


#4

Memorandum



To: Mr. Geisel, City Administrator

From:  Tom McCarthy, CPRP
Director of Parks, Recreation & Arts

Date: 4/27/2022

Re: Logan Park Phase II Budget Transfer

As you are aware, we have been awarded a Municipal Parks Grant in Round 22 for the construction of phase II of Logan Park. We were successful in securing \$525,000 in grant funding with a match on our part of \$139,925. I would like to request that a fund transfer for the amount of \$664,925 is forwarded to the Parks, Recreation & Arts Committee of Council for the Logan Park Phase II grant for their review and approval. We would then like to move this on to the full Council for their approval. I request the funds come from our Parks Fund, Fund Reserve account # 119-3001-019 and be deposited in the Parks Special Projects account 119-084-5299 so we can keep track of the funds specifically used for phase II of the grant. After the grant project has been completed we can look forward to the reimbursement of the \$525,000 from the Municipal Parks Grant Commission. After speaking with Jeannette Kelly, our Finance Director, our unrestricted Fund Reserves as of December 31, 2021 adjusted for Logan Park Phase one (\$272,398) is at \$2,389,074.07.

I have attached for your review our signed contract which outlines what the grant is actually covering, and what the City is paying for with the grant funding, along with the Budget Transfer Request form and the Meeting Results from the council meeting that the approval was given to submit the grant proposal. The Parks Department will begin working on the Logan Park Phase II construction project in May with the hopes to have portions of the projects completed sometime this fall and fully completed by spring of 2023.

If you would like to further discuss this please let me know at your earliest convenience.

Grantee: Chesterfield
Funding Cycle: Round 22
Grant Amount: \$525,000

MUNICIPAL PARK GRANT COMMISSION

GRANT AGREEMENT

This Grant Agreement is entered into and effective this 2nd day of November, 2021, by and between the Municipal Park Grant Commission, hereinafter referred to as "Commission" and the City of Chesterfield, Missouri, hereinafter referred to as "Grantee" and is subject to the following terms and conditions.

1. Statement of Work

(a) Grantee agrees to accomplish the project scope at Logan Park, Phase II.

The Scope of Work shown on Exhibit A shall be completed and grant funds shall be used as indicated on Exhibit A. The Commission has allocated the grant amount and approved only certain amounts for the various elements of the Project as specified on Exhibit A. The amount approved for each part of the Project is the stated dollar amount; unused funds for one element of the Project cannot be used for other elements of the Project without approval of the Commission. The Grantee's "Match" as reflected on Exhibit A is based merely on the cost estimate provided; in the event that the actual cost of the work exceeds the cost estimate, Grantee shall be responsible for such costs and Grantee's responsibility shall not be limited to the "Match" set forth on Exhibit A or in the grant application.

Scope of Work

See Exhibit A, attached hereto and incorporated herein

The Grantee (by Grantee or by its public partners) agrees to complete the Scope of Work and to pay the remaining costs for the items listed in the scope of work which are not covered by the grant. And, Grantee agrees to pay for any and all costs above the grant amount to complete the scope of work.

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly. However, upon prior approval of the Commission or its designee, up to fifteen percent (15%) of the total grant amount may be moved from one line item to another; provided however, that the entire scope of work shall be completed in accordance with this Agreement and funds may not be moved to alter or increase the nature or scope of any element of the Project. This exception is intended to cover minor cost changes experienced between the time the application was submitted and the time that final bids are received or to slightly modify plans to address unforeseen construction issues. Grantee shall seek written consent within five (5) days of notice of such cost changes.

Only those construction design costs, engineering costs and construction management costs

expressly approved by the Commission and specifically set forth in the project scope shall be reimbursed to the Grantee. If no such items are set forth in the project scope, then such costs have not been approved and no grant funds shall be used for such costs or shall be reimbursed for such costs. When approved, consultant costs attributable to design and engineering services shall not exceed nine percent (9%) of the total Project cost and consultant costs attributable to bidding and construction management shall not exceed six percent (6%). No reimbursement shall be made to Grantee for consultant costs incurred prior to the execution of this Agreement.

Grantee understands that no reimbursement will be made for any cost or expense associated with municipal supplies and labor; equipment rental; or purchase of construction or maintenance equipment to be owned by Grantee. When an approved application includes installation of facilities by municipal employees at municipal costs, the Commission will reimburse for products and materials approved and included in the project scope set forth above.

All items should meet Americans with Disabilities Act (ADA) standards if practical (*see*, Paragraph 16 of this Agreement). The scope of an item may be slightly modified to comply with ADA but should be similar to the items listed above.

Treated wood products must be free of harmful chemicals.

The City shall post signage for purposes of the Project during construction and for a minimum of sixty days following installation or construction of the Project. Grantee may use signs provided by the Commission or may provide its own sign, which includes, in four-inch letters, acknowledgement of the grant awarded by the Municipal Park Grant Commission. This acknowledgement may be accomplished by stating, "This Project, or a portion thereof, was paid for by a Grant received from the Municipal Park Grant Commission of St. Louis County." In lieu of posting signage during construction, Grantee may install, in the Project area, permanent plaques, provided by the Commission or provided by the Grantee, acknowledging the grant awarded by the Commission.

(b) The term of this Agreement shall be from the effective date of this Agreement (as defined in Section 25 of this Agreement) until **June 30, 2023**, unless sooner terminated as provided herein. The Project shall be completed, the Grantee's final report shall be submitted, and the final inspection must be completed or scheduled on or before the date set forth in this subsection (b).

(c) Grantee agrees to provide interim status reports for the work to be performed under this contract from time to time as may be requested by the Commission.

(d) The final report shall be due within fifteen days of the completion of the Project. The final report may be included in the submission attached hereto as Exhibit B and shall include the following:

1. Date the Project was completed.
2. Final budget for the Project, including a description of the portion of the Project funded by the Grant and a description of the other portions of the Project completed by funds other than the Grant.
3. Photographs of the Project, if possible; and
4. An evaluation of the Project results and benefits, including how the original expectations were met.

(e) In the event that Grantee engages an independent consultant to assist with Grantee's project, such consultant should not be primary point of contact between the Commission and Grantee. Grantee must review and expressly approve all requests for extensions, requests for reallocation of grant

funds and all requests for changes to the Scope of Work submitted by an independent consultant on Grantee's behalf. If the Grantee's approval is not clearly reflected in such request, the request will not be acted upon by the Commission.

2. Representations of Grantee

The Grantee represents and warrants to the Commission as follows:

(a) *Organization and Authority.* The Grantee (1) is a municipal corporation located in St. Louis County and existing pursuant to the laws of the State of Missouri, and (2) the persons executing this Agreement on behalf of the Grantee have the power and authority to execute this Agreement on behalf of the Grantee, to develop the Project as described in Section 1 of this Agreement and to execute and deliver any documents required to be executed and delivered by it in connection with this Agreement and to carry out its obligations hereunder and thereunder.

(b) *No Defaults or Violations of Law.* The execution and delivery of this Agreement will not conflict with or result in a breach of any of the terms of any agreement to which the Grantee is a party or by which it or any of its property is bound, or any of the rules or regulations applicable to the Grantee or its property of any court or other governmental body.

(c) *Licenses, Permits and Approvals.* The Grantee has or has the ability to obtain all necessary licenses and permits to develop the Project as described in Section 1 of this Agreement under the laws of the State of Missouri and the Grantee will obtain when necessary, all requisite approvals of federal, state, regional and local governmental bodies relating to the Project. The Grantee's Project will be, in all material respects, in compliance with all applicable federal, state and local laws, rules, regulations, codes and ordinances.

(d) *Pending Litigation.* No litigation, proceedings or investigations are pending, or, to the knowledge of the Grantee, threatened against the Grantee seeking to limit the development of the Project, or which would in any manner challenge or adversely affect the powers of the Grantee to enter into and carry out the transactions described in or contemplated by the terms and provisions of this Agreement or any other documents to which it is a party.

(e) *Full Disclosure.* The information provided to the Commission related to the Project does not contain any untrue or misleading statement of a material fact or omit to state a material fact. There is no fact which the Grantee has not disclosed to the Commission in writing which materially affects adversely or, so far as the Grantee can now foresee, will materially affect adversely the financial condition of the Grantee, its ability to own and operate its properties or its ability to develop the Project.

(f) *Environmental Laws.* The Grantee is, to the best of its knowledge, in all material respects, in compliance with all federal, state and local environmental laws, ordinances, regulations and rulings (collectively, "Environmental Laws"); the Grantee has received no notice of any alleged violation of any Environmental Laws; and the Grantee will continue to comply, in all material respects, with all Environmental Laws.

3. Payment

Commission agrees to grant to Grantee an amount not to exceed the sum of **\$525,000.00** for accomplishment of the work related to the Project (described in Section 1(a) above).

Subject to the other remedies set forth in this Agreement, if there are any items listed in the project scope that are not completed, an appropriate amount will be deducted from the total grant amount awarded; the deduction shall be determined by the Commission and may be based on the costs submitted in the application, bid prices, or other reasonable methodology. Additionally, if a particular item listed in the project scope is completed for a cost which is less than the dollar amount allocated for that particular item, the total grant amount shall be reduced accordingly subject to the exception set forth in Section 1 of this Agreement.

The Commission shall make disbursements of the grant to the Grantee, and the Grantee shall receive such proceeds from the Commission, for the purposes and upon the terms and conditions provided in this Agreement.

Grant funds will be disbursed to Grantee as reimbursement for Project costs incurred by the Grantee. Disbursements shall be made upon final completion of the Project as outlined in the Scope of Work. However, if the grant is awarded for only certain items or components of a large, multi-faceted Project, upon consent of the Commission, disbursements may be made upon completion of those items or components subject to repayment of the grant to the Commission in the event that the overall Project is not completed.

Reimbursement funds will only be disbursed upon presentation of a written request by the Grantee on a form approved by the Commission and following an inspection of the Project.

A disbursement request form is attached hereto as Exhibit B; however, the Commission may make any changes to the request form it deems advisable during the term of this Agreement. All request forms shall be accompanied by supporting documents to evidence the expenditure related to the development of the Project, a summary of completed activities for which grant funds are requested, and a certification by the Grantee that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

As a condition of disbursement, Grantee shall make the Project grounds available for inspection by a Commission designee.

4. Completion of the Project

(a) The Grantee shall cause the Project to be diligently and continuously pursued and to be completed with reasonable dispatch, but in no event later than the date listed in Section 1(b).

(b) The Grantee agrees that if the Project cost estimate is exceeded for any reason and the amount of the grant is not sufficient to complete the Project, Grantee will provide, from its own funds, all moneys necessary to complete the Project substantially in accordance with the Grantee's application for the grant related to the Project.

(c) The Grantee understands that if the Project described in this Agreement is completed for an amount less than that approved by Commission, then the Commission will only reimburse the actual cost of the Project.

(d) The Grantee may make, authorize or permit such changes or amendments in the Project as it may reasonably determine to be necessary or desirable; provided, however, that no such change or amendment shall be made to the Project that would cause a material change in the cost, scope, nature, or function of the Project, unless the Grantee shall have obtained the prior written consent of the

Commission. Grantee agrees to provide all funding for all such changes and amendments.

5. Bids

Grantee acknowledges through the acceptance of the grant that a competitive bidding procedure shall be utilized for the acquisition of supplies, materials, equipment, and all contractual services, with the exception of professional services. Such competitive bidding procedure shall also be utilized for all change orders which alter the Scope of Work.

If Grantee has its own formal purchasing policies and ordinances requiring certain bidding procedures, Grantee may follow its own policies and ordinances and subparagraphs (a) through (g) of this Section 5 shall not apply to Grantee.

If Grantee does not have formal purchasing policies or ordinances containing bidding procedures, Grantee agrees to follow the bidding procedure set forth in subparagraphs (a) through (g) of this Section 5.

Regardless of the bidding procedures followed, copies of all advertisements, notices, bid packages, bid forms, bond forms, bids, proposals, contracts for goods and services and all other documents related to materials, supplies or contractual services for completion of the Project shall be made available to the Commission upon request.

(a) *Formal Written Bids Required.* Supplies, materials, equipment and contractual services (except professional services) needed for the Project shall be procured only after advertisement and receipt of formal written bids when the value of the procurement is in excess of three thousand dollars (\$3,000.00). No contract or purchase shall be subdivided to avoid competitive bidding procedures.

(b) *Advertisement / Notice.* Such bids shall be invited through a notice published in a newspaper of general circulation in the county, at least two (2) weeks prior to the date specified for submission of bids. A public notice shall also be posted in a prominent and public place in the City. Such notice shall include: A general description of the item or items to be purchased; the conditions of such purchase; the place where specifications and bid forms may be secured; the time and place for submitting such bids; the time and place for acceptance of bids. Grantee may also solicit bids by mailing copies of the specifications and bidding documents to prospective vendors.

(c) *Sealed Bids.* All bids shall be sealed, shall be identified as bids on the envelope and shall be submitted within the time and at the place stated in the public notice inviting bids. The time of receipt of each bid shall be entered by the receiving employee on the envelope containing such bid. The Grantee shall publicly open all bids at the time and place designated in the notice to bid.

(d) *Prevailing Wage.* Prevailing wage shall be paid on all projects as required by Section 290.230 R.S.Mo. The prevailing wage information must be provided before advertisement for bids (Sections 290.320 and 290.325 R.S.Mo.) and must be incorporated into the Grantee's contracts related to the Project (Section 290.250 R.S.Mo.).

(e) *Performance and Payment Bonds.* Grantee shall require all contractors to furnish to Grantee performance and payment bonds as required by Section 107.170 R.S.Mo.

(f) *Award of Contract.* Grantee shall select the lowest responsible bidder. In determining whether a bidder is qualified, Grantee shall consider the experience of the bidders and shall check all references for bidders prior to award of the contract. If a bidder has failed to list references for the

particular type of work solicited, the bid shall be rejected.

(g) *Professional Services.* Unless an architect, engineer, planner, land surveyor or other similar consultant is already under contract, Grantee may hire such qualified professionals after soliciting qualifications and negotiating a fee proposal from the most qualified firm.

6. Records

The Grantee shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Grantee and the Project in accordance with generally accepted accounting principles.

The Grantee shall at any and all reasonable times, upon the written request of the Commission and at the expense of the Grantee, permit the Commission by its representatives to enter and inspect or audit the properties, books of account, records, reports and other papers of the Grantee relating to the Project, except personnel records, and to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Grantee shall furnish to the Commission any and all information as the Commission may reasonably request, and at the expense of the Grantee, including such statistical and other operating information requested on a periodic basis, in order to enable the Commission to make any reports required by law or governmental regulations and to determine whether the covenants, terms and provisions of this Agreement have been complied with by the Grantee.

7. Grantee's Continuing Obligation to Maintain and Use Improvements

Grantee acknowledges that, unless otherwise specifically provided, improvements funded by Commission grants shall be presumed to have a minimum useful life of ten (10) years, absent acts of God, unforeseen health or safety concerns, or other extraordinary circumstances as may be determined by the Commission in its sole discretion.

Therefore, Grantee shall maintain in good condition, operate and use the improvements for public benefit continuously throughout that ten (10) year period as measured from the date of reimbursement by the Commission to the Grantee with respect to the specific improvement in question.

If Grantee shall fail to so maintain, operate and use the funded improvement, the Commission may, after affording the recipient an opportunity to be heard and in addition to any other remedies available at law or in equity, disqualify the recipient from grant eligibility for the unused portion of the presumed minimum useful life and/or recover that percentage of the funding grant at issue equal to the unused portion of the presumed minimum useful life.

This provision shall survive expiration or other termination of this Agreement.

8. Authority to Contract

The Grantee shall not have the authority to contract for, or on behalf of, or incur obligations on behalf of the Commission. However, the Grantee may contract with qualified providers of services, provided that any such contract shall acknowledge the binding nature of this Agreement, and incorporate this Agreement, together with its attachments. The Grantee agrees to be solely responsible for the performance of any contractor.

9. Compliance with Laws and Regulations

The Grantee shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the development of the Project, including without limitation environmental laws, orders or regulations.

10. Licenses and Permits

The Grantee shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and affairs and the development of the Project.

11. Indemnity

The Grantee shall indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against all loss, liability, damage or expense arising out of the execution of this Agreement, including, but not limited to, claims for loss or damage to any property or injury to or death of any person, asserted by or on behalf of any person, firm, corporation or governmental authority arising out of or in any way connected with the Project, or the conditions, occupancy, use, possession, conduct or management of, or any work done in or about the Project. The Grantee shall also indemnify and hold harmless the Commission and its directors, officers, employees and agents from and against, all costs, reasonable counsel fees, expenses and liabilities incurred by them in any action or proceeding brought by reason of any such claim, demand, expense, penalty, fine or tax. If any action or proceeding is brought against the Commission or its directors, officers, employees or agents by reason of any such claim or demand, the Grantee, upon notice from the Commission, covenants to resist and defend such action or proceeding on demand of the Commission or its directors, officers, employees or agents. The Grantee shall also indemnify and hold harmless the Commission from and against, all costs, expenses and charges, including reasonable counsel fees, incurred after default of the Grantee in enforcing any covenant or agreement of the Grantee contained in this Agreement.

12. Events Constituting Default

The term "event of default" wherever used in this Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default of any covenant or agreement of the Grantee in this Agreement, and continuance of such default or breach for a period of 30 days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(b) any representation or warranty made by the Grantee in this Agreement or in any written statement or certificate furnished to the Commission proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 30 days after there has been given to the Grantee by the Commission a written notice specifying such default or breach and requiring it to be remedied; provided, that if such default cannot be fully remedied within such 30-day

period, but can reasonably be expected to be fully remedied, such default shall not constitute an event of default if the Grantee shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(c) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Grantee, or adjudging the Grantee as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Grantee under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Grantee or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of 90 consecutive days; or

(d) the commencement by the Grantee of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Grantee or any substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Grantee in furtherance of any such action.

13. Exercise of Remedies by the Commission Upon Default

Upon the occurrence and continuance of any event of default under this Agreement, unless the same is waived as provided in this Agreement, the Commission shall have the following rights and remedies, in addition to any other rights and remedies provided under this Agreement or by law:

(a) *Right to Bring Suit, Etc.* The Commission may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to realize on or to foreclose any of its interests or liens under this Agreement, to enforce and compel the performance of the duties and obligations of the Grantee as set forth in this Agreement and to enforce or preserve any other rights or interests of the Commission under this Agreement existing at law or in equity.

(b) *Termination of Disbursements.* To terminate the obligation to disburse any further proceeds of the grant and to require the Grantee to repay moneys advanced prior to the date of receipt of notice of termination from the Commission, together with interest at the statutory rate as of the termination of the obligation to make disbursements, plus one percent.

If the Grantee should default under any of the provisions hereof, and the Commission shall employ attorneys or incur other expenses for the enforcement or performance of any obligation or agreement on the part of the Grantee, the Grantee will on demand pay to the Commission the reasonable fees of such attorneys and such other expenses so incurred.

14. Rights and Remedies Cumulative

No right or remedy herein conferred upon or reserved by the Commission is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at

law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

15. Termination / Return of Grant Funds

Upon the occurrence, and continuance after the appropriate notice period as set forth in this Agreement, of any event of default under this Agreement, this Agreement shall automatically terminate.

Upon the termination of the Agreement by virtue of the expiration of the term of the Agreement, an event of default, or for any other reason, all grant funds which have been given to the Grantee for the Project shall be returned to the Commission immediately upon termination of the Agreement.

16. Nondiscrimination

Grantee agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

17. Compliance with Americans with Disabilities Act

Grantee agrees to comply with the Americans with Disabilities Act (ADA) in that no person shall on the grounds of a disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this program.

18. Applicable Law

This agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

19. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

20. Amendments

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

21. Notices

All notices and communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the location set forth below or at a place designated hereafter in writing.

Commission:

Municipal Park Grant Commission
C/O Municipal League of Metro St. Louis
11911 Dorsett Rd.
Maryland Heights, Missouri 63043

Grantee:

Tom McCarthy
690 Chesterfield Parkway West
Chesterfield MD 21717-0260

636-812-9503

22. Successors to Interest

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

23. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction, to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

24. Waiver

The failure of the Commission to enforce any provisions of this Agreement shall not constitute a waiver by the Commission of that or any other provision.

25. Effective Date of Agreement

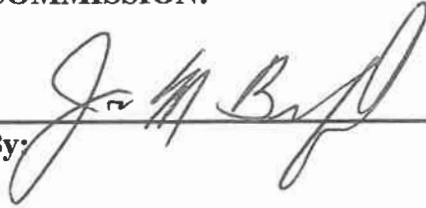
The effective date of this Agreement shall be that date shown on the first page of this Agreement.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties. Exhibits A and B are attached hereto and incorporated herein as if fully set forth. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representation, oral or written, not specified herein regarding this Agreement. Grantee, by the signature below of its authorized representative, hereby acknowledged that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date entered above.

COMMISSION:

By: 

ATTEST:


(Commission Secretary):

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Now on this _____ day of _____, 2021, appeared before me _____
_____ who stated that he/she/they is/are the _____
_____ for the Municipal Park Grant
Commission, and that he/she/they executed this Agreement on behalf of the Commission, by authority of
its governing body and that this Agreement is the free act and deed of the Commission.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first
above written.

Notary Public

My commission expires:

GRANTEE:

[Signature]
By:

ATTEST:

Vickie McHound
By (City Clerk):

STATE OF MISSOURI)
) SS
COUNTY OF ST. LOUIS)

Now on this 15th day of November, 2021, appeared before me _____
Michael Geisel who stated that he/she/they is/are the _____
City Administrator for the City of Chesterfield
_____, Grantee, and that he/she/they executed this Agreement on behalf of Grantee, by authority of its governing body and that this Agreement is the free act and deed of Grantee.

IN WITNESS WHEREOF, I have placed my hand and my official seal on the day and year first above written.

Vickie McHound
Notary Public

My commission expires: 6/10/2025



EXHIBIT A - SCOPE OF WORK

RD 22 - City of Chesterfield - Logan Park

Part 1	Project		Grant
Project Cost (100%)	Cost	Match	Award
Site/Grading/earthwork	13,000		13,000
Trail 8' wide 2100 sf	185,000		185,000
MSD Stormwater/ Creek bank Improve.	54,000		54,000
Pickle Ball Courts	125,450		125,450
Shade structure 2 post hip 10' x 16'	72,800		72,800
Segmented Block Retaining Wall 450 sq ft	23,400		23,400
Three Playground Cantilever Shade Canopy	58,500		58,500
Native Meadow Planting 1.25 acres	4,875		4,875
Native Meadow Establishment 1.25 acres	3,250		3,250
Landscape Buffer Plantings	15,000		15,000
8 Trash Receptacles	6,000		6,000
Expanded Metal Benches 6' long	5,500		5,500
Park sign - Masonry to match shelter Columns	9,000		9,000
Seed Turf Lawn, 3000 sq ft	13,650		13,650
Match		139,925	-139,925
Total Part 1	\$589,425	\$139,925	\$449,500
Part 2	Project		
Aesthetics Items (50%)	Cost	Match	Grant
			0
Matching Funds			0
Total Part 2	\$0	\$0	\$0
Part 3	Project		
(A-9% & B-6%)	Cost	Match	Grant
A - Architect, Engineering,	47,500		47,500
B - Construction Management	28,000		28,000
Total Part 3	\$75,500	\$0	\$75,500
GRAND TOTALS	Project		
	Cost	Match	Grant

Total	\$664,925	\$139,925	\$525,000
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Project total Cost	\$664,925	Part 3 (A)	7.14%
Total Match	\$139,925	(B)	4.21%
Grant Amount	\$525,000		

Match % 21%

EXHIBIT B

GRANTEE REIMBURSEMENT REQUEST – MUNICIPAL PARKS GRANT COMMISSION

[Requirements for reimbursement are set forth in the Grant Agreement].

Date: _____ Municipality: _____ Round: _____

This reimbursement request is for: \$ _____.

Please fill out the following:

1. Date the Project (or portion subject to this request) was completed:

2. Estimated amount provided by the City or others: _____

3. An evaluation of the Project results and benefits, including how the original expectations were met that may be used in the Commission's Annual Report.

COMPLETE THE WORKSHEET ON NEXT PAGE

Attach the following supporting documents to show expenditures related to the Project.

- Page 2 of this Exhibit (Use paid invoices. AIA forms are not allowed without Commission approval.)
- Paid invoices
- Cancelled checks (both sides) written by the City (your bank may fax these to you)
- Photographs of the Project [digital pictures may be sent via e-mail to: staff@stlmuni.org]
- Other information that may be helpful: _____

I hereby certify that all materials, supplies and contractual services were properly bid and that the expenditures in all other respects conform to applicable law.

Sign Here: _____

Print Name and Title Here: _____

(Revised: July 1, 2004)

Exhibit B – Reimbursement Worksheet

PROJECT SCOPE ITEMS AND INFORMATION FOR REVIEW AND INSPECTION

Agreement		Built			
No.	Item Description	Agreement. \$	Item Description	Invoice \$	
1					
2					
3					
4					
5					
6					
7					
8					
9					
TOTAL					

Attach actual invoices and cancelled checks for each line item above after completing this form.

(Revised July 1, 2004)

The minutes of the July 19, 2021 City Council meeting were submitted for approval. Councilmember Moore made a motion, seconded by Councilmember Monachella, to approve the July 19, 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 the next meeting of City Council is scheduled for Monday, August 16, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Don Imholz, 16901 Todd Evan Trail, requested additional public input pertaining to the 2021 Budget Transfer Request for Wilson Avenue.

Mr. John Hammond, 1203 Walnut Hill Farm Drive, spoke in support of the 2021 Budget Transfer Request for Wilson Avenue.

City Clerk Vickie McGownd read comments submitted by the following individuals pertaining to 2021 Budget Transfer Request for Wilson Avenue:

Barbara Jost – 16930 Todd Evan Trail – comments in opposition
Sherryl Triplett – 1224 Wilson Avenue – comments in support
Dan Hubbard – 16420 Brandsford Point – requested additional public input
Lauren Strutman – 16120 Walnut Hill Farm Drive – comments in support
Ron and Dianne Compton – 1520 Countryside Hill – comments in support
Ray and Judy Blix – 1251 Walnut Hill Farm Drive – comments in support

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Councilmember Mary Monachella, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember McGuinness, to postpone consideration of this budget transfer request until the City has been able to conduct an additional public informational meeting for this potential project. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

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

Finance and Administration Committee

Councilmember Michael Moore, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting, and announced that the next meeting of this Committee is scheduled for Tuesday, August 3, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Mary Ann Mastorakos, Chairperson of the Parks, Recreation & Arts Committee, made a motion, seconded by Councilmember Budoor, to approve revised policies PRA #6 and PRA #7 as recommended by the Parks, Recreation and Arts Committee. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Councilmember Hurt made a motion, seconded by Councilmember Budoor, to approve the proposed resolution authorizing the submission of a Municipal Parks Grant Application for Phase Two of Logan Park, as recommended by the Parks, Recreation and Arts Committee. A roll call vote was taken with the following results: Ayes – Mastorakos, Moore, Hurt, Wahl, Monachella, McGuinness, DeCampi and Budoor. Nays – None. Mayor Nation declared the motion passed. The successful resolution became Chesterfield Resolution No. 470.

Public Health & Safety Committee

Councilmember Tom DeCampi, Chairperson of the Public Health & Safety Committee, indicated that there were no action items scheduled on the agenda for this meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel, as directed by City Council, requested that the City Council review and consider approval of the 2021-2022 St. Louis County Metro Municipal League dues.

Councilmember Monachella made a motion, seconded by Councilmember Moore, to approve payment of the 2021-2022 St. Louis Metro Municipal League dues in the amount of \$6,410. A roll call vote was taken with the following results: Ayes – Budoor, DeCampi, Moore, Mastorakos, Wahl, Monachella, McGuinness and Hurt. Nays – None. Mayor Nation declared the motion passed.

Subsequently, Mr. Geisel requested Council direction, and City Council expressed their desire to continue the annual process of reviewing the invoice prior to authorizing payment.

OTHER LEGISLATION

There was no "Other Legislation" scheduled for this meeting.

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.


ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:57 p.m.



Mayor Bob Nation

ATTEST:



Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: 8/16/2021