

Memorandum

To: Michael O. Geisel, City Administrator
From: Tom McCarthy, Director of Parks, Recreation and Arts
Date: January 3, 2017
Re: **Chesterfield Amphitheater Highway Signs**



4

Forward to PRA
for Action
mcc
1/11/2017

Mike, as directed by City Council in late 2015, we have finally been able to acquire the information that was needed by MoDOT to apply for the highway signs. The biggest factor was accumulating actual number of visitors to the Amphitheater in 2016 to meet or exceed 250,000. Lisa worked closely with MoDOT to get Amphitheater Highway signs contract. We would like to take the attached sign proposal to the Parks, Recreation and Arts Committee of Council for their review and approval, then move the proposal forward to Council with the intent to get the agreement signed for Missouri LOGOS, the MoDOT partner that fabricates and installs the signs.

The highway exit signs for the Amphitheater would be installed on Highway 64/40 (locations shown on map), in both directions and wayfinding signs on both exit ramps. These signs will serve as a billboard to over 100,000 vehicles per day in each direction across multiple demographics throughout the year, as well as serve as a directional wayfinding tool. With our increase in regional and ticketed events in 2017, we feel this will give the Amphitheater additional notoriety and exposure that would otherwise cost more in advertising. For example, the billboard visible to Highway 64/40 costs approximately \$3,000 to \$8,000 per month and is visible to the same highway drivers as the MoDOT signs. Also, due to the specific sign requirements in place by MoDOT, other facilities and concert venues may not qualify for signage, which ultimately puts us at an advantage in terms of competition. The total initial cost for the four signs to be fabricated and installed is \$10,440 (this is the construction cost of the sign only), and then each additional year (beginning in 2018) will be \$6,000 total for all four signs.

Four sign locations

1. Chesterfield Amphitheater Exit 19A on Hwy 64/40 going west
2. Chesterfield Amphitheater with a direction arrow further up the 19A exit ramp pointing south on the Parkway or left.
3. Chesterfield Amphitheater Exit 19A on Hwy 64/40 going east.
4. Chesterfield Amphitheater with a direction arrow pointing south on the parkway or left.

I would request that the initial \$10,440 be taken from the Parks Fund-Fund Reserves for the fabrication and installation in 2017, and in the future we would look to allocate funds in our budget for the sign service.



Missouri Logos

Sign Display Detail

Highway	I-64
Exit	19A
Crossroad	Chesterfield Pkwy W
County	St Louis
Date	12/15/2016

Sign #: 1	Type: Mainline	Direction: E	Sign #: 3	Type: Mainline	Direction: W
Size: 14'x7'	Sq/Ft: 98		Size: 14'x7'	Sq/Ft: 98	



Sign #: 2	Type: Ramp	Direction: E	Sign #: 4	Type: Ramp	Direction: W
Size: 6'x3'	Sq/Ft: 18		Size: 6'x3'	Sq/Ft: 18	



Sign #:	Type:	Direction:	Sign #:	Type:	Direction:
Size:	Sq/Ft:		Size:	Sq/Ft:	

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Approved by: _____ Date: _____

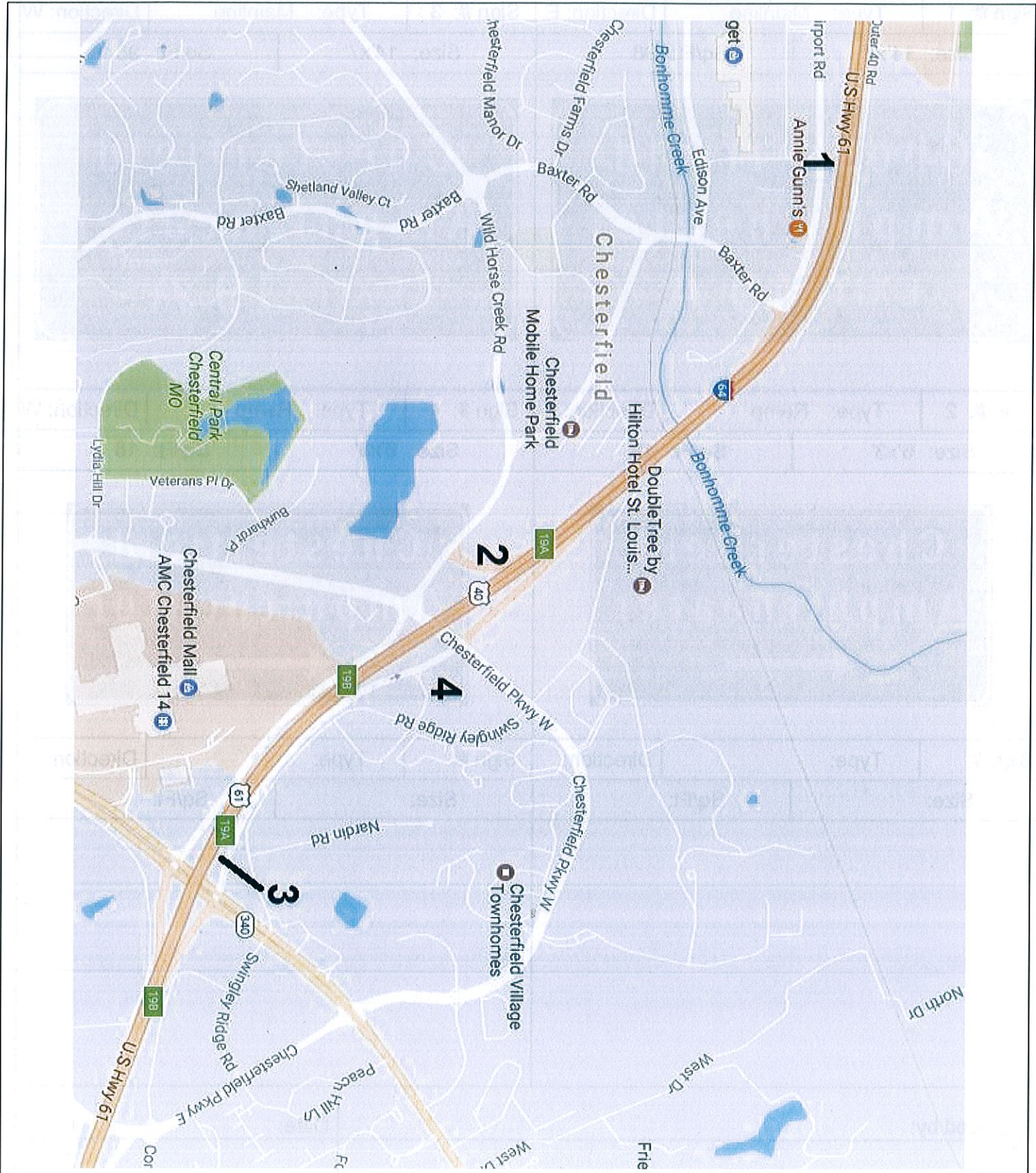
Print Name: _____



Missouri Logos

Sign Location Detail

Highway	I-64
Exit	19A
Crossroad	Chesterfield Pkwy W
County	St Louis
Date	12/15/2016



Map depicts approximate sign location only



CONSTRUCTION FEE INVOICE

Invoice Date: 12/15/2016

Invoice Number: 29

SOLD TO:

City of Chesterfield
 Attn: Lisa Bobrzynski
 690 Chesterfield Parkway West
 Chesterfield, MO 63017

Participant: **Chesterfield Amphitheater**

Location: **I 064 Exit 019A**

Participant Account Number: 0-0

Contract Number:

Hwy	Exit	Dir	Type	Square Feet	Rate	Total Amount
I 064	019A	East	Mainline	98	@ \$45.00 per square foot	\$4,410.00
I 064	019A	West	Mainline	98	@ \$45.00 per square foot	\$4,410.00
I 064	019A	East	Ramp	18	@ \$45.00 per square foot	\$810.00
I 064	019A	West	Ramp	18	@ \$45.00 per square foot	\$810.00
Total:						\$10,440.00

Terms: Due Upon Receipt

----- Please return a copy of this invoice or the stub below with your payment -----

In order for our company to better assess the service you receive, mark this checklist and return with your payment and invoice remittance.

PARTICIPANT SERVICE CHECKLIST

ACCOUNT EXECUTIVE PERFORMANCE

	Excellent	Very Good	Good	Fair	Poor
1 - Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 - Courtesy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 - Expertise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 - Professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments:

SERVICE PERFORMANCE

	Excellent	Very Good	Good	Fair	Poor
5 - Sign Installation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 - Accurate Invoicing	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 - Appearance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 - Effectiveness	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9 - Overall Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Submitted By:

Participant Account Number: 0-0

Contract Number:

Invoice Number: 29

Customer Name: City of Chesterfield

Participant Name: Chesterfield Amphitheater

Make Check Payable to: Missouri Logos

(573) 893-6662

(800) 666-3514



Date: 12/15/2016

**Missouri Highways and Transportation Commission (MHTC)
Missouri Department of Transportation (MoDOT)
Supplemental Guide Sign Program (SGSP)
Participant Contract**

Contract Number:
Participant Account Number: 0-0
Contract Status: New Installation
Category: Traffic Generator

Customer Name: City of Chesterfield
Billing Address: 690 Chesterfield Parkway West
Chesterfield, MO 63017
Contact Person: Lisa Bobrzynski
Phone Number: (636) 537-4727
E-Mail: lbobrzynski@chesterfield.mo.us

Participant Name: Chesterfield Amphitheater
Physical Address: 631 Veterans Place Dr
Chesterfield, MO 63017
Location Contact Person: Lisa Bobrzynski
Location Phone Number: 636-812-9500
Website: www.chesterfield.mo.us

Participant hereby authorizes and instructs Missouri Logos (ML) to install and maintain its supplemental guide sign(s) as described below from the date of installation through June 30, 2017.

Route	Intersection	Direction	Type	Square Footage	Fabrication/Construction Cost (Year One)	Annual Fee (Beginning in Year Two)
I 064	019A	West	Mainline	98	\$4,410.00	\$3,000.00
I 064	019A	East	Mainline	98	\$4,410.00	\$3,000.00
I 064	019A	West	Ramp	18	\$810.00	\$0.00
I 064	019A	East	Ramp	18	\$810.00	\$0.00
Total:					\$10,440.00	\$6,000.00

This agreement will automatically renew for an additional one (1) year term each year at the anniversary date, unless, one or both parties to the contract notify the other party in writing of their intent not to renew at least thirty (30) days prior to the expiration of any contract period. ML will send a written notice annually confirming their intent to renew. No response by the Participant within thirty (30) days prior to the end of any contract period will be considered an intent to renew.

Participant represents and warrants that it meets or exceeds the minimum eligibility criteria required for participation in the MHTC and the MoDOT SGSP as outlined in the Rules and Regulations pertaining to the Program, and will continue to do so during the term of this contract and any extension thereof.

Participant understands that ML will install and maintain supplemental guide sign(s) in accordance with ML's contract with the MHTC and the MoDOT under the State's SGSP.

In consideration of the herein described service, Participant hereby promises and agrees to pay ML the above shown Fabrication/Construction Cost for year one (1) of participation upon execution of this contract, and the Annual Fee beginning year (2) and each subsequent year of participation. Billing will be rendered annually and due upon receipt.

This contract is signed and accepted by an authorized representative of Participant and subject to the Standard Conditions attached and all Rules and Regulations governing the SGSP.

By: _____ Date: ___/___/___ Approved By: _____

Missouri Logos

Print Name: _____ Date: ___/___/___

Specific Service Signing (Logos) Program Standard Conditions

1. **CLARIFICATION OF TERMS OF THE CONTRACT.** The terms "Missouri Logos", "ML", and "Participant" when used herein shall include either singular or plural, masculine or feminine as the case may be; and the provisions of this Contract shall bind the parties mutually and their heirs, executors, administrators, successors, and assigns. The agent, officer, or employee of Participant who has executed this Contract hereby represents that he/she is duly authorized to make this Contract on behalf of the Participant. Whenever "ML" is used in this Contract it shall refer to Missouri Logos. Whenever "MHTC" is used in this Contract it shall refer to the Missouri Highways and Transportation Commission. Whenever "MoDOT" is used in this Contract it shall refer to the Missouri Department of Transportation. Whenever "SGSP" is used in this Contract it shall refer to the Missouri Supplemental Guide Sign Program. "Business logo panel" means separately attached sign mounted on a rectangular SGSP sign structure to show the name, brand, symbol, logo, trademark, or combination of these for the Participant's motorist service available on a crossroad at or near an interchange or intersection maintained by ML in accordance with its Contract with the MHTC and the MoDOT.
2. **AGREEMENT.** This Contract, front and back, constitutes the entire agreement between Participant and ML. ML shall not be bound by any stipulation, condition, or agreement, not set forth herein. Waiver by ML of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
3. **CONFORMITY.** Participant represents and warrants that it is, and will continue at all times during this Contract, to be in conformity with all Federal and State laws including those requiring Participant to provide its services without regard to race, color, sex, religion, age, or national origin.
4. **BUSINESS LOGO PANEL.** It is the Participant's responsibility, at its expense, to provide business logo panel(s) for this Contract in accordance with the specifications of ML, the MHTC, and the MoDOT. If ML is to furnish business logo panel(s) for Participant, Participant will be charged a fee for manufacturing. The business logo panel(s) may consist of Participant's name, trademark, or symbol, providing it does not resemble any traffic sign, symbol, or device.
5. **DESIGN.** If ML is requested by Participant to submit artwork, then artwork submitted by ML shall be approved or substitute artwork shall be furnished by Participant within ten (10) days after submission. In case of default in furnishing or approval of artwork by Participant, then commencement of service shall be deemed to occur on the dates on which the various spaces are available for service. Participant warrants that approved artwork does not infringe upon any trademark or copyright, State or Federal. Participant agrees to defend, indemnify, and hold ML, the MHTC, and the MoDOT free and harmless from any and all lost liability, claims, and demands, including attorney's fees, arising out of the character, contents, or subject matter of any design displayed pursuant to this Contract. ML reserves the right to reject any business sign design not acceptable to the MHTC or the MoDOT.
6. **MAINTENANCE AND REPAIRS.** ML will inspect the business logo panels and SGSP sign structures at reasonable intervals. ML shall be responsible for regular cleaning of the business logo panels and SGSP sign structures. Participant shall promptly notify ML of any damage to or disrepair of the SGSP sign structures and ML shall promptly notify Participant of any damage to or disrepair of Participant's business logo panel(s). Upon notice from ML that repairs to a business logo panel are necessary, Participant shall Contract with ML to perform installation, removal, or replacement due to theft, vandalism, natural deterioration, or other damage. Such repairs, removal, reinstallation, and replacement will be at Participant's expense.
7. **COMMENCEMENT OF CONTRACT.** The initial commencement date for service is the actual date of completion of business logo panel(s) installation.
8. **ACCEPTANCE OF CONTRACT.** This Contract shall become binding upon execution of a duly authorized officer or agent of Participant and acceptance by an officer of ML. ML may take reasonable time to check credit and retains the right not to accept this Contract.
9. **CANCELLATION.** In the event of termination of the Agreement between ML and the MHTC, this Contract and the fee due will transfer in its entirety, from ML to the MoDOT, and continue as a valid Contract between the Participant and the MoDOT.
10. **SEVERABILITY.** This Contract is to be governed by and construed according to the laws of the State of Missouri. Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition of unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, Participant hereby waives any provision of law which renders any provision hereof prohibitive or unenforceable in any respect.
11. **UNCONTROLLABLE DELAYS AND INTERRUPTIONS TO SERVICE.** ML shall not be liable for loss or damage on account of delay(s) due to inclement weather, fire, or other casualty loss, strikes, governmental laws, rules, or regulations, act of Providence, or any other reason not in ML's control. In the event ML is responsible for a delay or interruption, ML may either issue necessary credit(s) or extend the contract beyond its termination date to make up for the delay or interruption. In the event any of the locations covered by this contract become so impaired as to permanently destroy the advertising value, Customer may delete such location from this contract. In either case, Customer shall be given credit pro rata, for the deleted location, and it shall have no further rights against ML.
12. **PAYMENT DEFAULT.** Upon default in the punctual payment of the contract indebtedness or any part thereof, as the same shall become due and payable, the entire amount of the indebtedness contracted for herein shall be matured and shall be due and payable immediately, at the option of ML, and unless same is promptly paid, ML may, at its option, discontinue, without notice, the service contracted for herein provided, however, that such discontinuance shall not relieve Customer of the contract indebtedness. All payments in arrears shall bear interest at the highest contract rate permitted by law, not to exceed 1-1/2% per month. In addition, Customer shall pay ML all costs and expenses of exercising its right under this contract, including reasonable attorney's fees of not less than 25% of the amount due, or \$250.00 whichever is greater.
13. **TERMINATION FOR DEFAULT.** The Contract will be terminated and Participant's business logo panel(s) will be removed for default if the establishment ceases to exist; is found in non-compliance with eligibility or other criteria and all corrections are not made within thirty (30) calendar days of written notice; nonpayment of invoice within thirty (30) days of due date; is in default of any liability, obligation, covenant, warranties, or certification made by the commercial establishment and continuance of such default for ten (10) days after receiving written notice.
14. **DISQUALIFICATION.** Erection and maintenance of any advertising device found to be in violation of State or Federal laws or regulations shall disqualify a business from participating in the SGSP, and shall be cause for the removal of any previously authorized business logo panel(s) without reimbursement.
15. **RIGHT OF REFUSAL.** The MHTC or the MoDOT have the right to reject and refuse a Participant's Contract at any location, in its sole discretion, if it is determined to not be in the best interest of the MHTC or the MoDOT.
16. **SEASONAL:** Participants with seasonal business logo panel(s) will be charged a removal and reinstallation fee for each occurrence in addition to the entire annual fee.

Participant Initial: _____