 9.92-acre tract of land located on the south side of Olive Boulevard, west of State Highway 141 (16Q311770). (Ward 1)

Due to illness, the Petitioner has requested that this item be postponed until the June 10, 2021 Planning & Public Works Committee meeting.

Councilmember Hurt made a motion to postpone the Incarnate Word Sign Package until the June 10, 2021 Planning & Public Works Committee meeting. The motion was seconded by Councilmember DeCampi and passed by a voice vote of 4-0.

I.V. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:40 p.m.

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember Moore

Vice-Chair: Councilmember McGuinness

There are no Finance and Administration Committee action items scheduled on the agenda for this meeting. The Finance and Administration Committee of the Whole is scheduled to meet at 5 pm, immediately prior to the Agenda Worksession.

NEXT MEETING

The next meeting of the Finance and Administration Committee has not yet been scheduled.

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

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Mastorakos

Vice Chair: Councilmember Budoor

Creative Arts Alliance Sculpture Recommendation

The Parks Department was successful in acquiring the City's first choice in artwork at the February Creative Art Alliance Draft. The artwork, "JOY", which stands 5; 3" tall, will be loaned to the City of Chesterfield for a two-year term, as a member of the alliance. Per City Policy, the installation location is to be approved by the City Council. The PR&A Committee recommended that this specific artwork be moved around the city during its two-year lease term, but that initial placement be at the Amphitheater and subsequently moved to other city parks and trailheads. A voice vote is required to approve the Committee's recommendation on placement. **The Parks, Recreation and Arts Committee recommends approval.**

Sponsorship Proposal

The Parks Department has successfully solicited a sponsorship package with Summit Distribution at a value of \$150,000. This sponsorship provides for the container concession facilities that are part of the entertainment plaza and replaces temporary tented beverage stations within the facility. As you are aware, the City's prior agreement with beverage sponsor InBEV has expired and Mr. Baucom was successful in obtaining a superior replacement. Inasmuch as there are financial terms associated with this sponsorship, **a roll call vote is required. Parks, Recreation and Arts Committee recommends approval.**

NEXT MEETING

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

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



PARKS, RECREATION AND ARTS COMMITTEE OF COUNCIL MEETING RESULTS

**May 25, 2021
City Hall Chambers**

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

Those in attendance included:

Councilmember Mary Monachella, Ward I
Chairperson Mary Ann Mastorakos, Ward II
Councilmember, Dan Hurt, Ward III
Councilmember, Gary Budoor, Ward IV

Also in attendance were:

Mayor Bob Nation
Director of Parks, Recreation & Arts, Tom McCarthy
Executive Assistant, Parks, Recreation & Arts, Ann-Marie Stagoski
Mr. & Mrs. Unnerstall
Merrell Hansen

Agenda Item #2: Approval of Minutes

The meeting results of the February 2, 2021 Parks, Recreation & Arts Committee of Council Meeting were submitted for approval. Councilmember Hurt made a motion, seconded by Councilmember Mastorakos, to approve the meeting results. There being no discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #1: Election of Vice Chair for Parks, Recreation and Arts Committee of Council

Councilmember Mastorakos moved to recommend Councilmember Budoor as Vice Chair of the committee. Councilmember Hurt seconded the motion. There being no further discussion, the motion was passed by a voice vote of 4 to 0.

Public input:

Resident Kelli Unnerstall wanted to address the committee as a resident of the community living across from Logan Park. She stated that everyone is favor of the park but a few things were out of line with the wishes of the residents. She would prefer that the pavilion be kept to 6 tables and that the rentals be limited to one to two rentals per month. She also had concerns with the amount of lighting, where it would be placed and parking.

Agenda Item #3: Creative Arts Alliance Sculpture Recommendation and Vote

Director McCarthy explained that the Creative Arts Alliance Call for Art received 140 art submissions this year. This program started 5 years ago with 5 cities participating and is up to 26 cities at this time. The art is leased for 2 years at a cost of \$1,000 per year. PRCAC selected and got their first choice of artwork, Joy. The committee came up with the idea of doing a "Tour de Joy" or "Sharing the Joy". The art piece could move around the City for periods of time. It is moveable but can be safely secured.

Councilmember Monachella asked how much art have we kept from this program. Director McCarthy explained that we have never kept a piece. Councilmember Hurt expressed a desire to keep them as visible as possible and suggested considering replacing the *Dashes* sculpture but didn't think there was as much traffic at River's Edge Park. Director McCarthy explained that the locations were chosen by the committee and Councilmember Mastorakos stated that having been involved with the committee in the past she recognized the thought that the committee gives to making their decisions.

Councilmember Mastorakos moved to accept the recommendation of the PRCAC and Councilmember Monachella seconded the motion. There being no further discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #4: Sponsorship Proposal Discussion, Recommendation and Vote

Director McCarthy explained that in the past we've had a beverage sponsorship package. That sponsorship with InBev expired. Superintendent Baucom put together a package of things we need at the amphitheater. Recognizing that the set up and tear down for events at the amphitheater was challenging, the concession containers would fill more than one need. InBev was approached but not interested at this time. Talks began with Summit and an agreement was reached for \$150,000 for 5 years. Some of this money will go toward the purchase of the containers which will have limited graphics on them. Previous contracts were for \$25,000 for 5 years.

Councilmember Mastorakos inquired how much of the cost of the containers would fall on the City and if they were movable. Director McCarthy explained that Superintendent Baucom has acquired several bids and the cost of the 10 foot is around \$20,000 and the 20 foot is around \$28,000. The 40 foot long container is approximately \$60,000-\$80,000. The City is looking to put wheels on the 10 foot container but the size of the other two would make them not easily movable.

Councilmember Hurt asked for clarification on the number and size of containers under discussion. Director McCarthy explained that there would be a 10' long x 8' wide x 9' tall container in place of the current pergola. There would be a 20' x 8' wide 9' tall container near the plaza side of the amphitheater just east of the restrooms, and a 40' long x 8' wide x 9' tall with a 40' long x 8' wide upper deck in the Entertainment Plaza area. Containers would have logos which would not be able to be seen when the units are closed. In addition, as part of the sponsorship package, two logos would be at the ballfields and some additional sponsorship opportunities at the CVAC and the amphitheater.

Further discussion included seating capacity of the 10X40 at around 40. Safety of the balcony is being taken into consideration and will adhere to all code requirements. A logo will be added to the Chesterfield Amphitheater website the same as it was for the previous sponsor. The "street team" may participate in events and do activities such as raffles, give aways, bean bag tosses, etc. There is the possibility of having sampling events. Sports games and events can be played on the TV. It could also be used for farmers markets, small entertainment events, etc. Councilmember Mastorakos commented that the Muny has live music, performers and people gather prior to shows in a very festive atmosphere.

There was clarification that this was not part of the previously discussed concept of hiring a consultant to acquire sponsorships. This was negotiated solely within the Parks Department.

Councilmember Mastorakos moved to accept the recommendation of the PRCAC and Councilmember Budoor seconded the motion. Mayor Nation asked about the cost of purchasing the containers. Director McCarthy stated that the cost would be approximately \$125,000 which would use up most of the sponsorship funds. Councilmember Hurt inquired if there was a kick out clause. Director McCarthy said typically we don't have the

need but the contracts are reviewed by the City Attorney. There being no further discussion, the motion was passed by a voice vote of 4 to 0.

Agenda Item #5: Pool Operations Update

Director McCarthy explained that the Parks Department is struggling to get lifeguards. This is a national crisis. We currently have 23 and have a training upcoming where we hope to get a dozen more. We will not have the 60-65 guards that we had in the past. The YMCA is paying a \$200 signing bonus to get guards. Parkway, Rockwood and another school in St. Charles that we get a lot of our guards from are all going to school June 2nd and 3rd so there will not be enough guards to open the pool on those days. We will be open fully Memorial Day weekend, weather permitting. We will open June 1st and 2nd for River Walking which requires 2 guards. June 3rd will only be open for swim team and then regular pool operations June 4th on. Passholders and swim team will be notified as well as social media and the City website.

Councilmember Hurt inquired if the City would reach the 60 guard goal at some point to which Director McCarthy explained that we would continue to hire and train. Councilmember Hurt asked how will the pool operate with 30 guards. Director McCarthy stated that the pool would operate to the best of their ability with the goal to be open every day. Lazy River or Competition pool may be closed at points in time and attractions may rotate what is open based on demand. We have had to do this in the past when the pool was under contract management.

Agenda Item #6: CCEAC & PRACAC Membership Discussion, Recommendation and Vote

Director McCarthy explained that in 2018 we updated policies and one of them was looking at term limits for PRACAC and CCEAC. Some concern from members was that no other committees in the city have term limits. Parks is recommending that we go back to the way we used to do it.

Councilmember Hurt added that council doesn't have term limits. He heard concerns that with Covid many weren't able to contribute that year and at a minimum we should consider adding a year.

Councilmember Monnechello questioned whether others felt there was pressure to re elect the same person. Councilmember Budoor recommend a secret ballot. Councilmember Mastorakos inquired on whether there was a term limit for membership. Members are appointed for a 2 year term by the Mayor and can be reappointed. There was agreement that the election process should not be intimidating.

Councilmember Mastorakos moved to recommend that Director McCarthy come up with a new policy that eliminates term limits and creates a more equitable, private process and Councilmember Monachella seconded the motion. There being no further discussion, the motion was passed by a voice vote of 4 to 0. Director will bring an updated policy back to the committee for review and approval at our next meeting.

Agenda Item #7: Municipal Planning Grant Update for Central Park

Director McCarthy informed the committee that about 48 people attended the Zoom meeting regarding Central Park. The next meeting will be around the end of June for Central Park. These are general concepts needed to write grants and not final details but if we have concepts we can start projects that require less funding.

Councilmember Hurt commented on the process and found hybrids of option 2 and option 3 preferable. His desire is for The Awakening to be as incorporated into the park as possible. Director McCarthy explained that SWT will merge the best concepts into the final design.

Agenda Item #8: Logan Park Update

Director McCarthy explained Parks hosted a similar meeting for Logan Park. A group was concerned that SWT mentioned there would be 8-10 tables at the pavilion but there will only be 6. There was information about a light in the park but there will only be one ambient light for the police in the parking lot that will be shielded so the neighbors won't get light. There will be one small, ambient light on the restroom facility. The restroom has auto lock that allows anyone remaining inside to exit safely and easily. There will be one small light on the pavilion.

Councilmember Hurt felt the best direction on this park was a hybrid of the designs as well. His biggest concern was the access point. Director McCarthy stated that we will work with engineers on recommendations for the crosswalk. It will not be a red, yellow, green light and will not be flashing all the time. The only time the light operates is when a pedestrian utilizes it to cross. The next meeting on Logan park for public information and input will be on June 3rd from 6-7:30 at City Hall in the Chambers.

Agenda Item #9: Unfinished Business

Director McCarthy updated the committee on the holiday event around the end of November. Parks will be asking for additional funds as this event is not in the current budget.

Councilmember Budoor asked if the holiday event is replacing the 4th of July event. Director McCarthy explained that the 4th of July event is being planned. It will be at Chesterfield Valley Athletic Complex this year. We will have fireworks, a band, Circus Kaput and food trucks. Parks has coordinated with the police and fire department. Questions concerned parking and seating.

Agenda Item #6: New Business

No new business.

Agenda Item #6: Adjournment

There being no further business to discuss, Chairperson Mastorakos adjourned the meeting at 6:44 p.m.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy 
Director of Parks, Recreation and Arts
Date: 6/1/2021
Re: Creative Arts Alliance Joy Art Sculpture



On May 25th the Parks, Recreation and Arts Committee of Council reviewed the art piece *Joy* that was approved by the Parks, Recreation and Arts Citizens Advisory Committee. This art work selection is part of the Creative Arts Alliance program we started with several other municipalities five years ago to help get more public art out in public spaces with a two-year lease at a nominal price. There was ample discussion on where it would go and the committee liked the idea that the piece could be moved around the city so more people would get a chance to view *Joy*. The first location will be at the Amphitheater and then it will get moved around to other parks and potentially trailheads.

Councilmember Mastorakos moved to accept the recommendation of the PRCAC and Councilmember Monachella seconded the motion. There being no further discussion, the motion was passed by a voice vote of 4 to 0 in favor of moving the *Joy* recommendation on to the full Council.

With the final approval, we will work on getting the installation completed by the end of June.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy *TM*
Director of Parks, Recreation and Arts
Date: 5/3/2021
Re: Creative Arts Alliance Art Location
Recommendation



At our February 10, Parks, Recreation and Arts Citizens Advisory Committee meeting we voted on and chose the sculpture *Joy* as our final selection. At the Creative Arts Alliance draft on February 16 we were able to acquire our first choice. At our March 13 meeting the PRACAC then discussed placement location for the piece of art work. With ample discussion the committee decided that they would like to move the sculpture around to several different locations throughout the city over the two years we have the sculpture. We would start at the Amphitheater in May then move it to the Riparian Trail, then to Rivers Edge Park, followed by Logan Park when we open there, then on to Dierberg Park, then to the Edison Trail head and have its last visit at the Chesterfield Valley Athletic Complex. This way we would move the sculpture to all four wards and highlight certain areas. There could also be some type of program we could come up with for the sculpture, Tour da Joy or Share the Joy.

I would like to request that this information be forwarded to the Parks, Recreation and Arts Committee of Council for their review and direction.

We would look at an installation date at the Amphitheater sometime in May if we get the approvals from the Committee and Council.

Below is a picture of the Joy sculpture.

*Please forward to
PR&A Committee for
review & approval,
MGC
5/10/2021*



Joy stands 5'3" tall

CITY OF CHESTERFIELD
POLICY STATEMENT

Parks, Recreation and Arts

NO. 4

SUBJECT Art Sculpture Review and Placement

Index PRA

DATE March 20, 2017

DATE

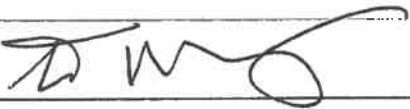
ISSUED

REVISED

POLICY

Proposed art work and placement for long term installation over nine months should first be reviewed by the Parks, Recreation and Arts Citizens Advisory Committee and a recommendation should move to the Parks, Recreation and Arts Committee of Council. After a review and recommendation from the Parks, Recreation and Arts Committee of Council the recommendation should move forward to the full Council for review and approval.

RECOMMENDED BY:



Department Head

3-13-2017

Date

APPROVED BY:

City Administrator

Date



City Council (if applicable)

3/20/2017

Date

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy *TM*
Director of Parks, Recreation and Arts
Date: 6/1/2021
Re: Sponsorship Proposal



The Parks, Recreation and Arts Committee of Council reviewed the attached sponsorship proposal by Summit Distribution at our May 25th meeting and there was quite a bit of discussion which I have provided for you in the draft of the meeting results below for this topic.

Meeting result drafts from our May 25th meeting

I explained that in the past we've had a beverage sponsorship package. That sponsorship with InBev expired. Superintendent Baucom put together a package of things we need at the amphitheater. Recognizing that the set up and tear down for events at the amphitheater was challenging, the containers would fill more than one need. InBev was approached, but not interested at this time. Talks then began with Summit and an agreement was reached for \$150,000 for 5 years. Some of this money will go toward the purchase of the containers which will have limited graphics on them. Previous contracts were for \$25,000 for 5 years.

Councilmember Mastorakos inquired how much of the cost of the containers would fall on the City and if they were movable. Director McCarthy explained that Superintendent Baucom has acquired several bids and the cost of the 10' is around \$20,000 and the 20' is around \$28,000. The 40' container is approximately \$60,000-\$80,000. The City is looking to potentially put wheels on the 10' container, but the size of the other two would make them not easily movable.

Councilmember Hurt asked for clarification on the number and size of containers under discussion. Director McCarthy explained that there would be a 10' long x 8' wide x 9' tall container in place of the current pergola. There would be a 20' x 8' wide 9' tall container near the plaza side of the amphitheater just east of the restrooms, and a 40' long x 8' wide x 9' tall with a 40' long x 8' wide upper deck in the Entertainment Plaza area. Containers would have logos which would not be able to be seen when the units are closed. In addition, as part of the sponsorship package, two logos would be at the ballfields and some additional sponsorship opportunities at the CVAC and the amphitheater. (see attached specifications in the original memo)

Further discussion included seating capacity of the 8' wide x 40' long deck which is right around 40. Safety of the balcony is being taken into consideration and will adhere to all code requirements. A logo will be added to the Chesterfield Amphitheater website the same as it was for the previous sponsor. The "street team" may participate in events and do activities such as raffles, giveaways, bean bag tosses, etc. There is the possibility of having sampling events. Sports games and events can be played on the TV. It could also be used for farmers markets, small entertainment events, etc. Councilmember Mastorakos commented that the Muny has live music, performers and people gather prior to shows in a very festive atmosphere.

There was clarification that this was not part of the previously discussed concept of hiring a consultant to acquire sponsorships. This was negotiated solely within the Parks, Recreation and Arts Department.

Councilmember Mastorakos moved to accept the recommendation and Councilmember Budoor seconded the motion. Mayor Nation asked about the cost of purchasing the containers. Director McCarthy stated that the cost would be approximately \$125,000 which would use up most of the sponsorship funds. Councilmember Hurt inquired if there was a kick out clause. Director McCarthy said typically we don't have the need, but the contracts are reviewed by the City Attorney. There being no further discussion, the motion was passed by a voice vote of 4 to 0 in favor of the Summit Sponsorship opportunity and moving it on to the full Council.

Memorandum

To: Mike Geisel, City Administrator
From: Tom McCarthy *TD*
Director of Parks, Recreation and Arts
Date: 5/7/2021
Re: Sponsor Ship Proposal for the Chesterfield Valley



*Forward to
PR&A for
review &
approval
me
5/10/2021*

I would like to move the attached proposal forward to the Parks, Recreation & Arts Committee of Council for their review and direction. When we discussed Independent Sponsorship Opportunities at the Council meeting on January 4, 2021, I let Council know that for any large opportunities I would bring them back to the full Council for their direction and approval. I thought it may be best for it to go to the Parks, Recreation & Arts Committee of Council first for direction and then on to the full council if approved by the PRACC. This is a substantial opportunity Jason Baucom has been able to bring forward. This proposal with Summit Distribution, Molson Coors Beverage Company and Schlafly Beer, is for the Amphitheater and the CVAC. This is a five, year deal and they are willing to give us \$150,000 up front to fund the two concession stands inside the amphitheater and the one forty, foot concession stand and small stage on the entertainment Plaza. These improvements are drastically needed as the set up and tear down of tents and temporary stands create a large amount of extra work multiple times a week throughout the concert and event season. Having these permanent set up will add a professionalism to the Amphitheater and Central Park for years to come. Jason initially reached out to Anheuser Bush In Bev and Grey Eagle Distribution and they all declined the sponsorship request. Grey Eagle InBev had a similar agreement back in 2015 when Kari Johnson worked closely with Anheuser Bush and Grey Eagle for a five-year proposal for \$25,000 to help us build out two entertainment areas down at the CVAC and sponsorship at the amphitheater.

I have attached Jason proposal with sample concepts of concession stands and the concession/stage for the entertainment Plaza. This Entertainment Plaza and container concession stands concept was discussed at our Parks Recreation & Arts Citizens Advisory Committee meeting on December 14, 2019. A voice vote was taken, and all were in favor of the plan and the opportunity to have some new small-scale events out on the Entertainment Plaza in the near future to help promote additional community events that was highlighted in our Parks Master Plan as a desire from our residents. This will also enhance the Amphitheater experience on concert and event nights and can be used at walks, runs and other rentals throughout the year. I have also included the 2015 sponsorship agreements we had with Anheuser Bush & Gray Eagle back in 2015 for a good reference on what we have done in the past.

I would like to request that this information be forwarded to the Parks, Recreation and Arts Committee of Council for their review and direction, and if this is approved by the committee then put the item on the next available Council meeting agenda.

Sponsorship Proposal

Chesterfield Amphitheater and Chesterfield Valley Athletic Complex 2021



The City of Chesterfield is thrilled for the possibility of beginning a partnership with Summit Distributing, Molson Coors Beverage Co, and Schlafly Beer. This is an exciting time for the City and the area around Central Park with four large, mixed-use developments proposed with three of them already in the construction phase. The Chesterfield Amphitheater has become one of the area's premier concert destinations and the Chesterfield Valley Athletic Complex has now added turf to the entire F quad and has added a record number of national tournaments to this year's schedule. We are proposing a sponsorship that will prove to be mutually beneficial to all parties and form a partnership that will last for five (5) years.

The proposed sponsorship encompasses several of Chesterfield's larger destinations. The Chesterfield Amphitheater began with its inaugural season in 2011, making 2021 its 10th anniversary. In the nine seasons that the Amphitheater has been open, it has seen a lot of growth and success in the market. The Amphitheater began hosting many free and charitable events including the Budweiser Taste of St. Louis, Pedal the Cause and St. Louis Area Foodbank's Rock out for Hunger, in addition to typically 40-50 additional events a summer and over 300,000 visitors a year. In nine years, the Chesterfield Amphitheater has found a good balance between free/charitable events and ticketed events and has become a venue that's a fan favorite for many concert goers for the unique and intimate experience it provides. It is conveniently located in Chesterfield's Central Park just off Interstate 40/64 in western St. Louis County. It is an open-air Amphitheater with a capacity of 4000 that is completely unique to the St. Louis Region and the midwest, surrounded by lush landscaping, a scenic lake and wooded backdrop, beautifully designed terraces, and a state of the art design that provides acoustic perfection for every performance.

Additionally an 8-acre property adjacent to the Chesterfield Amphitheater was purchased last November by the City of Chesterfield and will be redeveloped into an added park area that will enhance Central Park and the ability to develop some new community events. This new area was already host to the Taste of St. Louis for five years and average estimated attendance exceeded 150,000 patrons per year for the two-and-a-half-day festival.



Since the opening of the Amphitheater, Chesterfield has been graced with amazing performances from national recording artists from all genres such as; Billy Currington, Dwight Yoakam, Gary Allan, Cody Johnson, Riley Green, Kip Moore, Aaron Lewis, Chris Janson, Randy Rogers Band, Casey Donahew Band, Diamond Rio, Scotty McCreery, Jerrod Niemann, Frankie Ballard, Jordan Davis, Sammy Kershaw, Aaron Tippin, Collin Raye, The Wild Feathers, The Steel Woods, Chris Bandi, Umphrey's McGee, The Strumbellas, Trampled By Turtles, Yonder Mountain String Band, Puddle of Mudd, Saliva, Tantric, Three Dog Night, Dark Star Orchestra, Ace Frehley, Kenny Loggins, Blue Oyster Cult, WAR, Head East, Jon Anderson (from YES), STS9, Barely Alive, Virtual Riot, Mix Master Mike, Dubloadz, Bear Hands, Big Head Todd and the Monsters, Otis Clay, Royal Southern

Brotherhood, HAIRBALL, Edwin McCain, Erin Bode, The Urge, Trent Harmon, Vita and the

Woolf, The Weeks, The Schwag, Switch, Henry Cho, Gladys Knight, Peabo Bryson, Theo Peoples, Brian Culbertson, Boney James, The Yellowjackets, The Wooten Brothers, Dave Weckl, Bach to the Future, David Benoit, Tracy Silverman, Eric Marienthal, Paul Taylor, Pieces of a Dream, Najee, Maysa, Simon Phillips and Protocol, Eric Darius, Grace Kelly, and many more.

Chesterfield Valley Athletic Complex (CVAC) continues to be one of the midwest's premier sports complexes. Averaging over a 1.2 Million visitors per year. The Athletic Complex is also the home of multiple associations, national tournaments, college softball, Exposure tournaments, adult softball, soccer leagues, sand volleyball, and lacrosse to name a few. With the addition of artificial turf to four fields, we have a record number of national invitation tournaments for 2021.

The proposed Entertainment Plaza at the Chesterfield Amphitheater will create a unique experience like no other venue can offer in the St. Louis region. The Plaza will be centered around a 40' shipping container featuring a bar, stage/TV viewing area, and an upper deck spanning 8' x 40' that will provide views to the Amp stage, plaza area, and surrounding natural landscapes. We are planning pre-parties before doors open that will provide a relaxing environment before and during concerts with festive lighting, areas to relax with friends between artist sets, outdoor games, one of a kind viewing deck, televisions to get updates on the big game, a stage for small bands, additional restrooms, and food trucks. We are also planning standalone events in this area with, game viewing parties, concerts, bag tournaments and small rental opportunities.

We have proposed two (2) additional concession containers inside the amphitheater footprint to give a more permanent and professional appearance instead of using pop up tents. This will give the sponsor the opportunity to brand the containers professionally, and in turn upgrade our operations/sales output.

Listed below are details of the proposed agreement between Summit Distributing, Molson Coors Beverage Co, Schlafly Beer and the City of Chesterfield.

1. Logos on the inside of two (2) Entertainment Plazas at CVAC.
2. Name/logo added to two (2) Softball Fields – sign to be provided by the City of Chesterfield.
3. Ability to come out for tastings, give away swag, etc. at CVAC and Chesterfield Amphitheater throughout the year (dates mutually agreed upon).
4. Logos added to the holiday run shirts (Shamrock Run, Stars and Stripes Run, and the Turkey Trot Run).
5. Mutually agreeable naming rights of the Amphitheater Deck and proposed Entertainment Plaza.
6. Logos added to the Chesterfield Amphitheater website.
7. Logos added to proposed shipping container bars (see renderings).
8. Five (5) year presenting sponsor of the very popular Sounds of Summer Concert Series full use of the Amphitheater deck near concessions.
9. Three (3) exclusive (off peak hour and mutually agreeable dates) events per year at the proposed Entertainment Plaza and one (1) event inside the Chesterfield Amphitheater. (All out of pocket expenses not provided.)
10. Street team access to all city sponsored events at the Chesterfield Amphitheater with prior approval.
11. Four (4) mutually agreed upon events per year for private deck access on the Entertainment plaza to host exclusive VIP gatherings.
12. When the City is seeking sponsors for festivals/events, Summit Distributing, Molson Coors Beverage Co. and Schlafly Beer will have first right of refusal for sponsorship/naming rights. At events, that the aforementioned companies are not the malt beverage sponsor their products will still be available and featured inside City owned concession stands/containers.
13. During the life of this sponsorship, adult beverages from Summit Distributing, Molson Coors Beverage Co. and Schlafly Beer will be featured prominently inside all City owned concession stands/containers at the Chesterfield Amphitheater and Chesterfield Valley Athletic Complex and these brands will comprise the majority of adult beverage offerings through the life of this contract.

Terms

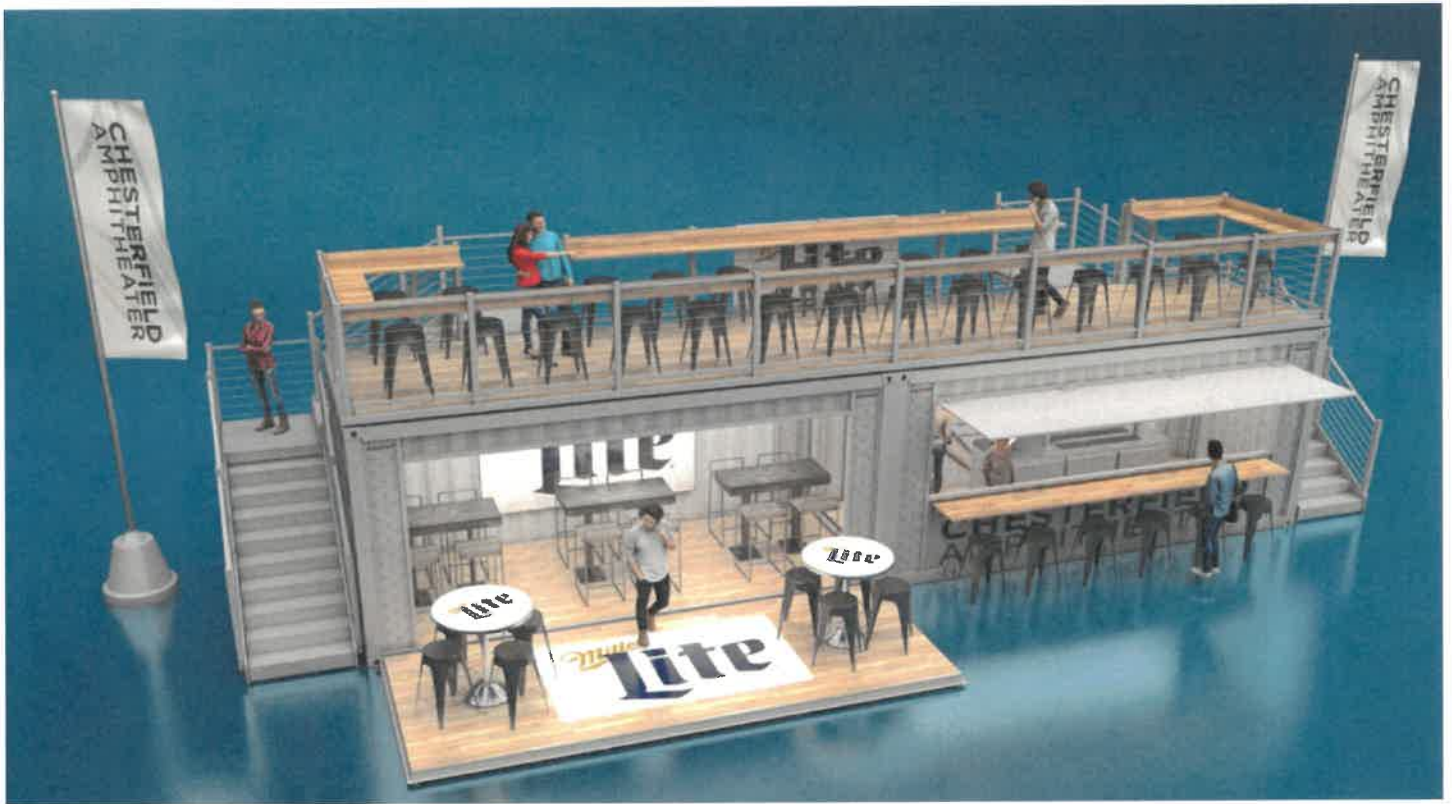
The Summit Distributing, Molson Coors Beverage Co, Schlafly Beer sponsorship opportunity shall include a five (5) year agreement (2021-2026) for the Chesterfield Amphitheater and the Chesterfield Valley Athletic Complex.

The proposed agreement is for a term of five (5) years, with an option to extend for an additional five (5) years. The agreement to extend the life of the contract must be mutually agreed upon by both parties.

Payment

The City of Chesterfield is asking for the cost of the three proposed shipping container bars and stage (see rendering), estimated at \$ 150,000 to be paid in full upon execution of the contract. Sponsorship may be extended for an additional \$ 150,000 and five (5) years, if mutually agreeable by both parties.

The details listed are open for discussion and are not considered final until approved by the Chesterfield City Council, Summit Distributing, Molson Coors Beverage Co, and Schlafly Beer.



Large container concession stand, and small stage with deck for the Entertainment Plaza



Medium size concession stand



Small satellite concession stand for inside the Amphitheater



Michael Williams







Sponsorship Agreement 2015

The City of Chesterfield Parks and Recreation Division is excited about the opportunity to work with Anheuser Bush and Grey Eagle Distributors for the up and coming years. The Chesterfield Parks and Recreation Division is continually looking for ways to enhance the experience for our patrons when they visit our facilities/parks. The Chesterfield Valley Athletic Complex, 200 acres, is one of those facilities. We are looking at adding bar height counters with cocktail tables where our patrons can relax and enjoy watching their children play ball with the potential of viewing a Cardinals or Rams game on the TV.

The Chesterfield Valley Athletic Complex (CVAC) is scheduled to bring in over 1.2 million people this year with over 50% of them being adults. The Athletic Complex is the home of three associations, national tournaments, College Softball Exposure Tournaments and Adult Softball and Soccer Leagues, to name a few. With the amount of activity we have at the athletic complex, our beer sales are significant. We sold over 40,000 units of product in 2014. We anticipate, with the new look and feel of the bar/pavilion, people will want to hang around, socialize and enjoy more beverages.

The Chesterfield Amphitheater has also reached out to over 360,000 people with it being the home of the Taste of St. Louis in 2014 and continuing for 2015. We had 37 events at the amphitheater in 2014 and, in 2015, we are looking at 45 + events. In 2014, we built relationships with Hubbard Radio for Taste of Trucktober, 92.3 WIL – Scotty McCreery, Fresh 102.5, The Pageant, Taste of St. Louis, etc. We are anticipating continuing these partnerships for 2015 plus additional opportunities.

The sponsorship opportunity shall include a five year agreement (2015-2019) for the Athletic Complex and the Chesterfield Amphitheater. We are looking at larger upfront costs to assist with the building of the Entertainment Plaza at the concession stands.

2015 Year – Naming Rights for the Entertainment Plaza

- Logos surround the inside of the pavilion. (size/style/location mutually agreed upon by both parties)
- Sponsor provided high top tables (6), buckets for the beer sales, etc.
- Naming rights on one (1) Adult Softball Field – sign to be provided by the City of Chesterfield

- Naming rights of the Amphitheater Deck. (ex. "Bud Light Deck") (size/style/location shall be mutually agreed upon by both parties).
- Ability to come out for tastings, give away swag, etc. at either venue 3 times a year (date mutually agreed upon).

Total cost \$25,000 with \$5,000 in marketing items

2016 – Build Entertainment Plaza Number 2 (D/E concession stand)

- Logos surround the inside of two Entertainment Plazas.
- Sponsor provided high top tables, buckets for the beer sales, etc.
- Naming rights on one (1) Adult Softball Field – sign to be provided by the City of Chesterfield
- Naming rights of the Amphitheater Deck. (ex. "Bud light Deck")
- Ability to come out for tastings, give away swag etc. at either venue 3 times a year (date mutually agreed upon).

Total Value at CVAC - \$25,000

Total Value at Amphitheater - \$10,000

Total Cost - \$10,000

2017-2019

- Logos surround the inside of two Entertainment Plaza
- Sponsor provided cocktail tables, buckets for the beer sales, etc.
- Naming rights on one (1) Adult Softball Field – sign to be provided by the City of Chesterfield
- Naming rights of the Amphitheater Deck. (ex. "Bud Light Deck")
- Ability to come out for tastings, give away swag etc. at either venue 3 times a year (date mutually agreed upon).

Total Value at CVAC - \$75,000

Total Value at Amphitheater - \$30,000

Total Cost - \$5,000 for each of the next three years.

Grey Eagle / AB Representative

City of Chesterfield Representative

Date

Date

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember DeCampi

Vice Chair: Councilmember Wahl

Proposed Resolution - Policy Statement – City of Chesterfield Title VI Plan

The Public Health and Safety Committee reviewed an update to the City's Title VI policy. The policy addresses discrimination in City Activities. The policy had to be updated to eliminate outdated references to a specifically named employees. The revised policy is required prior to entering into the agreement which assigns a Chesterfield Police Officer to the St. Louis County Fusion center. **A voice vote is required. Public Health and Safety Committee recommends approval.**

Parkway School Resource Officer Agreement

The Public Health and Safety Committee reviewed the School Resource Officer program Agreement with the Parkway School District. While the District had requested changes in the agreement, the PH&S committee recommended renewal of the agreement retaining the current language. The Parkway School District has agreed to this language. **A Roll Call Vote is required. Public Health and Safety Committee recommends approval.**

St. Louis County Fusion Center Agreement

Chief Johnson has collaborated with the St. Louis County Police Department, to assign a Chesterfield Officer to the County Fusion Center, as an intelligence officer. The Fusion Center is Federally funded and coordinates intelligence information related to operations in the St. Louis County area. This is a two year assignment and St. Louis County will reimburse the City all salary and benefit expenses for the assigned officer. **A Roll Call vote is required. Public Health and Safety Committee recommends approval.**

NEXT MEETING

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

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

MINUTES
PUBLIC HEALTH & SAFETY COMMITTEE MEETING
MAY 18, 2021



- I. The meeting was called to order at 5:30 PM by Chairperson Councilmember Tom DeCampi.

II. Roll Call

Councilmember Tom DeCampi, Ward IV, Chairperson, Councilmember Barbara McGuiness, Ward I. Councilmember Aaron Wahl, Ward II, Councilmember Michael Moore, Ward III. Also, in attendance were Chief Ray Johnson, Captain Michael Thompson, Captain Dan Dunn.

III. Approval of Minutes

The Committee members reviewed the minutes of the February 24, 2021 meeting. Councilmember DeCampi motioned and Councilmember Moore seconded to approve the minutes. Regarding actions taken since the last meeting, Councilmember Moore asked if signs had been placed in the area near Rivers Edge Park. Chief Johnson responded that the signs have been ordered. Councilmember Moore also voiced concern regarding securing signatures from property owners contiguous to common ground area. Councilmember DeCampi noted this item was not on the agenda for this meeting but will be added to the agenda for the next meeting. The motion to approve the minutes of the February 24th meeting carried 4-0.

IV. Election of Vice-Chairperson of the Public Health & Safety Committee and Liaison to the Police Personnel Board.

Councilmember McGuiness motioned and Councilmember Moore seconded to nominate Councilmember Wahl for the position of Vice-Chairman of the Public Health & Safety Committee. The motion was approved 4-0.

Councilmember McGuiness motioned and Councilmember DeCampi seconded to nominate Councilmember Moore to the position of Liaison to the Police Personnel Board. The motion approved 4-0.

V. City of Chesterfield – Title VI Plan

Chief Johnson introduced a Resolution approving the policy covered under Title VI of the Civil Rights Act, The Americans with Disabilities Act of 1990 and Executive Order 13166. The City has had a Title VI Plan and Policy Statement but there were “housekeeping” changes that need to be made: specifically changing the contact for the City from a named specific person to City Clerk. The Policy Statement deals with assurances of no discrimination in City activities and operation and the procedure to file complaints dealing with the above. Chief Johnson also noted that the Title VI Policy Statement is a requirement for entering into the agreement to assign a Chesterfield Police Officer to the St. Louis County Fusion Center (next agenda item). Councilmember McGuiness

motioned and Councilmember Moore seconded to move this item on to City Council with a recommendation for approval. The motion carried 4-0.

VI. Assignment of an Officer to the St. Louis County Fusion Center

Chief Johnson informed the Committee members that the St. Louis County Fusion Center has requested a Chesterfield Police Officer be assigned as an Intelligence Analyst with all salary and benefit expenses to be covered by the agreement. The Fusion Center is federally funded and coordinates information of nefarious groups/persons that may be operating in the St. Louis County area. The City would benefit from all intelligence gathered by all members of the Fusion Center. This is a two-year assignment and an officer has already been chosen from within the Department. The participation in this group requires that the City enter into an agreement with the St. Louis County Fusion Center. This agreement has been vetted by the City Attorney and the City Administrator.

Councilmember McGuiness motioned and Councilmember DeCampi seconded to pass this item on to City Council with a recommendation for approval. The motion carried 4-0.

VII. Parkway School District SRO Agreement

Chief Johnson informed the Committee that the Parkway School District has requested a modification in their School Resource Officer Agreement which is up for renewal July, 2021. The modification would add a "liability disclaimer" in the event of certain occurrences (acts of God or the public enemy, riots, strikes, fires, explosions, accidents, pandemics, governmental action of any kind or other causes of similar character beyond the control and without the fault or negligence of the City or the District). This wording is the same as is currently in place in the Rockwood School District Agreement. Councilmember McGuiness voiced concern that this clause would allow the Parkway School District to opt in and out of the agreement and also who decides exactly what is a "pandemic". The financial obligations were further discussed. It was noted that this past year, School Resource Officers were kept employed by the school districts during the pandemic. However, if they had been dismissed it would have resulted in a financial burden to the City budget.

Councilmember McGuiness motioned and Councilmember DeCampi seconded to oppose the requested wordage and to maintain the status quo with the Parkway School District Contract keeping the wording the same as in the past. There was further discussion regarding the actual cost of the program to the City noting that the School Resource Officers are funded for 75% of each year and they then are funded for the additional part of the year directly by the City. Chief Johnson noted that the officers revert to patrol duties during the summer assisting with the coverage of vacation time by other officers and also assist with Safety Town. After discussion, the motion carried 3-1 with Councilmember Wahl voting "no".

VIII. Quarterly Update – Crime Reduction/Prevention Strategy

As required by City Council, a Crime Reduction/Prevention Strategy Plan was implemented. Chief Johnson proceeded to report the current status of response to those strategies. He noted that all twelve of the strategies are currently in progress. He noted that the Automatic License Plate Recognition system has been purchased and is in the

process of being linked to fixed cameras. He also noted that the partnering with neighboring municipalities for the sharing of resources, information, and staffing has worked very well. The work on each of the strategies will continue with additional quarterly updates.

Councilmember DeCampi noted that action items from this meeting will not be included on the agenda for the May 19, 2021 Council meeting due to time and notice constraints, but they will be included on the June 7, 2021 City Council meeting agenda.

Having no further business. The meeting adjourned at 6:46 PM.

RESOLUTION NO. 469

A RESOLUTION APPROVING A PROPOSAL FOR A POLICY ADDRESSING PROVISIONS COVERED UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990 AND EXECUTIVE ORDER 13166; PROVIDING A GRIEVANCE PROCEDURE; AND AUTHORIZING SUCH OTHER ACTIONS AS MAY BE NECESSARY OR DESIRABLE TO CARRY OUT AND COMPLY WITH THE INTENT HEREOF

WHEREAS, the City of Chesterfield, Missouri (the "City"), in order to continue to be eligible to receive Federal Grant funding, is required to assure that no person is discriminated against by the City on the grounds of race, color, national origin, or gender; and

WHEREAS, adopting a Title VI Policy provides a clear method of resolving any grievances brought against the City and is a positive, proactive first step to prevent such grievances from ever occurring;

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

Section 1. The Title VI Policy attached hereto and incorporated herein as Exhibit A is approved.

Passed and approved this _____ day of _____, 2021

MAYOR

(SEAL)

ATTEST:

CITY CLERK

City of Chesterfield Title VI Plan – Policy Statement

Title VI of the Civil Rights Act of 1964; the Americans with Disabilities Act of 1990; &

Executive Order 13166 - Limited English Proficiency

The City of Chesterfield assures that no person shall, on the grounds of race, color, national origin, or gender, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL 100.259) (Title VI), or because of a disability, as provided by the Americans with Disabilities Act (ADA), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City further assures that reasonable effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. The City includes Title VI and ADA language in all written agreements with sub-recipients, contractors and consultants and will monitor programs and activities for compliance.

Any individual or group may file a written complaint with the City's Title VI Coordinator using the contact information below.

City Clerk
690 Chesterfield Parkway West
Chesterfield, MO 63017
Phone 636-537-3000
Fax 636-537-4798

Any complaint filed with the City's Title VI Coordinator must include an individual or group's contact name, address, phone number, date(s) and nature of the alleged discrimination. Please note that laws enforced by this City prohibit retaliation or intimidation against any individual or group for action taken or participation in actions to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint, please contact the Title VI Coordinator listed above.

Complaint Procedure:

1. A written complaint must be filed with the Title VI Coordinator within one hundred eight (180) days of the date alleged discrimination occurred.
2. Within fifteen (15) days of receiving a complaint, the Title VI Coordinator will send a written acknowledgement to the complainant advising that the complaint will be investigated and forward the complaint to the appropriate State or Federal agency if required.
3. The Title VI Coordinator, in consultation with the City Administrator, will appoint one or more on staff reviewers to investigate the complaint. The reviewer(s) will complete the

review within forty-five (45) days after the City received the complaint and will make a recommendation about the merits of the complaint and, if necessary, what steps will be taken to address the complaint.

4. The reviewer(s) will forward the recommendation to the City Administrator for review and concurrence. If the City Administrator concurs the City will issue a response to the complainant(s) and any respondent(s), if applicable. (A respondent may be any sub-recipient, consultant or contractor named in the complaint.)
5. If the complainant disagrees with the response, he or she may request reconsideration by submitting a request within fifteen (15) days after receipt of the response. Any affected party may submit information and/or documentation in writing to the Title VI Coordinator in support of their request for reconsideration of the recommendation. Upon review of the additional information and documentation, the Title VI Coordinator and the City Administrator will then have thirty (30) days to either reaffirm or reverse the original recommendation and provide notice to the complainant and respondent. If neither party requests reconsideration, the recommendation becomes final.
6. If the final recommendation or reconsideration supports the allegation(s), the Title VI Coordinator will attempt to negotiate an amicable settlement of the issues in dispute. Formal, written settlement agreements will require the review of the City Administrator prior to execution and will require the signatures of the parties, Title VI Coordinator, and City Administrator.
7. If the Complainant is dissatisfied with the City's resolution of the complaint, he or she may also submit a written complaint to the state or appropriate federal agency in accordance with the requirements of the state or federal agency.

NOTE: Complaints with federal agencies must be filed within one hundred eighty (180) days after the alleged discrimination occurred. Prompt action after receiving the City's final response is necessary to ensure review by state or federal agencies.

LETTER OF AGREEMENT

The purpose of this correspondence is to serve as a *Letter of Agreement* between the PARKWAY SCHOOL DISTRICT (hereinafter "DISTRICT") and the CITY OF CHESTERFIELD, MISSOURI (hereinafter, "CITY") on behalf of the CITY OF CHESTERFIELD POLICE DEPARTMENT (hereinafter, "DEPARTMENT") concerning the security program defined below.

Pursuant to previous discussions, the following considerations are mutually acceptable to both agencies:

1. The object of the program will be to assist the DISTRICT in continuing to provide a safe environment for the students, staff and citizens who interact with the DISTRICT. The officers will respond to the needs of the various schools in the DISTRICT and will regularly make contact with and assist the staff and students. The functions will include, but not be limited to:
 - Serving as a problem solving resource for the students, faculty and staff of the DISTRICT (D-12)
 - Enforcing DISTRICT policies and guidelines as they relate to security and safety issues
 - Providing assistance to the DISTRICT in dealing with individuals/conditions who/which may pose a threat to DISTRICT personnel, students and/or property
 - Providing patrol activities and performing other duties which are deemed appropriate by the DISTRICT and the CITY
 - Coordinating law enforcement functions with support units of the CITY
 - Providing a liaison among the CITY and other community agencies to offer assistance to the school community, such as guest speakers, special presentation, etc.
2. CITY and DISTRICT will work collaboratively to develop job descriptions, qualifications, character procedural documents, and a list of goals by which to evaluate the officers assigned to the DISTRICT.
3. The terms of this agreement shall be in force commencing July 1, 2021 and shall remain in effect until June 30, 2024, or until terminated by either party. This agreement may be terminated by either party upon written notice to the individuals signing this agreement. Said termination shall take effect thirty (30) days after written notice.

4. The CITY shall detach four (4) police officers from its regular force and assign those officers to DISTRICT middle and high schools within the City of Chesterfield where they shall function as "School Resource Officers (SRO)" for the regular school year. Furthermore, the CITY OF CHESTERFIELD shall detach a sufficient number of officers to staff summer school sessions being held at DISTRICT middle and high schools within the City of Chesterfield.

Funding for the four SROs and the officer(s) assigned to summer school session will be provided as follows: 100% of the cost of assigned officer's Chesterfield salary and benefits are to be provided by the DISTRICT during the time the officers are assigned to the DISTRICT.

In February of each year the agreement is in effect, the CITY will provide the DISTRICT a spreadsheet detailing the projected cost for the four SROs for the next contract period.

5. The CITY will make available four (4) marked police vehicles for use by the School Resource Officers assigned to the DISTRICT during the regular school year and the summer session.
6. The DISTRICT shall have complete services of the assigned officers throughout the regular school year. Assigned officers will return to the CITY for assignment during the summer months.
7. The officers detached to the DISTRICT during the regular school year and the summer session shall provide special law enforcement services to the DISTRICT. The services provided shall be services not ordinarily provided by the CITY. THE officers performing these services shall be considered employees of the CITY and not employees of the DISTRICT, and shall follow the policies and procedures of the DEPARTMENT. The officers assigned to this program shall be jointly selected by the DISTRICT and the CITY. Assignments to the position by the CITY will not abridge the officer's employment rights as provided by the CITY. Normal duty (working) hours shall be determined by the DISTRICT and the Police Department. Duty (working) hours may be modified based upon need, and agreeable to both the CITY and the DISTRICT.
8. To enhance community building and the development of skills for all school staff, School Resource Officers will participate in school professional development activities as appropriate to their work. This includes, but is not limited to technology changes, safety management and intruder training, social justice and trauma informed care, engagement with students and parents on safety topics and social-emotional mental health issues.

9. The CITY shall provide a supervisor of the rank of Sergeant or above who shall function as a liaison to the DISTRICT. This individual will work with the individuals designated by the DISTRICT to develop specific operational procedures to facilitate the goals of the program. The liaison will not be assigned to the DISTRICT.
10. It is acknowledged that the CITY is insured for the purposes of general liability, professional liability and Worker's Compensation/employer liability.
11. All police-sensitive records regarding the program will be maintained by the CITY. School administrative records will stay within the DISTRICT. Individual officer's performance will be evaluated twice per year.
12. CITY and DISTRICT will meet monthly to monitor and evaluate the progress of the program. The program will be reviewed and, if needed, revised on a yearly basis.

The CHESTERFIELD POLICE DEPARTMENT and the PARKWAY SCHOOL DISTRICT have a history of working together to provide quality service to the citizens in our area and we agree to implement this program in an effort to further enhance the quality of life for our citizens.

Board President
Parkway School District

Michael Geisel, City Administrator
City of Chesterfield

Date

EXHIBIT A

Parkway SRO Contract

Estimated Salary and Benefits for August 2021 - July 2022

	August through December 2021					January through July 2022				
	Layton	Cordia	Paubel	Borawski	Total	Layton	Cordia	Paubel	Borawski	Total
Current Salary										
Basic Life/ADD Salary	\$64,572.98	\$76,756.99	\$69,537.94	\$76,756.99	\$287,624.90	\$66,187.30	\$77,397.00	\$71,276.39	\$77,397.00	\$292,257.69
Retirement	\$ 5,165.84	\$ 6,140.56	\$ 5,563.04	\$ 6,140.56	\$ 23,009.99	\$ 5,294.98	\$ 6,191.76	\$ 5,702.11	\$ 6,191.76	\$ 23,380.62
Dental	\$ 740.64	\$ 740.64	\$ 503.16	\$ 337.44	\$ 2,321.88	\$ 740.64	\$ 740.64	\$ 503.16	\$ 337.44	\$ 2,321.88
Health	\$ 10,434.36	\$ 10,434.36	\$ 10,434.36	\$ 10,434.36	\$ 41,737.44	\$ 10,434.36	\$ 10,434.36	\$ 10,434.36	\$ 10,434.36	\$ 41,737.44
FICA	\$ 4,003.52	\$ 4,758.93	\$ 4,311.35	\$ 4,758.93	\$ 17,832.74	\$ 4,103.61	\$ 4,798.61	\$ 4,419.14	\$ 4,798.61	\$ 18,119.98
Medicare	\$ 936.31	\$ 1,112.98	\$ 1,008.30	\$ 1,112.98	\$ 4,170.56	\$ 959.72	\$ 1,122.26	\$ 1,033.51	\$ 1,122.26	\$ 4,237.74
Workers' Comp	\$ 3,406.22	\$ 4,048.93	\$ 3,668.13	\$ 4,048.93	\$ 15,172.21	\$ 3,491.38	\$ 4,082.69	\$ 3,759.83	\$ 4,082.69	\$ 15,416.59
LTD	\$ 180.80	\$ 214.92	\$ 194.71	\$ 214.92	\$ 805.35	\$ 185.32	\$ 216.71	\$ 199.57	\$ 216.71	\$ 818.32
Life/ADD	\$ 148.20	\$ 175.56	\$ 159.60	\$ 175.56	\$ 658.92	\$ 152.76	\$ 177.84	\$ 164.16	\$ 177.84	\$ 672.60
Total Salary	\$89,588.88	\$104,383.87	\$95,380.58	\$103,980.67	\$393,334.00	\$91,550.08	\$105,161.87	\$97,492.23	\$104,758.67	\$398,962.86
75% of Salary	\$ 67,191.66	\$ 78,287.90	\$ 71,535.44	\$ 77,985.50	\$ 295,000.50	\$ 68,662.56	\$ 78,871.41	\$ 73,119.17	\$ 78,569.01	\$ 299,222.14
2021 Invoice Amounts										
September	\$ 7,465.74	\$ 8,698.66	\$ 7,948.38	\$ 8,665.06	\$ 32,777.83	January	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 33,246.90
October	\$ 7,465.74	\$ 8,698.66	\$ 7,948.38	\$ 8,665.06	\$ 32,777.83	February	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 33,246.90
November	\$ 7,465.74	\$ 8,698.66	\$ 7,948.38	\$ 8,665.06	\$ 32,777.83	March	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 33,246.90
December	\$ 7,465.74	\$ 8,698.66	\$ 7,948.38	\$ 8,665.06	\$ 32,777.83	April	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 33,246.90
						May	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 33,246.90
										\$ 166,234.52
2022 Invoice Amounts										
January	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 8,729.89	\$ 33,246.90					
February	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 8,729.89	\$ 33,246.90					
March	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 8,729.89	\$ 33,246.90					
April	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 8,729.89	\$ 33,246.90					
May	\$ 7,629.17	\$ 8,763.49	\$ 8,124.35	\$ 8,729.89	\$ 33,246.90					

Note:

- (1) This is the calculation of the City of Chesterfield's estimated expense related to the agreement between the City and the Parkway School District for the 2021-2022 School Year.
- (2) Payments are made on a monthly basis. Invoice schedule noted above.
- (3) Monthly invoice amount may increase based on overtime costs incurred by Chesterfield Officers directly related to their role as an SRO
- (4) Does not include Summer School. Should Summer School services be decided we will determine applicable rates at that time.

PRE-CONTRACTING STAGE
SUB-RECIPIENT

Sub-Recipient Name

City of Chesterfield, Misso

6

Previously vetted by City
Attorney and City
Administrator

and

Staff	Phone / Fax #s	Mailing Address
Royce Bauer Title VI Coordinator	Staci Alvarez Grant/Contract Compliance Administrator staci.alvarez@ewgateway.org	(314) 421-4220 (MO) (618) 274-2750 (IL) (314) 231-6120 (Fax)
		East-West Gateway Council of Governments 1 S. Memorial Dr., Suite 1600 St. Louis, MO 63102

PART 1: TITLE VI PLAN & COMPLAINT PROCEDURE

1. Does your organization have a Title VI Plan? ☒ YES ☐ NO

2. Does your organization's Title VI Plan include each of the following:

(a) A Public Involvement / Engagement Plan? ☐ YES ☒ NO ☐ N/A

(b) A Limited English Proficiency Plan? ☒ YES ☐ NO ☐ N/A

(c) A Title VI Complaint Procedure? ☒ YES ☐ NO ☐ N/A

3. Is a copy of the Title VI Plan & Complaint Procedure attached to this questionnaire or is a link to an on-line version provided below? ☒ YES ☐ NO ☐ N/A

☐ Attached ☒ Link to on-line version <https://www.chesterfield.mo.us/webcontent/resolutions/res403.pdf?t=1386191613>

If your organization does not have its own Title VI Plan or Title VI Complaint Procedures, then it is required to follow EWG's Title VI Plan and Title VI Complaint Procedures.

4. Do you have a copy of EWG's Title VI Plan and Title VI Complaint Procedures? ☐ YES ☐ NO ☒ N/A

PART 2: TITLE VI COMPLAINTS

1. In the past three (3) years has your organization had a Title VI complaint filed against it? ☐ YES ☒ NO

You must provide information about EACH complaint, to include: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome. Please use page 3 of this questionnaire or equivalent to provide this information.

2. Is the information regarding each complaint attached to this questionnaire? ☐ YES ☐ NO ☒ N/A

PART 3: NON-DISCRIMINATION POLICY & STATEMENT

1. Does your organization have a non-discrimination policy that is incorporated into a Statement of Non-Discrimination? ☒ YES ☐ NO
- (a) Is a copy of the policy attached to this questionnaire or is a link to an on-line version of the policy provided below? ☒ YES ☐ NO ☐ N/A
- ☐ Attached ☒ Link to on-line version <https://www.chesterfield.mo.us/webcontent/resolutions/res403.pdf?t=1386191613>

If your organization does not have its own non-discrimination policy / Statement of Non-Discrimination, then it is required to follow EWG's policy / statement.

2. Do you have a copy of EWG's non-discrimination policy / Statement of Non-Discrimination? ☐ YES ☐ NO ☒ N/A

You can find a copy of EWG's policy on its website at www.ewgateway.org/about-us/what-we-do/title-v/ or by contacting the Grant/Contract Compliance Administrator listed above.

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE**

**PRE-CONTRACTING STAGE
SUB-RECIPIENT**

Grant #

20U005-FCFUNDSCFIELD - SLFC Personnel - Strategic Intelligence Analyst

Sub-Recipient Name

City of Chesterfield, Missouri

PART 4: CIVIL RIGHTS AND/OR TITLE VI COORDINATOR

1. Does your organization have a person employed for it that is responsible for handling civil rights issues or a Title VI Coordinator? ☒ YES ☐ NO

2. Please provide the following information about the Civil Rights or Title VI Coordinator:

Name Vickie McGownd Title City Clerk

Address City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017

Phone # 636-537-6716 E-Mail vmcgownd@chesterfield.mo.us

PART 5: SUBCONTRACTING, LEASING & PURCHASING

1. Does your organization have a federally compliant, competitive procurement process? ☒ YES ☐ NO
(a) Is a copy of your organization's procurement policy / procedures attached to this questionnaire or is a link to an on-line version of the policy / procedures provided below? ☒ YES ☐ NO ☐ N/A

☐ Attached ☐ Link to on-line version

If your organization does not have its own federally compliant procurement process, then it is required to follow EWG's procurement process.

2. Do you have a copy of EWG's procurement policy? ☐ YES ☐ NO ☒ N/A

You can obtain a copy of EWG's procurement policy by contacting the Grant/Contract Compliance Administrator listed on page 1.

3. Does your organization plan to enter into subcontracts for the project? ☐ YES ☒ NO

In the space provided below, please describe how your organization obtained or plans to obtain the subcontractor's services or goods. If the subcontractors will be hired at a later date, then you must describe how your organization will competitively procure those services or goods.

N/A

You must submit to EWG a copy of EACH subcontract so that EWG may review and approve it. Please contact the Grant/Contract Compliance Administrator listed on page 1 for instructions about when and how to submit a subcontract for review and approval.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

By signing below, I certify that I am authorized to sign this questionnaire on behalf of my organization and that the information contained in this report is accurate and complete to the best of my knowledge.

Name & Title _____ Signature _____ Date _____

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
TITLE VI QUESTIONNAIRE**

**PRE-CONTRACTING STAGE
SUB-RECIPIENT**

Grant #

20U005-FCFUNDSCFIELD - SLFC Personnel - Strategic Intelligence Analyst

Sub-Recipient Name

City of Chesterfield, Missouri

Use this page to provide information about any Title VI complaints filed against your organization. For EACH complaint, please provide the following information: (i) the date the complaint was filed, (ii) the nature of the complaint, (iii) who was involved, (iv) what action your organization has taken, and (v) the outcome.

Attach additional sheets as needed.

N/A

**EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS
FINANCIAL ASSISTANCE SUB-AWARD AGREEMENT**

1. Sub-Award Information

(a) Grant # 20U005-FCFUNDSCFIELD (b) Project Name 2020 UASI Grant Funds - St. Louis Fusion Center Personnel - Strategic Intelligence Analyst

(c) Project Description The City of Chesterfield, Missouri will receive grant funds to support the Strategic Intelligence Analyst position at the St. Louis Fusion Center.

(d) Sub-Award Performance Period (i) Start Date 04/01/2021 (ii) End Date 03/31/2023

(e) Total Sub-Award Amount (Grant + Match) \$150,000.00 *See Section 4 for information about funding sources.

(f) Is this a research and development (R&D) award? ☐ Yes ☒ No (g) Indirect costs allowed? ☐ Yes ☒ No

2. Sub-Recipient Information

(a) Name City of Chesterfield, Missouri (b) Address 690 Chesterfield Parkway West, Chesterfield, MO 63017 (c) DUNS # 198190126

(d) Point of Contact (i) Name Lt. Mark Bruegenhemke (ii) Phone 636-537-3000 (iii) Email mbruegenhemke@chesterfield.mo.us

3. EWG Point of Contact Information

(a) Name Leah Watkins (b) Phone (314) 421-4220 (c) Email leah.watkins@ewgateway.org

4. Funding Source Information

(a) Funding Type	(b) Awarding Agency Name(s)	(c) CFDA Information	(d) \$ Amt.
Federal grant	U.S. DHS, FEMA through MO Office of Homeland Security	97.067 - Homeland Security Grant Program	\$150,000.00

(e) Total Sub-Award Amount (Grant + Match) \$150,000.00

*See Appendix II: Federal Award Information for information about each federal grant described in Section 4.

(f) Does this Sub-Award include the provision of equipment or supplies? ☐ Yes ☒ No

N/A

5. The sub-recipient listed in Part #2 agrees to administer the Sub-Award in accordance with:

(a) All applicable federal and state regulations and grant guidelines, including but not limited to:

☒ 2 CFR Part 200 ☒ Other Describe: MoOHS Guidelines

(b) Each of the following Appendices:

Appendix I: Sub-Recipient General Terms & Conditions, including Exhibit A: Sub-Recipient Special Terms & Conditions; Appendix II: Federal Award Information; Appendix III: Reserved - not applicable to the Sub-Award; and Appendix IV: Office of Homeland Security, Sub-Award Agreement

6. The assistance described in this Sub-Award is hereby offered and accepted effective upon the signature of each parties' duly authorized official and on the first date indicated in Part #1(d) above.

East-West Gateway Council of Governments

Name & Title James M. Wild, Executive Director Signature _____ Date _____

City of Chesterfield, Missouri

Name & Title Michael O. Geisel, City Administrator Signature _____ Date _____

**Appendix I:
Sub-Recipient General Terms & Conditions**

The following terms apply to the Financial Assistance Sub-Award Agreement ("Sub-Award") entered into by the City of Chesterfield, Missouri ("Sub-Recipient") and East-West Gateway Council of Governments (the "Council") (together the "Parties").

1. Definitions, Contents of the Agreement & Order of Precedence.

- a. **Definitions.** As used in this Appendix I: Sub-Recipient General Terms & Conditions, the terms and acronyms described in Paragraph 1, Parts (a)(i) – (vii) have the meanings provided below.
 - i. **Agreement** means the Sub-Award and the appendices listed in Paragraph 1, Part (b).
 - ii. **CFR** means the Code of Federal Regulations.
 - iii. **DHS** means the U.S. Department of Homeland Security.
 - iv. **FEMA** means the Federal Emergency Management Agency.
 - v. **MoOHS** means the Missouri Office of Homeland Security.
 - vi. **Omni Circular** means the federal regulations found at 2 CFR Part 200 – *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
 - vii. **Urban Area** means the St. Louis Urban Area that includes the bi-state, eight county St. Louis metropolitan area served by the Council that includes: city of St. Louis, Missouri and Franklin, Jefferson, St. Charles, and St. Louis counties in Missouri and Madison, Monroe, and St. Clair counties in Illinois.
- b. **Contents of the Agreement.** The Sub-Award consists of the terms expressed in the East-West Gateway Council of Governments Financial Assistance Sub-Award Agreement and the Appendices listed in Paragraph 1, Part (b)(i) – (iv) (together the "Agreement"). The Appendices are each made a part of the Sub-Award and are incorporated by reference into the Sub-Award as though fully set forth in the Sub-Award. Sub-Recipient's failure to adhere to the terms expressed in the Appendices may constitute a material breach of the Agreement, and the Council may take appropriate action against Sub-Recipient to ensure compliance with these provisions, as described in Paragraph 11, Part (b).
 - i. **Appendix I: Sub-Recipient General Terms & Conditions ("Appendix I").**
 - ii. **Appendix II: Federal Grant Award Information ("Appendix II").**
 - iii. **Appendix III – Reserved – not applicable to the Sub-Award.**
 - iv. **Appendix IV: Office of Homeland Security, Sub-Award Agreement ("Appendix IV"),** which is incorporated into the Sub-Award only to the extent described in Paragraph 15, Part (a)(ii).
 - v. **Exhibit A: Sub-Recipient Special Terms & Conditions ("Exhibit A").**

- c. ***Order of Precedence.*** In the event that any conflict or inconsistency arises among the provisions of the Sub-Award and the provisions of the Appendices, the documents shall have the following order of precedence:
- i. Appendix I.
 - ii. Exhibit A.
 - iii. Sub-Award.
 - iv. Appendix IV.
 - v. Appendix II.
2. **Performance Period.**
- a. The performance period for the Agreement is the term described in the Sub-Award, Section 1, Part (d), unless:
 - i. the performance period is extended through mutual agreement of the Parties and the extension is requested and approved in accordance with Paragraph 10, or
 - ii. the Agreement is terminated.
 - b. Sub-Recipient understands that the Council's grant funding period imposes strict time constraints for the project and that Sub-Recipient's failure to make reasonable progress on the project during the performance period defined in Paragraph 2, Part (a) will be considered a material breach of the Agreement and the Council may suspend or terminate the Agreement without penalty to the Council.
 - c. Sub-Recipient shall notify the Council immediately if it will not complete its work within the performance period, but under no circumstances may Sub-Recipient notify the Council any later than thirty (30) calendar days before the expiration of the performance period. All notices provided under this Paragraph 2, Part (c) must be completed in accordance with Paragraph 16, Part (c)(i).
 - d. Sub-Recipient shall liquidate all financial obligations incurred under the Agreement no later than fifteen (15) calendar days after Sub-Recipient receives final payment from the Council.
 - e. Sub-Recipient shall not incur costs or obligate federal funds after the performance period end date noted in Paragraph 2, Part (a) for any purpose without first obtaining the Council's express written consent.
3. **Project Description & Scope of Work.**
- a. ***Project Description.*** The Council is the recipient of a UASI grant from DHS through MoOHS to support local efforts to prevent terrorism and other catastrophic events in the Urban Area. As part of the UASI grant program, the Council will provide funds to Sub-Recipient to support personnel assigned to the St. Louis Fusion Center. The project governed by the Agreement includes the hiring of a person to serve as the Strategic Intelligence Analyst for the Urban Area. The Strategic Intelligence Analyst position will be responsible for collecting, processing and analyzing information and identifying

trends to share timely intelligence with federal, state, and local law enforcement entities. The personnel hired by Sub-Recipient shall perform the work described in Paragraph 3, Part (b).

- b. **Scope of Work.** Sub-Recipient shall hire one person to serve as the Strategic Intelligence Analyst who will perform the work described in Paragraph 3, Parts (b)(i) – (xv). Sub-Recipient's personnel shall perform the work described in Paragraph 3, Parts (b)(i) – (xv) in a professional and technical manner, consistent with lawful procedures and standards that govern persons performing similar work, and in compliance with applicable local, state, and federal laws.
- i. Collect, process, and analyze information that is received from federal, state, local and private sector sources;
 - ii. Monitor local, national and International occurrences for situations that may impact the Urban Area;
 - iii. Research tactics, techniques, and procedures used by domestic / international terrorist groups;
 - iv. When appropriate, develop safety alerts / intelligence products / bulletins for the St. Louis UASI partners (i.e. local law enforcement, fire, emergency management, and public health agencies; hospitals; and federal / state law enforcement agencies; schools; private sector industry; etc.) that convey information to assist with the formulation of strategy, response or policy within the Urban Area, as it pertains to terrorism, crime, special events and/or hazards;
 - v. Actively participate in the daily operations of the Fusion Center during steady state and crisis state periods, providing support and information sharing to the Urban Area as well as federal, state and local partners. This support may include but not be limited to: case support, partner outreach, liaising, preparing and conducting presentations.
 - vi. Respond to requests for information that the Fusion Center receives from private sector, local, state, and federal sources;
 - vii. Interact with Federal law enforcement with respect to actions concerning the Urban Area;
 - viii. Interact and research "intelligence products" with other Fusion Centers in order to develop timely and accurate products;
 - ix. Interact with federal, state, and local law enforcement entities within the Urban Area and other areas and assist with investigative requests;
 - x. Analyze local crime / terrorism data in order to assist with the development of an accurate threat picture for the Urban Area;
 - xi. Analyze data received from Federal sources and determine its relevance to the Urban Area;

- xii. Interact with and share information with Critical Infrastructure Partners, the National Network of Fusion Centers, law enforcement agencies and other Fusion Center partners;
 - xiii. Research information contained on the Federal Bureau of Investigation's Terrorist Screening Center in order to discover known terrorist encounters that occur within the Urban Area;
 - xiv. Provide other information and assistance to the Fusion Center, as needed, in order to fulfill the Strategic Intelligence Analyst's duties.
 - xv. Attend analytical training as required by DHS, as well as continuing education through DHS, Federal Bureau of Investigation, and professional organizations.
4. Equipment & Supplies. The Agreement does not include the purchase of any equipment or supplies. Sub-Recipient is not permitted to purchase or procure any equipment or supplies to support the project without first obtaining the Council's express written approval. Any Council approval must be obtained in accordance with Paragraph 16, Part (c)(i).
5. Reimbursements / Payments, Audits and Reviews, Financial Management & Taxes.
- a. *Reimbursements / Payments.*
 - i. The Council shall reimburse Sub-Recipient for the eligible, actual, and allowable costs incurred for the work authorized in Paragraph 3, Part (b) and that is completed during the performance period described in Paragraph 2. The total reimbursement the Council provides under the Agreement for the work described in Paragraph 3, Part (b) will not exceed one hundred and fifty thousand dollars (\$150,000.00) for personnel costs (as "personnel costs" are defined in Paragraph 5, Part (a)(iii)(1)).
 - ii. Unless approved by the Council in writing and in advance, Sub-Recipient is responsible for any or all of the costs noted in Paragraph 5, Parts (a)(ii)(1) – (4). The Council may take appropriate action against Sub-Recipient to ensure that ineligible costs, unallowable costs, or unauthorized costs are not continually incurred including, but not limited to, suspending or terminating the Agreement. The Council is not obligated to reimburse Sub-Recipient for any of the following:
 - 1. costs incurred for any reason after the performance period ends,
 - 2. costs incurred for any reason for unauthorized tasks, milestones, work, services, etc.,
 - 3. costs incurred for any reason by subcontractors, subconsultants, consultants, vendors, etc. when Sub-Recipient procured / purchased the services or goods without adhering to the requirements stated in Paragraph 6, or

4. costs that are:
 - a. unallowable,
 - b. unreasonable,
 - c. not directly applicable to the work performed under the Agreement,
 - d. not accounted for in accordance with generally accepted accounting principles,
 - e. ineligible, or
 - f. as applicable, not accounted for in accordance with the Omni Circular and the administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins that can be found at: <http://dps.mo.gov/dir/programs/ohs/grantstraining>, as these administrative requirements may be amended from time-to-time by MoOHS.
- iii. Under no circumstances will the Council make payments under the Agreement for unallowable costs, as defined in the Omni Circular or for costs deemed unallowable by MoOHS or DHS (which includes FEMA), or ineligible costs. Unallowable costs include, but are not limited to, charges for room services, laundry and dry cleaning charges, entertainment costs, and the cost of alcoholic beverages. Ineligible costs are those costs incurred for services or goods that were not procured / purchased in accordance with Paragraph 6 or were incurred for unauthorized tasks.
 1. **Eligible Personnel Costs Defined.** Eligible personnel costs are defined as the wages and the fringe benefits provided by Sub-Recipient to the person hired to perform the services defined in Paragraph 3, Part (b). Fringe benefits are those costs that meet the definition provided in the Omni Circular § 200.431 and are provided to the person hired to fill the Administrator position in accordance with Sub-Recipients's written policies / accounting practices. Any change to Sub-Recipient's fringe rate is subject to the Council's approval and the Council, in its sole discretion, may cap Sub-Recipient's fringe rate. The Council may also, in its sole discretion, withhold payments to Sub-Recipient for its fringe costs if Sub-Recipient does not submit the required documentation as described in Paragraph 5, Part (a)(iv)(6)(c). Indirect costs are not eligible personnel costs and are not authorized for reimbursement under the Agreement. Unless authorized by the Council in writing and in advance, overtime costs are not eligible personnel costs and are not authorized for reimbursement under the Agreement.

- iv. Except as described in Paragraph 5, Part (a)(vi), Sub-Recipient shall submit a written invoice to the Council once per month and by the twentieth (20th) calendar day of the month. Sub-Recipient shall submit its invoice to the Council via mail to the address provided in Paragraph 5, Part (a)(vii). Sub-Recipient's invoice must, at a minimum, include each of the following:
1. The billing period.
 2. An accounting of the personnel costs incurred during the billing period (e.g. the hours worked, total labor costs incurred, etc.).
 3. Charges for fringe costs incurred during the billing period. These costs may be billed as separate line items or included as part of the hourly rate; however, if Sub-Recipient includes fringe as part of its hourly rate, it must provide documentation that shows how the burdened hourly rate was calculated.
 4. If necessary, an adjustment for amounts due because of a change in Sub-Recipient's fringe rate. Sub-Recipient must bill the Council for its then-current fringe rate and throughout the performance period, Sub-Recipient must make adjustments in order to keep the rate in compliance with Sub-Recipient's current, approved rate.
 5. The total amount due to Sub-Recipient for the billing period.
 6. Back-up documentation as follows:
 - a. a time sheet for each person listed on the invoice and for each pay period covered by the invoice,
 - b. a payroll register for each person listed on the invoice. The payroll register must cover the pay period reflected on the time sheets that Sub-Recipient submits with the invoice, and
 - c. documentation to substantiate Sub-Recipient's fringe rate. Examples of acceptable documentation include, but are not limited to the items described in Paragraph 5, Parts (a)(iv)(6)(c)(i) – (iii). If Sub-Recipient cannot produce one of the types of documentation described below, Sub-Recipient may request that the Council accept / approve a different type of documentation by submitting a request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
 - i. A detailed break-down of the items included in Sub-Recipient's fringe rate calculation and the dollar amount or rate/percentage associated with each item.
 - ii. A copy of or internet link to Sub-Recipient's cost allocation plan, as the plan pertains to the calculation of fringe benefits Sub-Recipient is billing to the project. Sub-Recipient need only submit its cost allocation plan once during the performance period; however, if Sub-

Recipient's fringe rate changes during the performance period, then Sub-Recipient must submit a copy of or internet link to Sub-Recipient's updated cost allocation plan.

- iii. A copy of or internet link to an ordinance, personnel plan, or other official, approved document that describes the items included in Sub-Recipient's fringe benefits and provides / lists the dollar amount, rate / percentage, or similar information associated with each item included in the fringe benefits.
- 7. Sub-Recipient's "remit to" address. This is the address to which the Council will mail payments.
 - 8. The following certification along with a signature of a duly authorized representative of Sub-Recipient:

"I certify that to the best of my knowledge and belief that the invoice is true, complete, and accurate, and the expenditures are for the purposes set forth in the Agreement that Sub-Recipient has with the Council. I am aware that false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise under U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812."
 - 9. A progress report, if the progress report has not already been submitted. The progress report must include the information specified in Paragraph 8, Part (b). ***If the Council has not received a progress report for each reporting period, then the Council will not process Sub-Recipient's invoice unless and until Sub-Recipient brings the progress reporting up to current.***
- v. The Council may, in its sole discretion, waive any of the requirements listed in Paragraph 5, Part (a)(iv) or may request additional back-up documentation or information.
 - vi. **End of Calendar Year Billing.** If the performance period covers more than one (1) calendar year (defined as January 1st through December 31st), then, after the end of the calendar year, the Council may request that Sub-Recipient submit an invoice for any unbilled costs, milestones, etc. for the calendar year. Sub-Recipient must submit this invoice no later than thirty (30) calendar days after the end of the calendar year or other time frame indicated by the Council.

- vii. Sub-Recipient shall submit each invoice and back-up documentation to the address listed below. Unless specifically requested or authorized by the Council, the Council will not accept electronic, e-mailed, or faxed invoices.

Accounts Payable
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102

- viii. ***Sub-Recipient shall submit a final invoice to the Council no later than March 30, 2023. Sub-Recipient shall clearly mark the invoice with the words "Final Invoice".*** Along with the final invoice, Sub-Recipient shall submit the "Title VI Questionnaire Post-Contracting Stage – Sub-Recipient." Sub-Recipient understands that it is within the Council's sole discretion to pay the final invoice if it is received after the March 30, 2023 deadline or if the required Title VI questionnaire is not submitted to the Council. If Sub-Recipient needs an extension of the final invoice submission deadline, then Sub-Recipient shall submit a written request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's request for an extension of the final invoice deadline must be submitted to the Council at least ten (10) business days in advance of the deadline. Sub-Recipient's request must be submitted in accordance with Paragraph 10.

- ix. Sub-Recipient understands that its failure to submit timely invoices or its failure to submit the final invoice by the date stated in Paragraph 5, Part (a)(viii) may result in the Council:

1. withholding payments,
2. denying payment for the invoiced amount,
3. terminating the Agreement, or
4. seeking other remedies available to the Council.

- x. Upon receipt of a timely invoice from Sub-Recipient, the Council shall complete a review of the invoice and make a determination as to whether the work was completed in accordance with Paragraph 3, Part (b). Upon completing its review, the Council will request payment from the funding agency. Promptly after receipt of funds from the funding agency for each invoice, the Council shall make payment to Sub-Recipient for the amount of the approved invoice. At a minimum, the Council will make payment to Sub-Recipient no later than thirty (30) calendar days after receipt of the funds from the funding agency.

- xi. In no case will the Council make a payment to Sub-Recipient until the Council has reviewed the work completed and found it to be in conformance with the terms of the Agreement. The Council will not withhold payments to Sub-Recipient for the Council's failure to complete a timely review of Sub-Recipient's completion of the work. Sub-Recipient understands that its failure to submit the required progress report or its failure to submit the invoice in the proper format will delay the review process and the Council is not obligated to pay for any costs, tasks, milestones, work, services, etc. that are not substantiated by

the progress report or any invoices that are not submitted in the proper format or submitted by the required due dates. Any payment to Sub-Recipient is contingent upon the Council receiving the funds from the funding agency for the performance of the work defined in Paragraph 3, Part (b).

- xii. Sub-Recipient understands that the review and payment period noted in Paragraph 5, Part (a)(xi) is contingent upon Sub-Recipient and its subcontractors responding to the Council's request for additional information or documentation in a timely manner, and that if Sub-Recipient does not respond timely to the Council's requests, then the Council's review or payment process may be delayed and the Council will not suffer any penalty because of these types of delays.

xiii. **Prompt Payment.**

1. If applicable, Sub-Recipient shall pay each subcontractor for the satisfactory performance of the subcontractor's contract no later than thirty (30) calendar days from Sub-Recipient's receipt of each subcontractor's invoice. Sub-Recipient may not delay or postpone payment to a subcontractor without good cause and without first obtaining the Council's prior written approval. This clause applies to both disadvantaged business enterprise and non-disadvantaged business enterprise subcontractors.
2. If applicable and if Sub-Recipient fails or refuses to comply with the terms of Paragraph 5, Parts (a)(xiii)(1), then the Council will issue an order stopping payment or an order stopping work under the Agreement until Sub-Recipient has made satisfactory corrective action. Sub-Recipient's failure to take corrective action will be considered a breach of contract and the Council may take appropriate action against Sub-Recipient up to and including terminating the Agreement for default.

- b. **Audit / Project Review Findings.** In the event that an audit or a project review finds that any of Sub-Recipient's costs charged during the performance period are ineligible, unallowable, or both and these costs have been paid by the Council, Sub-Recipient shall return to the Council all dollar amounts paid to Sub-Recipient for the ineligible costs, the unallowable costs, or both, plus an amount due for any interest that is charged to the Council by the funding agency for the ineligible costs, the unallowable costs, or both.
- c. **Financial Management.** Sub-Recipient must establish and utilize a proper financial management system that allows Sub-Recipient to expend and account for funds in accordance with generally accepted accounting standards and directives from the Council, MoOHS, FEMA, or DHS. Sub-Recipient's financial management system must also meet the standards set forth in the Omni Circular, specifically 2 CFR Part 200 § 200.302. Sub-Recipient's financial management system must adhere to the standards for financial reporting, accounting records, internal control, budget control, allowable

costs, source documentation, and cash management. At any time prior to the award of financial assistance or at any time subsequent to the award, the Council, MoOHS, FEMA, DHS, or any of these entities' authorized representative may review the adequacy of Sub-Recipient's financial management system.

- d. *Taxes.* Sub-Recipient is responsible for ensuring that it, and any of its subcontractors, fully comply with all applicable federal, state, and local (i.e. St. Louis City) tax laws and Sub-Recipient will properly report all monies received under the Agreement and payments Sub-Recipient makes to any subcontractor with regard to the work performed under the terms of the Agreement. Sub-Recipient understands that if it performs work within the city of St. Louis, Missouri (the "City") it may be subject to the City's earnings tax and agrees that it will take the steps necessary to track and report the amount (in dollars) of work Sub-Recipient performed in the City. Upon the Council's request, Sub-Recipient shall provide to the Council the information that the Council needs to complete Form E-6 (St. Louis City) that is due each year. Further, Sub-Recipient shall hold the Council harmless for any taxes, penalties, attorney's fees, or any other cost imposed upon Sub-Recipient or its subcontractor because of Sub-Recipient's failure to properly report payments received or payments made.

6. Personnel and Subcontracting & Purchases / Procurement.

a. *Personnel and Subcontracting.*

- i. Sub-Recipient represents that it has, or will secure, all personnel required in performing the work described in Paragraph 3, Part (b). Sub-Recipient shall either perform or supervise all of the required work. Sub-Recipient is responsible for the satisfactory completion of all work, including work performed by Sub-Recipient's subcontractors.
- ii. All of Sub-Recipient's personnel, including subcontracted personnel, engaged in the work must be fully qualified and must be authorized or permitted under state and local law to perform the work described in Paragraph 3, Part (b). Sub-Recipient must comply with the E-Verify requirements described in the MoOHS Administrative Guide. In addition, if Sub-Recipient is hiring analytic personnel, Sub-Recipient must ensure that the personnel meet the requirements provided in the *Fusion Center Guidelines: Developing and Sharing Information and Intelligence in a New Era*, as it may be updated from time-to-time.
- iii. Sub-Recipient shall inform the Council in writing if the person hired to fill the Administrator role no longer holds that position for any reason, including but not limited to: reassignment, retirement, voluntary or involuntary leave whether with pay or without pay, resignation, or termination. Sub-Recipient's written notification must be submitted no later than five (5) business days after the Administrator position has been vacated and the written notice should be submitted in accordance with Paragraph 16, Part (c)(i) and to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). If the Administrator position is vacated at any time during the performance period, Sub-Recipient may select another individual to fill the position, provided that the person meets the qualifications specified in Paragraph 6, Part (a)(ii) and the Council approves, in writing, the person selected by Sub-Recipient to fill the position.

The Council is not obligated to approve the replacement personnel and will not issue an approval to Sub-Recipient for the replacement personnel unless and until the St. Louis Fusion Center provides its express written concurrence with Sub-Recipient's choice of replacement personnel.

- iv. The Council is not an employer of any personnel hired by Sub-Recipient to perform the work described in Paragraph 3, Part (b). Sub-Recipient is fully responsible for:
 - 1. paying any salaries, fringe benefits, unemployment insurance, or workers' compensation,
 - 2. ensuring that any local taxes, state taxes, and federal taxes are properly withheld from its personnel's pay, and
 - 3. complying with local, state, and federal reporting requirements that govern compensation and taxation.
- v. The Council has not approved any subcontractor, subconsultant, or vendor to perform any services or provide any goods under the Agreement. Sub-Recipient is prohibited from engaging any subcontractor, subconsultant, or vendor to perform any services or provide any goods under the Agreement without first following the procedures described in Paragraph 6, Part (b).

b. *Purchases / Procurement.*

- i. **Definitions.** As used in Paragraph 6, Part (b), the terms described in Paragraph 6, Parts (b)(i)(1) and (2) have the meanings provided below.
 - 1. "Purchase / procurement," in addition to its common meaning, also means the hiring of any individual or firm to complete any services or to provide any goods. The meaning of purchase / procurement does not include the hiring of employees to complete services under the Agreement.
 - 2. "Employees" has the same meaning described in Section 285.500 *et seq.* RSMo.
- ii. Sub-Recipient may not undertake the purchase / procurement of any services or any goods without the Council's prior written approval. If Sub-Recipient needs to undertake a purchase / procurement, Sub-Recipient must contact the Council's designated point of contact in Paragraph 16, Part (a)(i)(1) and obtain the prior written approval. The Council's point of contact will direct Sub-Recipient about the process that needs to be followed to purchase / procure goods or services and what documentation needs to be submitted to the Council, retained by Sub-Recipient, or both.
- iii. If an item of cost is not included in Sub-Recipient's approved budget, then Sub-Recipient may not engage in any purchase / procurement of that item of cost unless and until Sub-Recipient notifies the Council of its need to make a purchase / procurement and the Council modifies Sub-Recipient's budget. All

budget changes must be requested and approved in accordance with Paragraph 10, and it is within the Council's sole discretion to approve any Sub-Recipient request for budget modifications.

- iv. If the Council authorizes Sub-Recipient to undertake a purchase / procurement, then Sub-Recipient (including any authorized subcontractors) shall use federally compliant, competitive procurement procedures to purchase any services or goods under the Agreement. These procedures are defined in the Omni Circular, specifically 2 CFR Part 200, *Procurement Standards*, §§ 200.317 – 200.326, and MoOHS guidelines. Sub-Recipient may use its own procurement procedures provided that those procedures are at least as restrictive as the procedures required by MoOHS guidelines.
- v. All purchases / procurements, whether competitive or non-competitive, must be reviewed and approved by the Council in advance of the final selection and retention of a contractor or vendor to provide any services or goods for the project.
- vi. Paragraph 6, Part (b) applies to purchases / procurement that are conducted by any one or combination of Sub-Recipient, Sub-Recipient's designees, or Sub-Recipient's subcontractor.
- viii. Paragraph 6, Part (b) applies to Sub-Recipient purchases / procurement that are made with any type of purchasing method or mechanism.
- c. If Sub-Recipient fails to adhere to the requirements in Paragraph 6, then the Council may undertake any one or combination of the actions noted in Paragraph 11, Part (b).

7. Liability & Insurance Coverage.

- a. **Liability.** To the extent allowed or imposed by law, Sub-Recipient shall hold harmless the Council including its members and employees, from any claim, suit, liability, damage, loss, or cost (including, but not limited to, attorney's fees and litigation costs) arising out of or relating to the work performed under the Agreement. Sub-Recipient's obligation under this Paragraph 7, Part (a) is limited to any claim, liability, damage, loss, or cost that is sustained by the Council or others for property damage, property destruction, or any bodily injury (including, but not limited to, death) and to the extent that the claim arises from or is caused by the negligence, errors, omissions, or willful misconduct of Sub-Recipient, Sub-Recipient's employees, affiliated corporations, or subcontractors in connection with the work performed under the terms of the Agreement.
- b. **Insurance Coverage.**
 - i. **Workers' Compensation Insurance.** Unless exempted under law, Sub-Recipient shall carry insurance in the amount stipulated by law to protect Sub-Recipient from claims under workers' compensation statutes. If Sub-Recipient claims an exemption from this legal requirement, then Sub-Recipient shall submit to the Council proof that Sub-Recipient is exempt from this requirement under the law.

- ii. **Self-Insurance Program.** If Sub-Recipient is relying on a self-insurance program to provide the insurance coverage type and amount described in Paragraph 7, Part (b)(i), then Sub-Recipient's proof of insurance must be demonstrated through a signed, written statement to the Council regarding the self-insurance program and certifying that the program meets the insurance requirements described in Paragraph 7, Part (b)(i).
 - iii. Upon the Council's written request, Sub-Recipient shall provide the Council with written proof of insurance coverage that is required by Paragraph 7, Part (b)(i). Sub-Recipient shall also, upon written request, provide the Council written copies of its insurance policies.
 - iv. Sub-Recipient shall notify the Council in writing within seven (7) calendar days of receiving notices that any of its, or its subcontractors', insurance policies have been reduced, terminated, or cancelled (even in part) for any reason.
 - c. In no event will the language of Paragraph 7 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 or state constitution or by federal or state law.
8. **Required Reports.**
- a. ***Title VI Questionnaires.*** Upon execution of the Agreement, Sub-Recipient shall submit to the Council the "Title VI Questionnaire: Pre-Contracting Stage, Sub-Recipient." Sub-Recipient shall also submit to the Council the "Title VI Questionnaire: Post-Contracting Stage, Sub-Recipient" along with Sub-Recipient's final invoice.
 - b. ***Monthly Progress Reports.*** If Sub-Recipient's award includes work, as described in Paragraph 3, Part (b), Sub-Recipient shall submit to the Council a progress report describing the work Sub-Recipient accomplished during the reporting period. Sub-Recipient shall submit its progress report once per month and by the twentieth (20th) calendar day of the month. Sub-Recipient shall either submit its progress report with its invoice or submit its progress report via e-mail to the Council's points of contact identified in Paragraph 16, Parts (a)(i)(1) and (2). The monthly reports must include a narrative description of the work accomplished during the reporting period and an indication as to whether Sub-Recipient is on schedule to complete the project by the performance period end date and a description of any issues or problems that Sub-Recipient experienced during the reporting period. If these issues or problems will cause Sub-Recipient to deviate from the project schedule, then Sub-Recipient shall include a description of the likely effect on the schedule (i.e. project will be delayed by two weeks) and the steps that Sub-Recipient is taking or will take to mitigate the effects of the issues or problems.
 - c. ***Violations.*** Sub-Recipient must report / disclose to the Council in writing all violations of federal criminal law involving fraud, bribery, or gratuity affecting the Agreement. Sub-Recipient's written report / disclosure must be provided to the Council no later than fourteen (14) calendar days after Sub-Recipient is made aware of the violation. Sub-Recipient must submit this report to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).

- d. If Sub-Recipient fails to comply with the terms of Paragraph 8, then the Council may take action against Sub-Recipient as the actions are described in Paragraph 11, Part (b).
9. Work Products, Disclosure & Publication Requirements.
- a. *Work Products.* Except for the reports described in Paragraph 8, Sub-Recipient is not responsible for producing any work products or deliverables as part of the work described in Paragraph 3, Part (b).
 - b. *Disclosure.* Except as required by law, Sub-Recipient shall not disclose in any way, or permit to be disclosed in any way: any information related to its work or the results of the work contemplated by the Agreement. If Sub-Recipient wishes to disclose any of these or is required to disclose any of these, then it shall first notify the Council and, in the case of a disclosure that is not required by law, obtain the Council's express written consent. Sub-Recipient's notification must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). This Paragraph 9, Part (b) is applicable only to disclosure of project information and results to any person who or entity that is not a part of the project. Members of the project team, the Council's staff, or members of the committee overseeing the project will be considered "part of the project team."
 - c. *Publication Requirements.* Sub-Recipient is not responsible for publishing any work products or other materials as part of the work described in Paragraph 3, Part (b).
10. Authorized Personnel, Changes & Other Requests. The Council has sole discretion to approve Sub-Recipient's request for changes or provide approvals or authorizations and Paragraph 10 does not obligate the Council to approve Sub-Recipient's requests. The persons who are authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations are described in Paragraph 10, Part (a). The process for requesting changes to the Agreement are described in Paragraph 10, Part (b) and the process for other types of requests are described in Paragraph 10, Part (c).
- a. *Authorized Personnel.* The persons listed in Paragraph 10, Parts (a)(i) – (iii) are authorized by the Council to initiate change requests, to approve Sub-Recipient's requests for changes, or to provide authorizations.
 - i. The Council's Executive Director, the Council's Director of Administration and the Council's point of contact designated in the Paragraph 16, Part(a)(i)(1).
 - ii. Other person authorized in writing by the persons listed in Paragraph 10, Parts (a)(i), when this other person is indicated in writing to Sub-Recipient as having this authority.
- The Council's project manager, the point of contact designated in Paragraph 16, Part (a)(i)(2), or any other person not described in Paragraph 10, Parts (a)(i) – (iii) are not authorized to initiate change requests, to approve Sub-Recipient's requests for changes, or provide authorizations.
- b. *Changes.* Certain changes to the performance period, Appendix I, or other changes to the Agreement must be requested and approved as stated in Paragraph 10, Parts (b)(i) – (vii).
 - i. Except as noted in Paragraph 10, Part (b)(iii), any Sub-Recipient request for changes must be submitted to the Council in advance of the change taking

effect. Changes include, but are not limited to: changing the scope of work; lengthening or shortening the performance period; or changing the budget for the project. The Council will consider Sub-Recipient's after-the-fact changes on a limited basis and it is within the Council's sole discretion whether to consider or approve Sub-Recipient's after-the-fact changes.

- ii. In order to request a change to the performance period or scope of work Sub-Recipient shall submit to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1), a written request that contains:
 1. a clear description of the change requested and a rationale/justification for why the change is necessary,
 2. the proposed effective date of the change, and
 3. a copy of the revised scope of work, if applicable.
- iii. Sub-Recipient must keep the Council's point of contact designated in Paragraph 16, Part (a)(i)(2) informed, in writing, about changes to the project schedule, including deliverable due dates. If a change to the project schedule will result in Sub-Recipient not completing its work within the performance period specified in Paragraph 2, Part (a), then Sub-Recipient shall follow the procedures described in Paragraph 10, Part (b)(ii).
- iv. The Council will review Sub-Recipient's change request and will send Sub-Recipient a written notice of its decision and, if Sub-Recipient's request is denied, will include an explanation of the Council's decision.
- v. Except as noted in Paragraph 10, Parts (b)(vi) and (vii), any one or combination of the changes in listed in Paragraph 10, Parts (b)(v)(1) – (3) must be effected through written amendments to the Agreement, signed by the duly authorized representative of each party.
 1. Any change to the scope of work, except as noted in Paragraph 10, Part (b)(iii).
 2. Any change to the performance period.
 3. An increase in the total dollar amount sub-awarded to Sub-Recipient.
- vi. The Council may initiate changes to terms of the Agreement including, but not limited to, the performance period, the amount budgeted for the project, or the scope of work. Except as noted in Paragraph 10, Parts (b)(vi)(1) and (2), the Council shall obtain Sub-Recipient's written assent to the change, either through a signed amendment or other written communication. Regardless of whether the Council has issued a signed amendment to Sub-Recipient or Sub-Recipient has provided a written communication to Council regarding its assent to the change, Sub-Recipient's assent to the change will be deemed given if, after the Council has communicated a change to Sub-Recipient, Sub-Recipient submits an invoice or other request for payment to the Council or Sub-Recipient accepts payment from the Council.

1. Certain minor changes to the Agreement may be initiated by the Council and do not require prior authorization or a written amendment to the Agreement. These changes include, but are not limited to: (a) changing the funding source for the project; or (b) changes implemented by the Council during project close-out or processing final payment for the project like: revising the project budget, or revising the dollar amount sub-awarded to Sub-Recipient. In the event that the Council needs to implement these types of changes, the Council does not have to obtain Sub-Recipient's written assent in advance; however, the Council will notify Sub-Recipient of the change so that Sub-Recipient has the information for its records. It is within the Council's sole discretion to determine which minor changes to the Agreement require an amendment and which can be effected as stated in Paragraph 10, Part (a)(vi). A change that will result in an increase in the total amount paid by the Council for the project or an increase in the amount sub-awarded to Sub-Recipient is not a "minor change."
 2. In the event that MoOHS, FEMA, or DHS implement changes to the Council's grant agreement or grant budget, and these changes affect the terms of the Agreement, the Council will notify Sub-Recipient of the change and the change will take effect immediately upon the date provided in the Council's notification to Sub-Recipient. In the event of this type of change, the Council does not need to obtain Sub-Recipient's written assent to the change. The Council's notification will be in writing.
- vii. **Changes that Affect EHP Review / Approval.** Any changes to the scope of work that affect the EHP review / approval process must be addressed in accordance with Paragraph 15, Part (a)(iii).
- c. **Other Requests.** In the event that either party needs to seek approval for changes or request other changes or authorizations that are not specifically noted in Paragraph 10, the party shall submit its written request to the other party's point of contact designated in Paragraph 16, Part (a)(i)(1) or (a)(ii)(1), as applicable. The party's request must include both a detailed description of the change or other item for which approval is sought and a rationale/justification for the request. The party receiving the request will notify the party making the request in writing of its decision.
11. **Disputes, Remedies & Termination.**
- a. **Disputes.** Any dispute concerning a question of fact arising under the Agreement that is not disposed of by the Parties' mutual agreement must be decided by the Executive Director, East-West Gateway Council of Governments, who shall mail or otherwise furnish a copy of its decision to Sub-Recipient. This decision will be final and conclusive unless Sub-Recipient mails or otherwise furnishes a written appeal concerning the question of fact to the Executive Director. Sub-Recipient shall submit its written appeal to the Council within thirty (30) calendar days of Sub-Recipient's receipt of a copy of the Executive Director's decision. The Executive Director shall arrange a formal hearing

within fifteen (15) calendar days after the Executive Director's receipt of Sub-Recipient's appeal. The hearing officer must be a person mutually agreed upon by the Executive Director and Sub-Recipient. The hearing officer will send both Sub-Recipient and the Executive Director a notice that specifies the date, time, and place for the hearing. The hearing officer's notice must be sent not less than five (5) business days in advance of the hearing. At the hearing, Sub-Recipient and the Council will have the right to present witnesses and give evidence concerning questions of fact. The hearing officer shall give their decision to both Parties within five (5) business days of the close of the hearing. Pending final decision of an appeal to the Executive Director, Sub-Recipient shall proceed diligently with the performance of the Agreement. Nothing in this Paragraph 11, Part (a) will be construed as the Executive Director or hearing officer making final decisions regarding any questions of law. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).

- b. *Remedies.* Where Sub-Recipient violates, breaches, or otherwise fails to comply with the terms of the Agreement, the Council, in its sole discretion, may:
 - i. terminate or suspend the Agreement, in whole or in part,
 - ii. order a stoppage of the work,
 - iii. disallow all or part of the cost of the activity or action (including matching funds contributed to the activity) not in compliance with the Agreement,
 - iv. suspend or withhold payments to Sub-Recipient pending Sub-Recipient's correction of any deficiency,
 - v. rescind payments made to Sub-Recipient if it is later determined that the payment was made for a cost or activity not in compliance with the Agreement,
 - vi. recommend that the funding agency initiate suspension or debarment proceedings against Sub-Recipient,
 - vii. deem Sub-Recipient ineligible to receive any further sub-awards from the Council until the deficiency is corrected, or
 - viii. pursue any other available legal or equitable remedy.
- c. *Termination.*
 - i. In accordance with Paragraph 11, Part (c), the Council may, in its sole discretion, terminate the Agreement for default or convenience. The termination may be of the Agreement in whole or in part.
 - 1. Default means Sub-Recipient commits any one or combination of the actions described in Paragraph 11, Parts (c)(i)(1)(a) – (g).
 - a. Sub-Recipient has failed or is failing to perform. "Has failed or is failing to perform" means:
 - i. Sub-Recipient has not made or is not making progress in the work,
 - ii. Sub-Recipient has not met or is not meeting project deadlines,

- iii. Sub-Recipient has not complied or is not complying with the prompt payment requirements described in Paragraph 5, Part (a)(xiii),
 - iv. Sub-Recipient has not complied or is not complying with the reporting requirements defined in Paragraph 8, or
 - v. Sub-Recipient has not complied or is not complying with the monitoring provision described in Paragraph 15, Part (a)(iii).
 - b. Except for the provisions noted in Paragraph 11, Part (c)(i)(1)(g), Sub-Recipient has violated or is violating a provision of the Agreement.
 - c. Sub-Recipient has not complied or is not complying with any federal, state, or local laws or any regulations that are pertinent to the Agreement, as the noncompliance is determined by the Council, MoOHS, FEMA, or DHS.
 - d. Sub-Recipient has engaged in or is engaging in the unauthorized use of funds which means that Sub-Recipient has used or is using the funds for any purpose other than that provided for in the Agreement.
 - e. Sub-Recipient engaged in or is engaging in a misrepresentation of any type during the sub-award process, the invoicing / billing process, or the reporting process, which if known to the Council, MoOHS, FEMA, or DHS would have resulted in the Council not issuing a sub-award to Sub-Recipient or the Council not making payments to Sub-Recipient.
 - f. Sub-Recipient has failed or is failing to disclose a/an:
 - i. after-discovered conflict of interest,
 - ii. erroneous certification,
 - iii. violation described in Paragraph 8, Part (c), or
 - iv. debarment / suspension action initiated or instituted by any state or federal government entity.
 - g. Sub-Recipient has violated or is violating Paragraph 2, Part (b), any part of Paragraph 12, or any part of Paragraph 13.
2. Convenience means whenever it is in the best interest of the Council, including but not limited to:
- a. at any time when MoOHS or DHS, including any of its agencies, cancels, rescinds, terminates, or otherwise modifies the agreement that it has with the Council whether in whole or in part,

- b. at any time when MoOHS, FEMA, or DHS does not have or does not provide funding for the project,
 - c. if MoOHS, FEMA, or DHS does not provide the approvals required by Paragraph 15, Part (a)(iv), or
 - d. at any time when the Council no longer desires to support the project or to support Sub-Recipient's efforts for the project.
- ii. **Cure Period.** Except as indicated in provisions of the Agreement that an immediate termination of the Agreement is permitted, upon Sub-Recipient's default of the Agreement, the Council will provide Sub-Recipient a cure period as follows:
 - 1. For a default described in Paragraph 11, Part (c)(i)(1)(a), Sub-Recipient will have a cure period of forty-eight (48) hours (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
 - a. **Exception.** Upon Sub-Recipient's fourth (4th) failure to meet a project deadline, the Council may, in its sole discretion, immediately terminate the Agreement without providing Sub-Recipient any period to cure the default. This exception applies even if the Council has not previously provided Sub-Recipient a written notice of default. "Failure to meet a project deadline" means Sub-Recipient does not meet a project deadline and the Council has not provided an express written approval that extends the deadline. The Council's approval must be provided as stated in Paragraph 10.
 - 2. For a default described in Paragraph 11, Parts (c)(i)(1)(b), Sub-Recipient will have a cure period of seven (7) business days (or a longer period as the Council may allow) after Sub-Recipient's receipt from the Council of a written notice specifying the default.
 - 3. For a default described in Paragraph 11, Parts (c)(i)(1)(c) – (g), Sub-Recipient will not be provided a cure period, and the Council may, in its sole discretion, immediately terminate the Agreement without any penalty to the Council.
 - 4. **Failure to Cure a Default.** If Sub-Recipient fails to cure a default within the cure period specified in Paragraph 11, Parts (c)(ii)(1) – (2), then the Council, in its sole discretion, may immediately terminate the Agreement without any penalty to the Council.
- iii. Any termination must be effected by the Council's delivery to Sub-Recipient of a written notice specifying whether termination is for the default of Sub-Recipient or for the convenience of the Council and the extent to which the Agreement is terminated ("Termination Notice"). The termination will be effective upon Sub-Recipient's receipt of the Termination Notice. "Receipt" is defined in Paragraph 16, Part (c)(ii)(2).

iv. **Termination of Project Work.** If the Agreement includes payments to Sub-Recipient for performing work, as those payments are described in Paragraph 5, Part (a), then immediately after receipt of a Termination Notice Sub-Recipient shall:

1. stop performance of the work to the extent specified in the Termination Notice,
2. place no further subcontracts for services, except as may be necessary for completion of the portion of the work that was not terminated,
3. terminate all subcontracts to the extent that they relate to the performance of the work terminated by the Termination Notice,
4. assign to the Council in the manner and to the extent directed by the Council, all of Sub-Recipient's rights, title, and interest under the subcontracts that Sub-Recipient terminated because of the Termination Notice. The Council has the discretion to determine which claims arising out of the termination of these subcontracts the Council will pay or settle,
5. complete performance of the part of the work that was not terminated by the Termination Notice,
6. deliver to the Council:
 - a. all non-classified, non-confidential documents created under the terms of the Agreement up through the effective date of the termination, and
 - b. any documents or materials furnished by the Council to Sub-Recipient or prepared by the Council for Sub-Recipient, and
7. promptly submit to the Council a written claim for amounts due to Sub-Recipient (a "Termination Claim"). Sub-Recipient shall submit the Termination Claim in the form and with the certification prescribed by the Council and to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's Termination Claim must include all amounts due to Sub-Recipient based upon the amount due to Sub-Recipient for the eligible, allowable, and actual costs incurred by Sub-Recipient through the effective date of the termination. Except as noted in Paragraph 11, Part (c)(iv)(7)(a), Sub-Recipient shall submit its Termination Claim to the Council no later than sixty (60) calendar days from the effective date of termination.
 - a. **Extension.** Sub-Recipient may request a longer time period to submit its Termination Claim. In order to request an extension of the deadline for submitting a Termination Claim, Sub-Recipient shall submit a written request to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). Sub-Recipient's written request must be submitted to the Council within the original sixty (60) calendar day submission time

frame. It is within the Council's sole discretion whether to approve Sub-Recipient's request for additional time to submit Sub-Recipient's Termination Claim. If the Council determines that the facts justify an extension, it may receive and act upon Sub-Recipient's Termination Claim at any time after the original sixty (60) calendar day submission or any extended submission period that was authorized by the Council.

- b. **Payment.** The Council will pay the Termination Claim in accordance with one of the following:
 - i. If the Council concurs with the amounts claimed on Sub-Recipient's Termination Claim and the Council has received all of the items described in Paragraph 11, Part (c)(iv)(6), the Council shall proceed with payment. The Council's payment will be deemed the final settlement of all amounts due.
 - ii. If Sub-Recipient fails to submit its Termination Claim in the time allowed or fails to submit its Termination Claim with complete information, the Council may determine, based on the available information, the amount due to Sub-Recipient because of the termination and will pay to Sub-Recipient the amount determined by the Council. The Council's payment will be deemed the final settlement of all amounts due.

12. Conflicts of Interests & Gratuities.

- a. **Conflicts of Interests.**
 - i. **Interest of Sub-Recipient.** Sub-Recipient covenants that it presently has no interest and shall not acquire any interest (direct or indirect) which would conflict in any manner or degree with the work Sub-Recipient must perform under the Agreement. In the performance of the Agreement, Sub-Recipient will not employ any person having these types of interests. Sub-Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of a personal or organizational conflict of interest or personal gain.
 - ii. **Interest of Members of or Delegates to Congress.** Sub-Recipient shall not admit any members of or delegates to the Congress of the United States to any share or part of the Agreement or to any benefit arising from the Agreement.
- b. **Gratuities.** If the Council finds that Sub-Recipient or any agent or representative of Sub-Recipient offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the Council (including the St. Louis Area Regional Response System or "STARRS"), MoOHS, FEMA, or DHS and the gratuities were given with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performance of the Agreement, then the Council may immediately terminate the

Agreement and may pursue other rights and remedies provided by law or under the Agreement. The Council's finding must be reached after the Council provides notice to Sub-Recipient and conducts a hearing on the matter.

13. Certifications.

a. *Lobbying Certification.*

- i. Sub-Recipient certifies compliance with 31 U.S.C. § 1352, and implemented at 44 CFR Part 18 covering government-wide restrictions on lobbying, which provides that no federal appropriated funds have been paid or will be paid, by or on behalf of Sub-Recipient, to any person for influence or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. Sub-Recipient further certifies that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. This certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. Sub-Recipient's submission of this certification is a prerequisite for the Council making or entering into this transaction, as the requirement is imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file the required certification.
- iv. Sub-Recipient shall include the language of Paragraph 13, Parts (a)(i) – (iii) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.
- v. **Prohibition on Lobbying.** Sub-Recipient shall not use any federal funds, either directly or indirectly in support of the enactment, repeal, modification or adoption of any law, regulation, or policy, at any level of government, without the express prior written approval of the Council, MoOHS, FEMA, or DHS.

b. *Debarment, Suspension and Other Responsibility Matters Certification.*

- i. Sub-Recipient certifies that:
 1. it will comply with Executive Order 12549, Executive Order 12689, and 2 CFR Part 180 as supplemented by 2 CFR Part 3000,

2. to the best of its knowledge and belief, it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency,
 3. it shall not knowingly enter into any lower tier covered transaction with a person who is or an entity that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing, by the Council, and
 4. it shall review the "Excluded Parties Listing System" at www.sam.gov/portal/public/SAM/ and the Missouri "Suspended Vendors List" at <https://oa.mo.gov/sites/default/files/suspven.pdf> to ensure that it does not enter into any lower tier covered transaction with a person who or firm that is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
- ii. Sub-Recipient's certification is a material representation of fact upon which reliance was placed when the Council determined whether to enter into this transaction. If it is later determined that Sub-Recipient knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Council may terminate the Agreement for cause. Sub-Recipient shall provide immediate written notice to the Council if at any time Sub-Recipient learns that its certification was erroneous because of changed circumstances.
 - iii. Sub-Recipient shall include Paragraph 13, Parts (b)(i)(1) – (4) in all lower tier covered transactions and in all solicitations for lower tier covered transactions. Sub-Recipient may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless Sub-Recipient knows the certification is erroneous.
- c. ***Federal Debt Status Certification.*** In order to be eligible to receive payments under the Agreement, Sub-Recipient must be non-delinquent in its repayment of any federal debt, including but not limited to, delinquent payroll and other taxes, audit disallowances, and benefits overpayments. Sub-Recipient certifies that it is not currently delinquent in its repayment of any federal debt and shall notify the Council immediately if Sub-Recipient will be in breach of this Paragraph 13, Part (c). The Council may immediately terminate the Agreement in the event that Sub-Recipient breaches this Paragraph 13, Part (c).
 - d. ***Non-Supplanting Certification.*** Sub-Recipient certifies that the federal financial assistance anticipated under the Agreement will be used to supplement existing local funds or resources and will not be used to replace (supplant) local funds or resources that have been appropriated for the same purpose. Sub-Recipient shall provide, upon the Council's request, documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal financial assistance.

- e. *Duplication of Benefits Certification.* Sub-Recipient is required to comply with 2 CFR Part 200 § 200.405(c) which provides that any cost allocable to a particular federal award or cost objective under the principles provided for in the CFR may not be charged to other federal awards in order to overcome fund deficiencies. Sub-Recipient certifies that it will comply with these requirements and acknowledges that, in the event that Sub-Recipient fails to so comply, the Council may immediately terminate the Agreement.

14. Inspections and Access to Records & Records Retention.

- a. *Inspections and Access to Records.* Sub-Recipient shall allow the Council, MoOHS, FEMA, DHS, the Comptroller General of the United States, or any of these entities' duly authorized representatives, to review and inspect the work performed under the Agreement. Sub-Recipient shall also provide each entity access to Sub-Recipient's premises and all documents, papers, or other records of every description which are pertinent to the Agreement. Sub-Recipient will grant this access to each entity for purposes of the entity making audits, examination, excerpts, and transcriptions. This right of access also includes timely and reasonable access to Sub-Recipient's personnel for the purpose of interview and discussion related to the records. Each entity's inspection may occur at any time. The Council, if prior notice is warranted and possible, will notify Sub-Recipient in advance of the Council's intent to conduct an inspection. The right of access to conduct inspections, audits, examinations, etc. that is described in this Paragraph 14, Part (a) shall remain in place for as long as the records are retained by Sub-Recipient or for the term described in Paragraph 2, Part (b), whichever is the longer period, and does not expire at the end of the records retention period described in Paragraph 14, Part (b).
- b. *Records Retention.*
- i. Sub-Recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement. Sub-Recipient shall retain these records for at least five (5) years from the date provided by the Council in writing. Sub-Recipient's retention is required for purposes of state and federal examination and audit. Sub-Recipient may retain the records in an electronic, machine readable format.
 - ii. The retention requirement extends, but is not limited to, books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents include copies of the Agreement and Sub-Recipient's financial and narrative reports. Personnel and payroll records include the time and attendance reports for all individuals paid as part of the project, whether the individuals are employed full-time or part-time.
 - iii. If any litigation, claim, negotiation, audit, or other action involving the records has started before the expiration of the five (5) year retention period described in Paragraph 14, Part (b)(i), then Sub-Recipient shall retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

- iv. The records retention period may be extended if Sub-Recipient is notified in writing by the Council that the records retention period has been extended. The Council's written notice will specify the time frame for the extended records retention period.
- v. Sub-Recipient shall adequately protect records against fire or other damage.

15. Administrative & Statutory and Regulatory Requirements.

a. *Administrative Requirements.*

- i. **Council, MoOHS, and DHS Requirements.** Sub-Recipient shall at all times comply with all applicable MoOHS, FEMA, and DHS regulations, policies, procedures, and directives, including without limitation, the requirements provided in the Omni Circular, administrative requirements of MoOHS's "Administrative Guide for Homeland Security Grants" and Information Bulletins, as each may be amended or updated from time-to-time and that are available at: dps.mo.gov/dir/programs/ohs/grantstraining; and any other regulations, policies, procedures, and directives that govern the project whether listed directly or by reference in the Agreement. Sub-Recipient acknowledges and understands that the administrative requirements of MoOHS are **effective upon issuance**, and that Sub-Recipient shall comply with the then-current requirements. Sub-Recipient's failure to so comply will constitute a material breach of the Agreement.
- ii. **Incorporation of MoOHS Agreement.** All contractual provisions required by MoOHS, FEMA, or DHS are set forth in Appendix IV. Sub-Recipient shall comply with Articles II through XL of Appendix IV and shall include each of these provisions in any subcontract that Sub-Recipient enters into under the Agreement. Except when the Agreement provides more restrictive terms, all of the MoOHS, FEMA, or DHS mandated terms will be deemed to control in the event of a conflict with other provisions contained in the Agreement. Sub-Recipient shall not perform any act, fail to perform any act, or refuse to comply with any Council requests that would cause the Council to be in violation of Appendix IV.
- iii. **Sub-Recipient Risk Assessment and Monitoring.**
 - 1. **Sub-Recipient Risk Assessment.** Pursuant to the Omni Circular § 200.231(b) the Council conducted a risk assessment of Sub-Recipient and assigned Sub-Recipient a risk rating with respect to Sub-Recipient's ability to comply with the requirements expressed in the Agreement and that govern the grant program. Based on the Council's assessment, Sub-Recipient was assigned a moderate risk rating; therefore, Sub-Recipient must comply with the special terms and conditions described in Exhibit A.
 - a. ***Risk Rating Modification.*** The Council may modify Sub-Recipient's risk rating based on the results of the monitoring. If the Council modifies Sub-Recipient's to a level that requires additional monitoring or special terms and conditions, the

Council will notify Sub-Recipient in writing via a method described in Paragraph 16, Part (c)(i). If special terms and conditions need to be added to the Agreement, the changes must be implemented through a written amendment to the Agreement signed by both Parties.

2. **Monitoring.** Throughout the term of the Agreement described in Paragraph 2, Part (a), the Council will conduct regular monitoring of Sub-Recipient, which may include site visits. Sub-Recipient must cooperate in the Council's efforts to conduct the monitoring. Sub-Recipient's cooperation includes, but is not limited to:
 - a. providing the Council timely access to Sub-Recipient's facilities and records that pertain to the Agreement;
 - b. providing, in a timely manner, copies of documents, reports, and other materials that pertain to the Agreement;
 - c. making its staff available to meet with the Council during the monitoring; and
 - d. timely responding to the Council's requests for information.

iv. **Environmental and Historic Preservation ("EHP") Reviews.**

1. **EHP Approval Required.** The project anticipated by the Agreement does not include work that is subject to EHP review and approval. Sub-Recipient may not begin any work that may require an EHP review and approval until it has been notified in writing by the Council that the EHP approval has been obtained or that an EHP approval is not required and the Agreement has been amended to include the required work. Sub-Recipient shall comply with all conditions placed on the project as a result of the EHP review or any subsequent EHP modification review.
2. **Modifications.** Once Sub-Recipient has notified the Council of the location for the work ("Project Site(s)") and MoOHS / FEMA has either provided its EHP approval for the Project Site(s) or has indicated that an EHP approval is not required for the Project Site(s), any change to the approved project scope of work, as described in Paragraph 3, Part (b), or the Project Site(s) will require re-evaluation for compliance with the EHP requirements.
 - a. Sub-Recipient must not undertake any changes to the approved scope of work or the Project Site(s) without the prior written approval of one of the Council's authorized officials as designated in Paragraph 10, Part (a). Sub-Recipient shall notify the Council in writing, no less than seven (7) calendar days after Sub-Recipient becomes aware that a change to the approved scope of work or the Project Site(s) is required or needed. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).

- b. In the event that changes to the scope of work or the Project Site(s) are required, Sub-Recipient must cease all work for the project until Sub-Recipient is notified in writing by the Council that an EHP modification has been provided by MoOHS / FEMA and that Sub-Recipient is authorized to continue the project work.
- 3. **Ground Disturbance.** Ground disturbance activities are not anticipated for the project and are not authorized. If ground disturbance activities occur during project implementation, Sub-Recipient must immediately cease project work in that area and notify the Council in writing. Sub-Recipient may not continue the project work unless and until it has received written authorization from the Council. Sub-Recipient must submit its notification to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1).
- 4. **Ineligible Costs.** *Any installation activities or ground disturbance activities that have been initiated before the full EHP review and approval or any installation activities or ground disturbance activities that have been initiated before any required EHP modification is obtained could result in a non-compliance finding. Additionally, the costs associated with the unauthorized / non-approved activities may be deemed ineligible for reimbursement. If the costs are deemed ineligible by the Council, MoOHS, FEMA, or DHS, these costs shall become the sole responsibility of Sub-Recipient. If the Council has reimbursed Sub-Recipient for any costs associated with the unauthorized / non-approved activities, then Sub-Recipient must return to the Council all amounts paid by the Council, plus an amount due for any interest that is charged to the Council by the funding agency for these ineligible costs.*
- 5. **Cooperation Required.** Sub-Recipient must cooperate fully with the Council, MoOHS, FEMA, DHS, or any combination of these entities during the EHP review or any EHP modification review process, including, but not limited to: providing all requested documentation and information, granting access to the Project Site(s), and fulfilling information requests in a timely manner.
- v. **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.216, as amended, and FEMA Policy #405-143-1 that prohibits contracting for covered telecommunications equipment or services. The terms expressed in Appendix A of FEMA Policy #405-143-1 are incorporated by reference into and made a part of the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(v) in the contract documents for all subcontracts at all tiers (including

subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts). The full text of FEMA Policy #405-143-1 and Appendix A are available at: www.fema.gov/sites/default/files/documents/fema_prohibitions-expending-fema-award-funds-covered-telecommunications-equipment-services.pdf.

- vi. **Domestic Preferences for Procurements.** Sub-Recipient, and any of its subcontractors, subconsultants, consultants, vendors, etc., will comply with the Omni Circular, § 200.322, as amended, which requires that, to the extent appropriate and consistent with law and to the greatest extent practicable, Sub-Recipient and any of its sub-recipients, consultants, vendors, or subcontractors, will purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufacture products) when procuring goods under the Agreement. Sub-Recipient shall include the language of Paragraph 15, Part (a)(vi) in the contract documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts).

b. ***Statutory and Regulatory Requirements.***

i. **Civil Rights.**

1. **Nondiscrimination Statutes, Orders, and Regulations.** As required by federal law, Sub-Recipient certifies that it will comply with all applicable federal and state statutes, executive orders, and regulations, relating to nondiscrimination and equal opportunity, including, but not limited to those described in Articles VIII, XV, XVII, XVIII, XXV, XXVIII, XXXV, and XXXVIII of Appendix IV.
2. **Equal Employment Opportunity.** Sub-Recipient shall comply with the requirements of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented by U.S. Department of Labor ("DOL") regulations (41 CFR Chapter 60).
3. **Small Businesses, Minority Owned Firms, and Women's Business Enterprises.**
 - a. It is the policy of DHS that minority business enterprises ("MBE") and women business enterprises ("WBE") have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.
 - b. Sub-Recipient shall ensure that MBE and WBE have the maximum opportunity to participate in the performance of the Agreement. In this regard, Sub-Recipient shall take all necessary and reasonable steps, in accordance with the Omni Circular, specifically 2 CFR Part 200 § 200.321, to ensure that

MBE and WBE have the maximum opportunity to compete for and perform portions of the Agreement. In accordance with FEMA regulations, these steps include:

- i. Placing qualified small minority businesses and WBE on solicitation lists for subcontracts or joint ventures.
- ii. Assuring that small and minority businesses and WBE are solicited whenever they are potential sources of work or supplies.
- iii. Dividing total project requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and WBE.
- iv. Establishing delivery schedules, when the requirements permit, which encourage participation by small and minority businesses and WBE.
- v. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

4. **Nondiscrimination Assurances.**

- a. Sub-Recipient shall not discriminate on the basis of race, color, national origin, religion, sex, disability, or age of an individual in the performance of the Agreement. Sub-Recipient shall carry out the applicable requirements of 6 CFR Part 21 in the award and administration of DHS assisted contracts.
 - b. Sub-Recipient assures that, as a condition of receiving payments under the Agreement, it will not discriminate on grounds of race, color, national origin, religion, sex, disability, or age of an individual in the performance of any services under the Agreement, including the selection and retention of subcontractors and the procurement of materials and leases of equipment.
5. The terms of Paragraph 15, Part (b)(i) will apply to all of Sub-Recipient's solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract including procurement of materials or equipment, and Sub-Recipient shall notify each potential subcontractor, supplier, or lessor of Sub-Recipient's obligations under the Agreement.
6. Sub-Recipient shall include the provisions of Paragraph 15, Parts (b)(i)(1) – (4) in every subcontract, including procurement of materials or leases of equipment.

7. Sub-Recipient's failure to carry out the requirements set forth in Paragraph 15, Part (b)(i) will constitute a breach of contract and the Council may enforce certain remedies against Sub-Recipient including, but not limited to, those remedies expressed in Paragraph 11, Part (b).
- ii. **Freedom of Information and Missouri Sunshine Act.** Sub-Recipient understands and acknowledges that the Missouri Sunshine Act ("Sunshine Act"), Section 610-010 *et seq.* RSMo, may apply to the information and documents, both paper and electronic, submitted to the Council regarding the work performed under the Agreement. All materials submitted to the Council that are related to the project work will become agency records and are or may be subject to the Sunshine Act and to public release through individual Sunshine Act requests, unless the Council determines that a valid exemption under the Sunshine Act applies. The Council has adopted a presumption of disclosure; therefore, the Council does not consent to honor any "routine" confidentiality statements that may appear on any printed or electronic documents or correspondence (e.g. letters, e-mails) that accompany the submission of project information, absent a requirement under federal or state law or regulation that the information must be kept confidential. Sub-Recipient shall clearly and specifically mark genuinely confidential or privileged information and shall justify the information as confidential or privileged. The Council will review the documents and information that are the subject of each Sunshine Act request, as permitted by federal or state law or regulation, and determine the extent to which the Council must or should exercise its discretion and withhold those documents. Further, Sub-Recipient understands and acknowledges that the applicability of the Sunshine Act or the Council's exercise of discretion to withhold a document does not affect MoOHS's, FEMA's, or DHS's right to make a separate determination about the disclosure of a document related to the project under the Sunshine Act or the Federal Freedom of Information Act ("FOIA"), 5 U.S.C. § 552; however, if MoOHS, FEMA, or DHS makes the determination that a document may be disclosed under the Sunshine Act or FOIA, the Council will presume that the document is subject to disclosure under the Sunshine Act unless Sub-Recipient demonstrates otherwise.
- iii. **Audit Required.** If, during its fiscal year, Sub-Recipient expends seven hundred and fifty thousand dollars (\$750,000.00) or more of federal financial assistance from all sources, including federal funds received under the Agreement, Sub-Recipient is required to have an independent annual single or program-specific audit conducted in accordance with the Omni Circular, specifically 2 CFR Part 200, Subpart F – *Audit Requirements* ("Subpart F"). Sub-Recipient shall submit a copy of its audit report to the Council via mail or e-mail or provide the Council with an internet link to the audit report via e-mail within thirty (30) calendar days after Sub-Recipient receives a copy of its auditor's report. Subject to the requirements of the Omni Circular Subpart F, if Sub-Recipient expends less than seven hundred and fifty thousand dollars (\$750,000.00) of federal financial assistance in its fiscal year, then Sub-Recipient may be exempt from the auditing requirements for that year; however, records must be available for review or audit by applicable state and federal authorities. If Sub-

Recipient is exempt from the auditing requirements, then Sub-Recipient shall submit to the Council a letter certifying that Sub-Recipient is exempt from the auditing requirements. If this letter is required, then Sub-Recipient shall submit its letter to the Council no less often than annually during the performance period. Sub-Recipient's audit report or letter must be submitted to the Council's point of contact designated in Paragraph 16, Part (a)(i)(1). The Council reserves the right to independently audit or review the expenditures made under the Agreement.

- iv. **Copyrights.** Under 2 CFR Part 200 § 200.315(b), DHS / FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to reproduce, publish, or use, for federal government purposes, the copyright in any work developed under the Agreement and any rights of copyright to which Sub-Recipient purchases ownership with the funds, whether in whole or in part, under the Agreement. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(iv).
- v. **Patents.** In the event that the work Sub-Recipient completes under the Agreement results in a discovery or an invention or a discovery or invention arises or is developed during the course of the Agreement, then Sub-Recipient shall comply with all relevant federal laws, regulations, executive orders, or memorandums that pertain to the federal government's rights with regard to inventions or discoveries that arise from, are developed during the course of, or are created under an agreement supported in whole or in part with federal funds. Specifically, Sub-Recipient will adhere to the Bayh-Dole Act, 35 U.S.C. §§ 200 *et seq.*, as amended, and implementing regulations at 2 CFR Part 200 § 200.315(c) and 37 CFR Part 401. Sub-Recipient shall promptly report inventions or discoveries to the Council, but in no event shall Sub-Recipient make this report later than seven (7) calendar days after a report is required; this report must be made in accordance with Paragraph 16, Part (c)(i). Sub-Recipient shall cooperate fully with the Council, MoOHS, FEMA, or DHS as it pertains to the federal government determining its rights to any patentable materials or items. As stated in 37 CFR Part 401.14, at a minimum, DHS / FEMA reserves a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same license that is granted to DHS / FEMA under this Paragraph 15, Part (b)(v).
- vi. **Other Data.** DHS / FEMA has the right to obtain, reproduce, publish, or otherwise use the data produced under the Agreement and to authorize others to receive, reproduce, publish, or otherwise this data for federal government purposes. Unless broader rights are granted elsewhere in the Agreement, the Council, at a minimum, reserves the same right that is granted to DHS / FEMA under this Paragraph 15, Part (b)(vi). As described in 2 CFR Part 200 § 200.315 (e), Sub-Recipient is required to provide to the Council, DHS, FEMA, or any of these entities' duly authorized representatives a copy of research data produced under the Agreement.

vii. **Clean Air Act and Federal Water Pollution Control Act.**

1. Sub-Recipient shall comply with all applicable standards, orders, and regulations issued under the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.* Sub-Recipient shall report each recognized violation to the Council and understands and the Council will, in turn, report each recognized violation as required to assure notification to DHS or FEMA and the appropriate Environmental Protection Agency Regional Office.
2. Sub-Recipient shall include these requirements in each subcontract made under the Agreement that exceeds \$150,000.

viii. **Labor Statutes and Regulations.** As applicable, Sub-Recipient shall comply and ensure compliance on behalf of its employees, with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by U.S. DOL regulations (29 CFR Part 5), the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) as supplemented by DOL regulations (29 CFR Part 3), and Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as supplemented by DOL regulations (29 CFR Part 5).

16. Contact Information, Mailing Addresses & Notices.

a. *Contact Information.*

i. **The Council's Point of Contact.** The Council's points of contact are as follows:

1. The point of contact for reports (e.g. inventory reports, mileage logs, progress reports) and questions regarding the provisions of the Agreement, budgeting, invoices, and approvals / authorizations is Leah Watkins, East-West Gateway Council of Governments, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; leah.watkins@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).
2. The point of contact regarding the scope of work is Brian Marler, STARRS, 1 S. Memorial Drive, Suite 1600, St. Louis, MO 63102; brian.marler@ewgateway.org; 314-421-4220 (phone) or 314-231-6120 (fax).

ii. **Sub-Recipient's Point of Contact.** Sub-Recipient's points of contact are as follows:

1. The point of contact for the work to be performed is Lt. Mark Bruegenhemke, City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017; mbruegenhemke@chesterfield.mo.us; 636-537-3000.
2. The point of contact for the billing / invoicing is Cathy Pagella, City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017; cpagella@chesterfield.mo.us; 636-537-4000.

- iii. **Changes to Points of Contact or Addresses.** The Parties shall inform each other of any changes in points of contact and contact information, including the organization's name, address, telephone number, and e-mail. This notice may be given by one or both of a fax or an e-mail to the point of contact identified in Paragraph 16, Part (a)(i)(1) or (ii)(1), respectively, or one of the methods noted in Paragraph 16, Part (c)(ii).
- b. **Mailing Addresses.** The mailing addresses of the Council and Sub-Recipient are as follows:
 - i. **The Council:**

Executive Director
East-West Gateway Council of Governments
1 S. Memorial Drive, Suite 1600
St. Louis, MO 63102
 - ii. **Sub-Recipient:**

Police Chief
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017
- c. **Notices.**
 - i. **Faxed / E-mailed Notices Allowed.** Except as described in Paragraph 16, Part (c)(ii), any written notices, requests, or authorizations (together referred to as "Notices") that are described in the Agreement may be submitted and received via fax or e-mail. Notices described in this Paragraph 16, Part (c)(i) will be effective upon first receipt, unless otherwise specified in the Agreement. For Notices described in this Paragraph 16, Part (c)(i), "receipt" means when the Notice is received by the designated point of contact of either Sub-Recipient or the Council as evidenced by the date and time stamp electronically assigned to the fax or e-mail.
 - ii. **Mailed / Delivered Notices Required.**
 - 1. Notices required by Paragraph 11, except for a Termination Claim described in Paragraph 11, Part (c)(iv)(7) and a request described in Paragraph 11, Part (c)(iv)(7)(a), will be deemed given only if given in writing, and delivered to the party's address noted in Paragraph 16, Part (b) by:
 - a. hand delivery,
 - b. Federal Express ("FedEx"), United Parcel Service ("UPS"), or similar service, or
 - c. U.S. Postal Service registered or certified mail, postage prepaid and return receipt requested.

2. Notices described in Paragraph 16, Part (c)(ii)(1) will be effective upon first receipt, unless otherwise specified in the Agreement. For notices described in Paragraph 16, Part (c)(ii)(1), "receipt" means when the notice arrives at the address noted in Paragraph 16, Part (b), as indicated by the first of either one of: the signature of a person employed by or designated by the Council or Sub-Recipient, or the delivery date noted on mail/delivery service tracking receipt/slip/other tracking document including internet based or electronic documents (i.e. e-mail or information downloaded from a website).

17. General Terms.

- a. *Flow Down Provisions.* Sub-Recipient shall include certain provisions of the Agreement, including the Appendices, in all subcontracts that Sub-Recipient enters into under the Agreement. Sub-Recipient will coordinate with the Council to ensure that all of the required flow-down provisions are properly included in any subcontract Sub-Recipient issues under the Agreement.
- b. *Information Obtained Through Internet Links.* The Council does not guarantee the accuracy of the information accessed through the internet links provided in the Agreement. Sub-Recipient understands that any information it obtains through an internet link contained in the Agreement may not represent an official version of the federal law, state law, regulation, or directive and may be inaccurate; therefore, any information obtained through an internet link is neither incorporated by reference nor made a part of the Agreement unless the information represents the official version of the law, regulation, or directive.
- c. *Federal Changes.* The Council and Sub-Recipient understand that federal laws, regulations, and directives applicable on the date on that DHS awards federal assistance for the Agreement may be modified from time-to-time. In particular, new federal laws, regulations, and directives may become effective after the effective date of the Agreement. The most recent of the federal laws, regulations, and directives will apply to the administration of the Agreement at any particular time, except to the extent that DHS determines otherwise in writing.
- d. *No Obligation by the Federal Government.*
 - i. The Council and Sub-Recipient acknowledge that, despite any concurrence by the federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the federal government, the federal government is not a party to the Agreement and will not be subject to any obligations or liabilities to the Council, Sub-Recipient, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying agreement.
 - ii. Sub-Recipient shall include Paragraph 17, Part (d)(i) in each subcontract financed in whole or in part with federal funds provided by DHS. Sub-Recipient shall not modify Paragraph 17, Part (d)(i), except to identify the subcontractor that will be subject to its provisions.

- e. **Assignability.** Sub-Recipient shall not assign, transfer, or delegate any interest in the Agreement without the prior written consent of the Council.
- f. **Governing Law.** The Agreement will be interpreted under and governed by the laws of the State of Missouri.
- g. **Jurisdiction and Venue.** Any action at law, suit in equity, or other judicial proceeding to enforce or construe the Agreement, or regarding its alleged breach, will be instituted only in the Circuit Court of St. Louis City, Missouri.
- h. **Waiver.** No waiver by either party of any default will be deemed as a waiver of any prior or subsequent default of the same or other provisions of the Agreement, or of the Parties' right to insist on strict compliance with the Agreement after a waiver is given.
- i. **Agreement Binding on Successors.** Unless otherwise prohibited by the Agreement, the Agreement will be binding upon and will inure to the benefit of the Parties of the Agreement, their heirs, administrators, and successors.
- j. **Integration.** The Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It may not be modified or amended except in writing and when accomplished in accordance with Paragraph 10.
- k. **Survival of Terms.** All provisions of the Agreement which by their nature should survive termination or expiration of the Agreement will survive, including but not limited to: provisions regarding liability and insurance coverage, indemnification, copyrights, patents, other data, audits, inspections, access to records, retention of records, and sub-recipient monitoring.
- l. **Severability.** In the event that any of the terms or provisions of the Agreement are declared void or unenforceable for any reason, the remaining terms and provisions of the Agreement will remain in full force and effect and will not be affected by the declaration.

Exhibit A – Sub-Recipient Special Terms & Conditions

Sub-Recipient was assigned a moderate risk rating; therefore, Sub-Recipient must comply with the following special terms and conditions:

1. Sub-Recipient must submit its first invoice and back-up documentation to the Council in draft form. The documents must be submitted via email to the Council's point of contact designated in Paragraph 16, Part (a)(i). The Council will review the draft invoice and discuss the invoice with Sub-Recipient prior to Sub-Recipient submitting its invoice for payment.
2. As part of its draft invoice submission, Sub-Recipient must provide the Council with documentation to substantiate the Sub-Recipient's fringe benefits rate for review and discussion. The acceptable forms of fringe benefits rate documentation is described in Paragraph 3, Parts (a)(iv)(c)(ii) and (iii).

Appendix II: Federal Award Information

This Appendix II: Federal Award Information provides the information about the Federal sources of funding for the East-West Gateway Council of Governments and City of Chesterfield, Missouri Financial Assistance Sub-Award Agreement.

[illegible]

Appendix III: Reserved - Not Applicable to the Financial Assistance Sub-Award Agreement



Missouri Department of Public Safety
Office of Homeland Security
Division of Grants
P.O. Box 749, Jefferson City, MO 65101
Telephone: 573-526-6125 Fax: 573-526-9012

SUBAWARD AGREEMENT

SUBRECIPIENT NAME East-West Gateway Council of Governments		DATE 09/30/2020	
ADDRESS 1 South Memorial Drive, Ste. 1600		FEDERAL IDENTIFICATION NUMBER EMW-2020-SS-00051	OHS CONTROL NUMBER U1
CITY St. Louis	STATE MO	ZIP CODE 63102	
TOTAL AMOUNT OF THE FEDERAL AWARD \$3,309,319.20		AMOUNT OF FEDERAL FUNDS OBLIGATED BY THIS ACTION \$3,309,319.20	
TOTAL AMOUNT OF FEDERAL FUNDS OBLIGATED TO THE SUBRECIPIENT \$3,309,319.20		TOTAL APPROVED COST SHARING OR MATCHING \$0	
PROJECT PERIOD FROM 09/01/2020	PROJECT PERIOD TO 08/31/2023	FEDERAL AWARD DATE 09/01/2020	
PROJECT TITLE St. Louis UASI FY 2020		FUNDED BY FY 2020 Homeland Security Grant Program	
FEDERAL AWARDOING AGENCY Department of Homeland Security	PASS THROUGH ENTITY MO Department of Public Safety/Office of Homeland Security	IS THIS AWARD R&D YES ☐ NO ☒	INDIRECT COST RATE YES ☒ NO ☐ AMOUNT \$285,410.81
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER 97.067		METHOD OF PAYMENT (Reimbursement - Advanced) Reimbursement	
CONTACT INFORMATION			
OHS GRANT SPECIALIST		SUBRECIPIENT PROJECT DIRECTOR	
NAME Chelsey Call		NAME Gregg Favre	
E-MAIL ADDRESS chelsey.call@dps.mo.gov		ADDRESS (If different from above) 1 South Memorial Drive, Ste. 1600	
TELEPHONE (573) 526-9203		CITY, STATE AND ZIP CODE St. Louis, MO 63102	
PROGRAM MANAGER Joni McCarter		TELEPHONE (314) 421-4220	E-MAIL ADDRESS gregg.favre@ewgateway.org
SUMMARY DESCRIPTION OF PROJECT The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal (the Goal) of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goals to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization or community, but rather, require the combined effort of the whole community. The UASI Program assists high-threat, high density Urban Areas in efforts to build and sustain the capabilities necessary to prevent, protect against, mitigate, respond to and recover from acts of terrorism.			
AWARDING AGENCY APPROVAL		SUBRECIPIENT AUTHORIZED OFFICIAL	
TYPED NAME AND TITLE OF DPS OFFICIAL Sandra K. Karsten, Director		TYPED NAME AND TITLE OF SUBRECIPIENT AUTHORIZED OFFICIAL James Wild, Executive Director	
SIGNATURE OF APPROVING DPS OFFICIAL <i>Sandra K. Karsten</i>	DATE 10-9-2020	SIGNATURE OF SUBRECIPIENT AUTHORIZED OFFICIAL <i>James Wild</i>	DATE 10-5-2020

FY2020

GRANT PROGRAM FY 2020 St. Louis Urban Area Security Initiative (UASI)	SUBRECIPIENT East-West Gateway Council of Governments
AWARD NUMBER EMW-2020-SS-00051-U1	DATE 09/30/20

SUBAWARD AGREEMENT

ARTICLES OF AGREEMENT

THIS SUBAWARD IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH ON THE ATTACHED SPECIAL CONDITION(S). BY SIGNING THIS SUBAWARD AGREEMENT THE SUBRECIPIENT IS AGREEING TO READ AND COMPLY WITH ALL SPECIAL CONDITIONS.

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Article I - Summary Description of Award

The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community.

Article II - Procurement of Recovered Materials

Subrecipients must comply with section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article III - Whistleblower Protection Act

Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article IV - Use of DHS Seal, Logo and Flags

Subrecipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article V - USA Patriot Act of 2001

Subrecipients must comply with requirements of Section 817 of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

Article VI - Universal Identifier and System of Award Management

Subrecipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article VII - Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the subrecipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions

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Article VIII – Rehabilitation act of 1973

Subrecipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article IX – Trafficking Victims Protection Act of 2000 (TVPA)

Subrecipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) (codified as amended by 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.

Article X – Terrorist Financing

Subrecipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the subrecipients to ensure compliance with the Order and laws.

Article XI – SAFECOM

Subrecipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XII – Reporting Subawards and Executive Compensation

Subrecipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F. R. Part 170, Appendix A, the full text of which is incorporated here by the reference in the award terms and conditions.

Article XIII – Debarment and Suspension

Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180, as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs and activities.

Article XIV - Copyright

Subrecipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U. S. Government sponsorship (including award number) to any work first produced under federal financial assistance awards.

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Article XV – Civil Rights Act of 1964 - Title VI

Subrecipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XVI – Best Practices for Collection and Use of Personally Identifiable Information (PII)

Subrecipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Subrecipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template as useful resources respectively.

Article XVII – Americans with Disabilities Act of 1990

Subrecipients must comply with the requirements of Titles I, II and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended 42 U.S.C. §§ 12101-12231), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article XVIII – Age Discrimination Act of 1975

Subrecipients must comply with the requirements of the *Age Discrimination Act of 1975*, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article XIX - Activities Conducted Abroad

Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article XX– Acknowledgement of Federal Funding from DHS

Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Article XXI – Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

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DHS/OHS financial assistance subrecipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2 Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

Article XXII - Patents and Intellectual Property Rights

Subrecipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 et seq., unless otherwise provided by law. Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

Article XXIII - Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All subrecipients must comply with any such requirements set forth in the program NOFO.

Article XXIV - Non-supplanting Requirement

Subrecipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXV - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS/OHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS/OHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS/OHS programs.

Article XXVI - National Environmental Policy Act

Subrecipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 43 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXVII - Lobbying Prohibitions

Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to the federal award or contract, including any extension, continuation, renewal, amendment, or modification.

AUTHORIZED OFFICIAL INITIALS

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IN WITNESS THEREOF, DISTRICT and CITY have signed their names on the day and year first above written.

ROCKWOOD VI- SCHOOL DISTRICT, a seven
director public school district in the State of Missouri
by and through its Board of Education

By: Matthew Doell
Name: Matthew Doell
Title: President, Board of Education

CITY OF CHESTERFIELD

By: Bob Norton
Name: BOB NORTON
Title: MAYOR

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Article XXVIII- Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Subrecipients must comply with the *Title V of the Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Article XXIX - Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974* (codified as amended at 15 U.S.C. § 2225).

Article XXX- Fly America Act of 1974

Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXXI – Federal Leadership on Reducing Text Messaging while Driving

Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

Article XXXII - Federal Debt Status

All subrecipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXXIII - False Claims Act and Program Fraud Civil Remedies

Subrecipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXXIV - Energy Policy and Conservation Act

Subrecipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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Article XXXV – Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX
Subrecipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XXXVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude subrecipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Article XXXVII - Drug-Free Workplace Regulations

Subrecipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the subrecipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 8101-8106).

Article XXXVIII - Civil Rights Act of 1968

Subrecipients must comply with Title VIII of the *Civil Rights Act of 1968*, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits subrecipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XXXIX – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313. See Article XLII, number 4.

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Article XL – DHS/OHS Specific Acknowledgements and Assurances

All subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities and staff.

1. Subrecipients must cooperate with any compliance reviews or compliance investigations conducted by DHS/OHS.
2. Subrecipients must give DHS/OHS access to, and the right to examine and copy, records, accounts and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Subrecipients must submit timely, complete and accurate reports to the appropriate DHS/OHS officials and maintain appropriate backup documentation to support the reports.
4. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS/OHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administrating Agencies, thirty (30) days from receipt of the *DHS Civil Rights Evaluation Tool* from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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Article XLI – Office of Homeland Security, Specific

By accepting this award, the subrecipient agrees:

1. To participate in the development and submission of their Threat and Hazard Identification and Risk Assessment (THIRA).
2. To utilize standard resource management concepts, such as typing inventorying, organizing and tracking resources that facilitate the identification, dispatch, deployment and recovery of their resources.
3. To coordinate with their stakeholders to examine how they integrate preparedness activities across disciplines, agencies, and levels of government.
4. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost, which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$1,000. Expenditures for equipment shall be in accordance with the approved budget. The subrecipient shall use and manage equipment in accordance with its procedures as long as the equipment is used for its intended purposes. When original or replacement equipment acquired under this award by the subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by OHS, you must request instructions from OHS to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313 and the OHS Administrative Guide.
5. Expenditures for supplies and operating expenses shall be in accordance with the approved budget and documentation in the form of paid bills and vouchers shall support each expenditure. Care shall be given to assure that all items purchased directly relate to the specific project objectives for which the contract was approved.
6. For Contractual Services the following general requirements will be followed when subcontracting for work or services contained in this grant award:
 - a. All consultant and contractual services shall be supported by written contracts stating the services to be performed, rate of compensation and length of time over which the services will be provided, which shall not exceed the length of the grant period.
 - b. As described in the OHS Administrative Guide for Homeland Security Grants, a copy of any contractual agreement made as a result of this award must be forwarded to OHS for review or be readily available for review prior to execution of the contract.
7. OHS reserves the right to terminate any contract entered into as a result of this grant award at its sole discretion and without penalty or recourse by giving a thirty (30) day written notice to the subrecipient of the effective date of termination. In the event of termination pursuant to this paragraph, all documents, data, and reports prepared by the subrecipient under the contract shall, at the option of the OHS, become property of the State of Missouri. The

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subrecipient shall be entitled to receive just and equitable compensation for that work completed prior to the effective date of termination.

8. It is understood and agreed upon that in the event funds from state and/or federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice.
9. To follow the grant program guidelines as stated in the OHS *Administrative Guide for Homeland Security Grants*, as well as the Information Bulletins released by OHS to provide important updates, clarifications and policy statements related to homeland security grant programs.
10. To follow requirements of the DHS Grant Programs Directorate Information Bulletins.
11. In the event OHS determines that changes are necessary to the award document after an award has been made, including changes to period of performance or Articles of Agreement, the subrecipient will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate subrecipient acceptance of the changes to the award.
12. Prior written approval from OHS is required prior to making any change to the OHS approved budget for this award.
13. To complete and submit the Biannual Strategy Implementation Report (BSIR), through the Grants Reporting Tool (GRT) within 30 days after FEMA officially opens and makes the BSIR available, or within 30 days of the end of the reporting period, whichever comes later. All required attributes of each project must be included. Updated obligations, expenditures, and significant developments must be provided with the BSIR to show the progress of implementation for every project, as well as, how expenditures support Planning, Organization, Equipment, Training and Exercises (POETE). The first BSIR will be due by December 31 of each calendar year in which the grant is awarded. Subsequent BSIR reports will require the subrecipient to report on a project-by-project basis. Subrecipient is also responsible for completing and submitting a closeout BSIR. When an award's period of performance or the liquidation period ends in the middle of a reporting period, a 'regular' BSIR must be submitted with full accounting of actual project information/expenditures before a Closeout BSIR can be created/submitted.
14. All items that meet the OHS definition of equipment that are purchased with Homeland Security Grant Funds must be tagged "Purchased with U.S. Department of Homeland Security Funds."
15. If the subrecipient is a pass-through entity, copies of signed subaward agreements are due to the OHS prior to the start of any project.

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16. Projects that involve changes to the natural or built environment require the completion and approval of an Environmental Historic Preservation Screening Form (EHP) prior to initiating any work on the project. Changes to the project after the approval of the EHP requires OHS review and approval. Changes to the project may require the submission and approval of an updated EHP Screening Form. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; Nation Flood Insurance Program regulation; and, any other applicable laws and Executive Orders.
17. The purchase of any generator requires prior approval from the OHS, documentation must clearly depict the full scope of the project and prove the equipment is a deployable resource.
18. Purchases from a single feasible source must have prior approval from the OHS.
19. Subrecipient is required to complete the 2020 Nationwide Cybersecurity Review (NCSR), enabling agencies to benchmark and measure progress of improving their cybersecurity posture. The Chief Information Officer (CIO), Chief Information Security Officer (CISO), or equivalent for each recipient and subrecipient should complete the NCSR. If there is no CIO or CISO, the most senior cybersecurity professional should complete the assessment. The NCSR is available at no cost to the user and takes approximately 2-3 hours to complete. The 2020 NCSR will be open from August - December 2020. Each subrecipient must send verification to OHS that the NCSR has been completed no later than December 15, 2020.

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Article XLII - Special Conditions

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

As you are aware, the City of Chesterfield manages the St. Louis Branch APWA Salt Cooperative which supplies deicing salt for 51 cities and seven school districts in the St. Louis County area. In conjunction with that activity, Director of Public Works Jim Eckrich seeks competitive pricing for both the supply of salt, as well as separate pricing for the unloading\hauling of salt to each member agency. It should be understood that there are various deicing salt suppliers who regularly bid for this contract. Unlike most commodity contracts, this agreement is based on estimated quantities provided during the summer, to be delivered to each member city in the subsequent fall, winter and spring. Depending on the severity of the season, desired quantities vary. During a particularly severe winter, Cities may require additional tonnage, while during a mild winter, Cities may reduce or refuse delivery altogether. Purchase quantities are not guaranteed and vendor relations are critical to adjust the original bid quantities. To further complicate matters, deicing salt is typically transported to the St. Louis area via barge, each barge having a capacity of roughly 1,500 tons, and each barge may require up to twelve weeks from mine to port delivery. While there were previously two river facilities which provided this service, (Beehlman and Lange-Stegmann), Beehlman is currently the only local loading\unloading facility that will provide this service. Lange-Stegmann will only provide loading\unloading if you purchase the deicing chemicals from them as well, at a significantly higher price. Beehlman is effectively a sole source provider. From the local river port facility, the salt is unloaded directly into contracted trucks which then transport the materials to each agency. Accordingly, **I join with Director of Public Works Jim Eckrich in recommending extending the salt supply contract with Compass Materials, for one year, at a cost of \$46.39/\$41.39 for the fall and winter deliveries respectively. Also, awarding the unloading\loading and hauling contract to Beehlman at the negotiated unit price of \$10.93 per ton. A roll call vote is required.**

Memorandum

Department of Public Works



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

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

DATE: May 28, 2021

RE: St. Louis Metro APWA Salt Cooperative

As you know, the City of Chesterfield coordinates the purchase and delivery of deicing salt for all members of the St. Louis Metro APWA Salt Cooperative (Co-op). The Co-op is comprised of 51 cities and seven school districts which combine their purchasing power to obtain the best price possible for deicing salt.

On behalf of the Co-op, the City of Chesterfield publicly opened bids for the purchase of 30,000 tons of salt on May 27, 2020. Four companies submitted bids, as detailed in the attached bid tab, with Compass Minerals submitting the low bid of \$46.39 per ton for the fall delivery, and \$51.39 per ton for the winter delivery. Compass Minerals has provided excellent service and high quality salt to the Co-op for a number of years. Additionally, Compass was flexible with the Co-op in the winter of 2021 by allowing cities to adjust their orders. Compass has agreed to extend its winter 2021 price of \$51.39 to the Co-op in 2021/2022. You will note this is substantially below the next lowest bid from 2020 (\$61.97 per ton). Accordingly, **I recommend that the City of Chesterfield accept the bid extension of \$51.39 per ton from Compass Minerals, on behalf of the Co-op.**

In addition to the purchase of salt, the City of Chesterfield publicly bids the unloading and delivery of deicing salt, on behalf of the Co-op. The bids for unloading and delivery of salt were also opened on May 27, 2020. Two companies submitted bids, as detailed in the attached bid tab, with Beelman Logistics submitting the low bid of \$10.93 per ton to the City of Chesterfield. Please note that the second bid from Bruce Oakley was only applicable if the Co-op also purchased its salt through Bruce Oakley. The bid from Bruce Oakley was \$21.78 per ton, for unloading and delivery only, to the City of Chesterfield.

Beelman has historically provided excellent service to the Co-op. Unfortunately, Beelman would not agree to extend its 2020 prices to 2021. Due to rising costs associated with salt delivery, Beelman would not accept a rate increase less than

twelve percent. While this seems high, a twelve percent increase represents a cost of \$12.24 to the City of Chesterfield. This is less than the rate that the City of Chesterfield paid for salt delivery in 2019 (\$12.45 per ton). Additionally, because there is no other entity willing to provide this service for the Co-op, I do not believe that bidding salt unloading and delivery would result in a lower cost. Accordingly, **I recommend that the City of Chesterfield accept the bid extension negotiated with Beelman Logistics (\$12.24 per ton to the City of Chesterfield – price varies per member), on behalf of the Co-op.** Please note that the acceptance of such an extension is in accordance with the Exclusive Service provision of the City's Purchasing Policy (Chapter V, Section 1).

The salt will be provided to all Co-op members, including the City of Chesterfield, within two separate deliveries; a fall 2021 delivery and a winter 2022 delivery. The City of Chesterfield salt dome is nearly full, and we will not need to order any salt for the fall order. We do anticipate the need for additional salt throughout the winter, and will plan to place an order for 3,000 tons of salt for the winter 2022 delivery. This will result in a total cost to the City of Chesterfield of \$190,890, which is below the budgeted amount (\$201,000). If you have questions or need additional information, please let me know.

Action Recommended

This matter should be forwarded to City Council for its consideration of approval of the purchase of salt from Compass Minerals, and the unloading / delivery through Beelman Logistics LLC, on behalf of the St. Louis Metro APWA Salt Cooperative.

BID RESULTS ONLY

ST. LOUIS METRO APWA SALT COOPERATIVE DE-ICING SALT BID 10:00 A.M. Wednesday, May 27, 2020

	FALL DELIVERY 2020	JANUARY DELIVERY 2021
Bruce Oakley – St. Louis 1 Angelica Street St. Louis, MO 63147	\$60.44 per ton	\$61.97 per ton
Compass Minerals 9900 W 109 th Street, Suite 100 Overland Park, KS 66210	\$46.39 per ton	\$51.39 per ton
Cargill, Inc. 24950 Country Club Blvd., Suite 450 North Olmsted, OH 44070	\$63.25 per ton	\$63.25 per ton
Morton Salt Inc. 444 West Lake Street, Suite 3000 Chicago, IL 60606	\$63.25 per ton	\$68.25 per ton

NOTICE: Bids were read randomly – These are bid tabulations – NOT AWARDS

2020/2021 Bid Form

To: City of Chesterfield

The following bid for DEICING SALT is submitted in response to the Invitation to Bid – Deicing Salt, the bids of which are to be publicly opened on **Wednesday, May 27, 2020 at 10:00 am.**

- Bulk Salt (per ton) – **Fall delivery October 1, 2020 to December 20, 2020**

Barge loads of approximately 1500 tons each, treated with anti-caking agent and in accordance with ASTM D632, F.O.B. barge at St. Louis, MO.

Approximate amount of salt will be 15,000 tons (based upon five year average). Specific total will be provided at time of order.

\$ 46.39 per ton

- Bulk Salt (per ton) – **Winter delivery January 15, 2021 to March 15, 2021**

Barge loads of approximately 1500 tons each, treated with anti-caking agent and in accordance with ASTM D632, F.O.B. barge at St. Louis, MO.

Approximate amount of salt will be 15,000 tons (based upon five year average). Specific total will be provided at time of order.

\$ 51.39 per ton

Exceptions or Variations:

Date 5/20/20
Company Name Compass Minerals America Inc
Address 9900 W. 109th St., Suite 100
Overland Park, KS 66210
Telephone # 800-323-1641

Signature & Title Sean Lierz
Sr. Manager Highway Sales

Terms Net 30

Federal ID # 48-1047632

Lierz@compassminerals.com

BID RESULTS ONLY

ST. LOUIS METRO APWA SALT COOPERATIVE

DE-ICING SALT HAULING BID

10:00 A.M. WEDNESDAY, May 27, 2020

	<u>ADMINISTRATIVE FEE</u>	<u>CHESTERFIELD</u>
1. Beelman Logistics	\$3.29/Ton	\$10.93/Ton
2. Bruce Oakley – St. Louis	\$13.93/Ton**	\$21.78/Ton

**contingent upon salt award

NOTICE: Bids were read randomly – These are bid tabulations – NOT AWARDS

2020/2021 Bid Form

To: City of Chesterfield

Deicing Salt Hauling per Bid Documents and Specifications. The following bid for Deicing Salt Hauling is submitted in response to the invitation to bid dated May 5, 2020. Bid proposal for unloading salt from barges at a St. Louis Mississippi River port facility and loading into trucks including managing and administration cost : \$ 3.29 per ton.

It is understood that the cost for hauling will be different to each Co-op member. Please submit the cost of delivery per ton from your unloading facility to each of the following locations. This cost will be added to your bid for the administration and unloading bid, which shall be the same for every city.

Name & location of unloading facility:

Beelman River Terminal

210 Bremen Ave.

Venice, IL 62090

City of Delivery: (Note this is in addition to the cost provided above)

Arnold	\$ 6.15 /ton	Fenton	\$ 6.32 /ton
Ballwin	\$ 6.98 /ton	Ferguson	\$ 5.15 /ton
Bel-Nor	\$ 5.54 /ton	Frontenac*	\$ 11.05 /ton
Bel-Ridge*	\$ 9.90 /ton	Glendale	\$ 5.48 /ton
Berkeley*	\$ 10.20 /ton	Green Park	\$ 4.82 /ton
Black Jack*	\$ 9.90 /ton	Greendale	\$ 5.48 /ton
Breckenridge Hills*	\$ 9.45 /ton	Hazelwood	\$ 5.48 /ton
Brentwood	\$ 5.57 /ton	Ladue	\$ 5.54 /ton
Bridgeton	\$ 6.15 /ton	Manchester	\$ 6.98 /ton
Charlack*	\$ 10.45 /ton	Maplewood*	\$ 9.65 /ton
Chesterfield	\$ 7.64 /ton	Maryland Heights	\$ 6.15 /ton
Clayton	\$ 4.98 /ton	Normandy*	\$ 9.30 /ton
Cool Valley*	\$ 10.10 /ton	Northwoods*	\$ 8.75 /ton
Crestwood*	\$ 5.66 /ton	Olivette*	\$ 10.50 /ton
Creve Coeur	\$ 5.95 /ton	Overland*	\$ 10.80 /ton
Des Peres	\$ 5.98 /ton	Pagedale*	\$ 10.45 /ton
Ellisville	\$ 7.98 /ton	Pasadena Hills	\$ 5.22 /ton
Fairview Heights, IL	\$ 4.93 /ton	Pine Lawn	\$ 5.03 /ton

Richmond Heights	\$ 5.40 /ton
Rock Hill*	\$ 9.90 /ton
St. Ann	\$ 5.65 /ton
St. John*	\$ 10.20 /ton
St. Peters	\$ 8.14 /ton
Shrewsbury	\$ 5.15 /ton
Sunset Hills*	\$ 11.10 /ton
Town & Country	\$ 10.86 /ton
University City*	\$ 9.01 /ton
Vinita Park*	\$ 10.54 /ton
Webster Groves	\$ 5.32 /ton
Wildwood*	\$ 15.30 /ton
Winchester	\$ 7.64 /ton
Woodson Terrace*	\$ 11.65 /ton

Ferguson / Florissant	\$ 9.30 /ton
School District*	
Francis Howell	\$ 12.85 /ton
School District*	
Kirkwood	\$ 10.20 /ton
School District*	
Lindbergh	\$ 10.25 /ton
School District*	
Parkway	\$ 13.55 /ton
School District*	
Pattonville	\$ 11.25 /ton
School District*	
Rockwood	\$ 12.65 /ton
School District*	

NOTE: *Tandems only

Exceptions:

Beelman Logistics, LLC.

Company

One Racehorse Dr.

Address

East St. Louis, IL 62205

City/State/Zip Code

618-646-5315

Phone


Signature

May 27, 2020

Date

26-0599880

Federal Tax ID#

Net 15 days from invoice date

Terms

jeffh@beelman.com

Email Address

Sales Manager

Title

OTHER LEGISLATION

Bill No. 3345 – Arrowhead Estates - Boundary Adjustment Plat

An ordinance providing for the approval of a Boundary Adjustment Plat for Lots 6 & 12 of Arrowhead Estates (35 & 36 Arrowhead Estates Ct.) for a 6 acre tract of land zoned “NU” Non-Urban District located east of West Dr. and north of Olive Blvd. (17S330060, 17S330026) **(First & Second Readings) Department of Planning recommends approval**

UNFINISHED BUSINESS

There are no “Unfinished Business” action items scheduled on the agenda for this meeting.

NEW BUSINESS

Memorandum

Department of Planning

To: Michael O. Geisel, City Administrator

From: Justin Wyse, Director of Planning

Date: June 7, 2021



RE: Lots 6 & 12 of Arrowhead Estates, Boundary Adjustment Plat: A Boundary Adjustment Plat for Lots 6 & 12 of Arrowhead Estates (35 & 36 Arrowhead Estates Ct.) a 6-acre tract of land zoned “NU” Non-Urban District located east of West Drive and north of Olive Blvd. (17S330060, 17S330026).

Summary

Timothy Gamma has submitted a request for a Boundary Adjustment Plat for the residential properties known as 35 & 36 Arrowhead Estates Ct, which are Lots 6 and 12 in the subdivision Arrowhead Estates.

The purpose of the Boundary Adjustment is to bring the two residential properties into conformity with the “NU” Non-Urban District’s minimum lot requirements of 3 acres. The current properties are 3.02 and 2.98 acres in size.

Attachments: Boundary Adjustment Plat – Lots 6 & 12 Arrowhead Estates



Figure 1: Subject Site Aerial

BILL NO. 3345

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A BOUNDARY ADJUSTMENT PLAT FOR LOTS 6 & 12 OF ARROWHEAD ESTATES (35 & 36 ARROWHEAD ESTATES CT.) FOR A 6 ACRE TRACT OF LAND ZONED “NU” NON-URBAN DISTRICT LOCATED EAST OF WEST DR. AND NORTH OF OLIVE BLVD. (17S330060, 17S330026).

WHEREAS, and, Timothy Gamma has submitted for review and approval a Boundary Adjustment Plat for the above referenced properties located east of West Drive and north of Olive Boulevard, and;

WHEREAS, the purpose of said Boundary Adjustment Plat is to bring the existing lots into compliance with lot size requirements of the “NU” Non-Urban District; and,

WHEREAS, the Department of Planning has reviewed the Boundary Adjustment Plat in accordance with the Unified Development Code of the City of Chesterfield and has found it to be in compliance with all applicable ordinances and has forwarded said Boundary Adjustment Plat to the City Council; and,

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

Section 1. The Boundary Adjustment Plat which is attached hereto as “Exhibit 1” and made part hereof as if fully set out herein is hereby approved; the owner is directed to record the plat with the St. Louis County Recorder of Deeds Office.

Section 2. The Mayor and City Clerk are authorized and directed to evidence the approval of the said Boundary Adjustment Plat by affixing their signatures and the official seal of the City of Chesterfield as required on the said document.

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

Passed and approved this _____ day of _____, 2021.

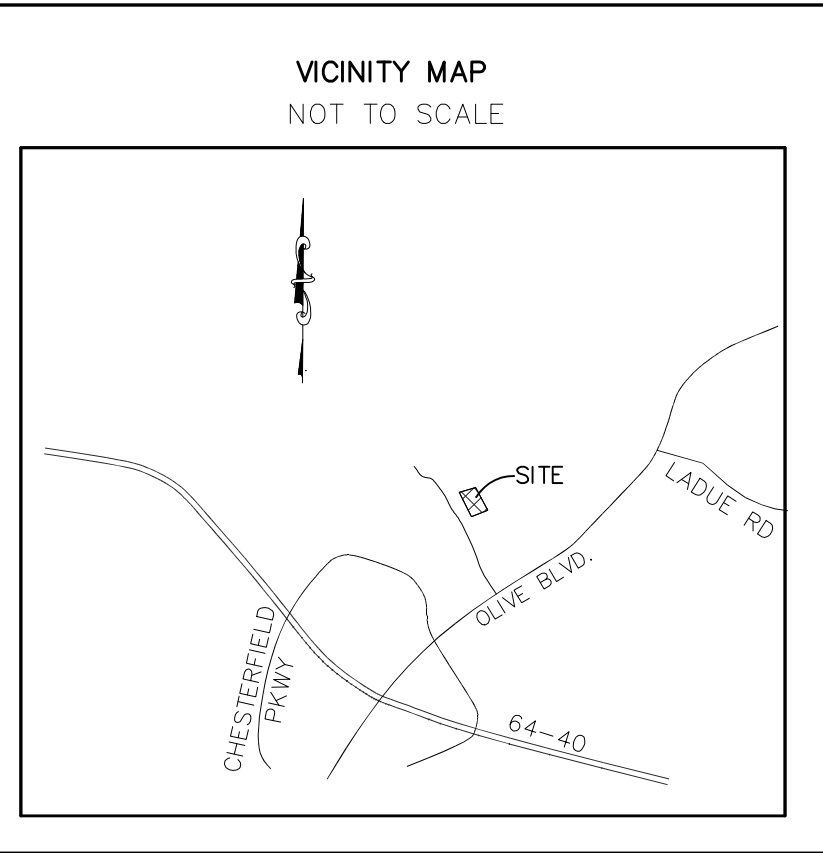
PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 06/07/2021



GENERAL NOTES

1. THE PROPERTY IS DESIGNATED BY ST. LOUIS COUNTY PARCEL #'s 17S330060 & 17S330026
2. (THIS PLAT CONTAINS 261,360 SQ. FT. OR 6.0 ± ACRES).
3. THIS BOUNDARY ADJUSTMENT PLAT DOES NOT VACATE EXISTING EASEMENTS.

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE, THE UNDERSIGNED, OWNERS OF A TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR STATEMENT HAVE CAUSED THE SAME TO BE DIVIDED, WHICH SHALL HEREAFTER BE KNOWN AS "ADJUSTED LOT 6 & 12 OF ARROWHEAD ESTATES"

TIMOTHY W. GAMMA DATE

DONNA M. GAMMA DATE

NOTARY

STATE OF _____ } S.S.
COUNTY _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED TIMOTHY W. GAMMA & DONNA M. GAMMA, TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

LEIN HOLDER

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY DEED IN BOOK _____ & BOOK _____ PAGE _____ OF THE ST. LOUIS COUNTY LAND RECORDS JOINS IN AND APPROVES THIS BOUNDARY ADJUSTMENT PLAT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HAND AND AFFIXED OUR CORPORATE SEAL THIS _____ DAY OF _____, 2021.

FIRST COMMUNITY CREDIT UNION

(PRINTED NAME) (SIGNATURE)

LEIN HOLDER NOTARY

STATE OF _____ } S.S.
COUNTY _____

ON THIS _____ DAY OF _____, 2021, BEFORE ME PERSONALLY APPEARED _____ TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE _____ OF FIRST COMMUNITY CREDIT UNION, A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND _____ FURTHER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

CITY APPROVAL SCRIPT

THIS IS TO CERTIFY THAT THE BOUNDARY ADJUSTMENT PLAT OF "BOUNDARY ADJUSTMENT PLAT OF LOTS 6 AND 12 OF ARROWHEAD ESTATES" WAS APPROVED BY THE CITY COUNCIL FOR THE CITY OF CHESTERFIELD BY ORDINANCE NO. _____ ON THE _____ DAY OF _____, 2021, AND HEREBY AUTHORIZES THE RECORDING OF THIS BOUNDARY ADJUSTMENT PLAT WITH THE OFFICE OF THE ST. LOUIS COUNTY RECORDER OF DEEDS.

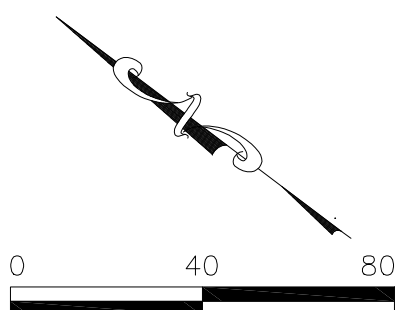
BOB NATION, MAYOR

VICKIE MCHOWN, CITY CLERK

BOUNDARY ADJUSTMENT PLAT
ADJUSTED LOT 6 & 12 OF ARROWHEAD ESTATES
A BOUNDARY ADJUSTMENT PLAT OF LOT 6 AND LOT 12 OF ARROWHEAD ESTATES, A SUBDIVISION RECORDED IN PLAT BOOK 101 PAGE 70

CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI

EXHIBIT 1



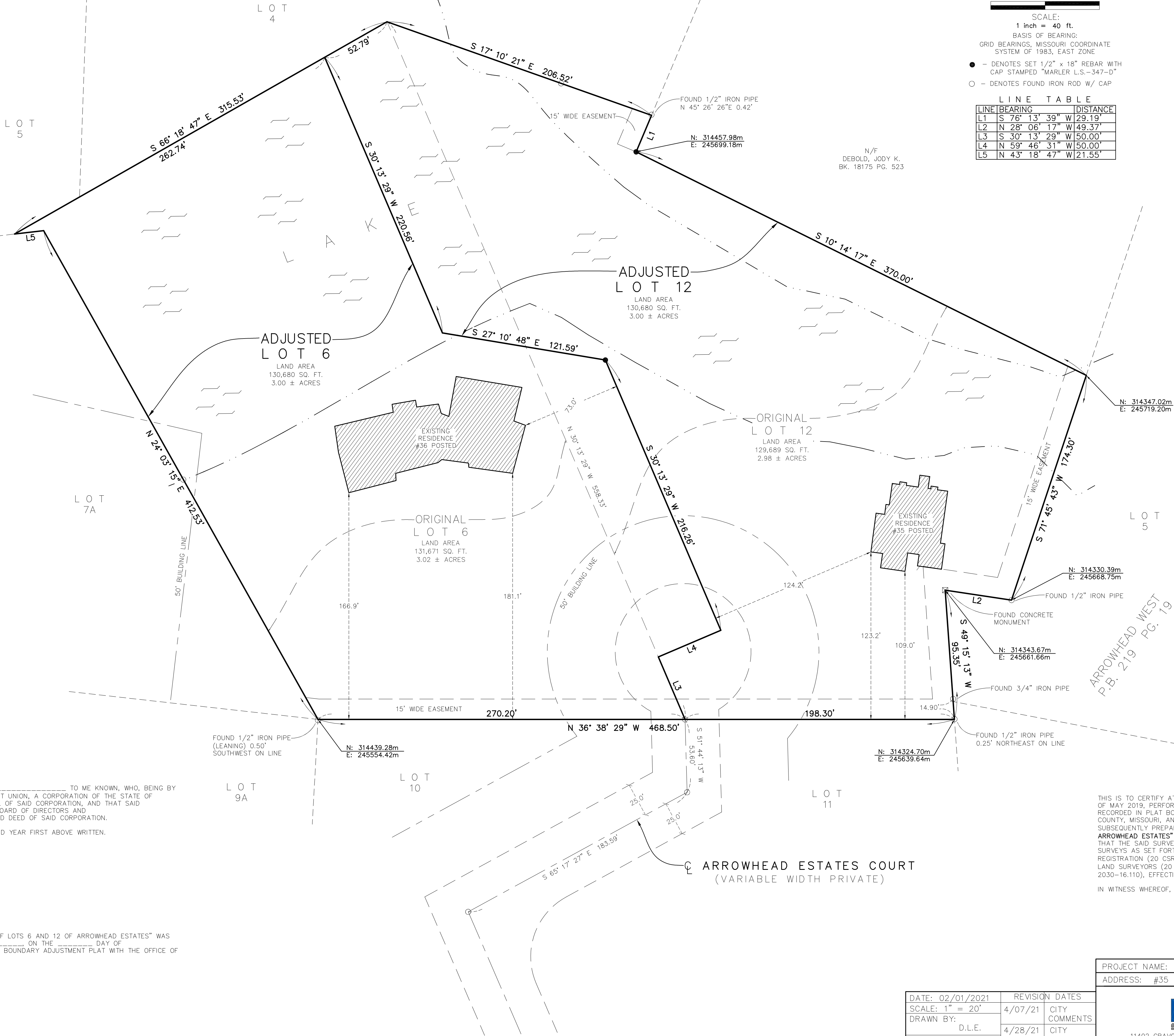
0 40 80

SCALE:
1 inch = 40 ft.

BASIS OF BEARING:
GRID BEARINGS, MISSOURI COORDINATE SYSTEM OF 1983, EAST ZONE

- - DENOTES SET 1/2" x 18" REBAR WITH CAP STAMPED "MARLER L.S.-347-D"
- - DENOTES FOUND IRON ROD W/ CAP

LINE	BEARING	DISTANCE
L1	S 76° 13' 39" W	29.19'
L2	N 28° 06' 17" W	49.37'
L3	S 30° 13' 29" W	50.00'
L4	N 59° 46' 31" W	50.00'
L5	N 43° 18' 47" W	21.55'



(THIS PLAT CONTAINS 261,360 SQ. FT. OR 6.0 ± ACRES)

LAND DESCRIPTION (ORIGINAL LOT 6)

LOT 6 OF ARROWHEAD ESTATES, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 101 PAGE 70 THE ST. LOUIS COUNTY RECORDS.

COMMONLY KNOWN AS: 36 ARROWHEAD ESTATES COURT

LAND DESCRIPTION (ORIGINAL LOT 12)

LOT 12 OF ARROWHEAD ESTATES, A SUBDIVISION IN ST. LOUIS COUNTY, MISSOURI, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 101 PAGE 70 THE ST. LOUIS COUNTY RECORDS.

COMMONLY KNOWN AS: 35 ARROWHEAD ESTATES COURT

ADJUSTED LOT 6

LOT 6 AND PART LOT 12 OF ARROWHEAD ESTATES AS RECORDED IN PLAT BOOK 101 PAGE 70 THE ST. LOUIS COUNTY RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERN MOST CORNER OF SAID LOT 6;

THENCE ALONG SAID LOT 6 THE FOLLOWING COURSES AND DISTANCES:

NORTH 24 DEGREES 03 MINUTES 15 SECONDS EAST A DISTANCE OF 412.53 FEET;

NORTH 43 DEGREES 18 MINUTES 47 SECONDS WEST A DISTANCE OF 21.55 FEET;

THENCE SOUTH 66 DEGREES 18 MINUTES 47 SECONDS EAST A DISTANCE OF 262.74 FEET;

THENCE SOUTH 30 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 220.56 FEET;

THENCE SOUTH 27 DEGREES 10 MINUTES 48 SECONDS EAST A DISTANCE OF 121.59 FEET;

THENCE SOUTH 30 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 216.26 FEET;

THENCE NORTH 59 DEGREES 48 MINUTES 31 SECONDS WEST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 30 DEGREES 13 MINUTES 29 SECONDS WEST A DISTANCE OF 50.00 FEET TO THE CORNER COMMON TO LOTS 6 AND 12 AND THE CENTERLINE OF ARROWHEAD ESTATES COURT;

THENCE DEPARTING SAID LOT 12 ALONG THE LINE COMMON TO SAID LOTS 6 AND 10 NORTH 36 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 270.20 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 130,680 SQUARE FEET OR 3.00 ACRES, MORE OR LESS.

ADJUSTED LOT 12

PART LOT 12 AND LOT 6 OF ARROWHEAD ESTATES AS RECORDED IN PLAT BOOK 101 PAGE 70 THE ST. LOUIS COUNTY RECORDS AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EASTERN MOST CORNER OF SAID LOT 12;

THENCE ALONG SAID LOT 12 THE FOLLOWING COURSES AND DISTANCES:

THENCE SOUTH 71 DEGREES 45 MINUTES 43 SECONDS WEST A DISTANCE OF 174.35 FEET;

THENCE NORTH 28 DEGREES 06 MINUTES 17 SECONDS WEST A DISTANCE OF 49.37 FEET;

THENCE SOUTH 49 DEGREES 15 MINUTES 13 SECONDS WEST A DISTANCE OF 95.35 FEET;

THENCE ALONG THE LINE COMMON TO SAID LOTS 12 AND 11 NORTH 36 DEGREES 38 MINUTES 29 SECONDS WEST A DISTANCE OF 198.30 FEET TO THE CORNER COMMON TO LOTS 12, 11, 10 AND 6 AND THE CENTERLINE OF ARROWHEAD ESTATES COURT;

THENCE DEPARTING SAID CENTERLINE ALONG THE COMMON LINE OF SAID LOT 12 AND 6 NORTH 30 DEGREES 13 MINUTES 29 SECONDS EAST A DISTANCE OF 50.00;

THENCE SOUTH 59 DEGREES 46 MINUTES 31 SECONDS EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 30 DEGREES 13 MINUTES 29 SECONDS EAST A DISTANCE OF 216.26 FEET;

THENCE NORTH 2 7 DEGREES 10 MINUTES 48 SECONDS WEST A DISTANCE OF 121.59 FEET;

THENCE NORTH 30 DEGREES 13 MINUTES 29 SECONDS EAST A DISTANCE OF 220.56 FEET;

THENCE SOUTH 66 DEGREES 18 MINUTES 49 SECONDS EAST A DISTANCE OF 52.79 FEET EAST A DISTANCE OF 52.79 FEET TO THE CORNER COMMON TO LOTS 12 AND 6;

THENCE DEPARTING FROM SAID LOT 6 SOUTH 17 DEGREES 10 MINUTES 21 SECONDS EAST A DISTANCE OF 206.52;

THENCE SOUTH 66 DEGREES 18 MINUTES 49 SECONDS EAST A DISTANCE OF 52.79 FEET WEST A DISTANCE OF 29.19 FEET;

THENCE SOUTH 10 DEGREES 14 MINUTES 17 SECONDS EAST A DISTANCE OF 370.00 FEET TO THE POINT OF BEGINNING AND HAVING AN AREA OF 130,680 SQUARE FEET OR 3.00 ACRES, MORE OR LESS.

SURVEYOR'S STATEMENT

THIS IS TO CERTIFY AT THE REQUEST OF TIMOTHY W. GAMMA AND DONNA M. GAMMA, WE HAVE DURING THE MONTH OF MAY 2019, PERFORMED A BOUNDARY RETRACEMENT SURVEY FOR LOTS 6 AND 12 OF ARROWHEAD ESTATES AS RECORDED IN PLAT BOOK 101 PAGES 70 AND 71 OF THE ST. LOUIS COUNTY LAND RECORDS OFFICE IN ST. LOUIS COUNTY, MISSOURI, AND THE RESULTS OF SAID SURVEY ARE REPRESENTED ON THIS DRAWING AND HAVE SUBSEQUENTLY PREPARED THIS BOUNDARY ADJUSTMENT PLAT TO BE KNOWN AS "ADJUSTED LOT 6 & 12 OF ARROWHEAD ESTATES" AND THE RESULTS ARE REPRESENTED ON THIS DRAWING. THAT THE SAID SURVEY WAS EXECUTED IN COMPLIANCE WITH THE CURRENT STANDARDS FOR PROPERTY BOUNDARY SURVEYS AS SET FORTH BY THE MISSOURI DEPARTMENT OF INSURANCE, FINANCIAL INSTITUTIONS AND PROFESSIONAL REGISTRATION (20 CSR 2030-16.040) AND THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS AND LAND SURVEYORS (20 CSR 2030-16.070), AND THE LOCATION OF IMPROVEMENTS AND EASEMENTS (20 CSR 2030-16.110), EFFECTIVE 12/30/94, AND LAST REVISED MAY OF 2017. (URBAN CLASS PROPERTY)

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THIS _____ DAY OF _____, 2021.

MARTY L. MARLER
MISSOURI P.L.S. 2501

PROJECT NAME: ADJ. LOT 6 & 12 ARROWHEAD SHEET 1 OF 1
ADDRESS: #35 & #36 ARROWHEAD ESTATES ST. LOUIS COUNTY, MISSOURI, 63017

MARLER
SURVEYING COMPANY, INC.

11402 GRAVOIS RD., STE. 200 ST. LOUIS, MO 63126 (314) 729-1001 PH. (314) 729-1044 FAX
402 EAST SPRINGFIELD ROAD, SULLIVAN, MO (573) 468-4684 PH. (573) 860-8606 FAX
email: marler@marlersurveying.net

DATE:	02/01/2021	REVISION:	DATES
SCALE:	1" = 20'	4/07/21	CITY COMMENTS
DRAWN BY:	D.L.E.	4/28/21	CITY COMMENTS
DEPUTY:	K.M.		
CHECKED BY:	M.L.M.		
DWG. No.:	1904-020A		