



**Normandy City Council Meeting  
TENTATIVE AGENDA  
7700 Natural Bridge Road, St. Louis, MO 63121  
and via Zoom Teleconference  
Tuesday, April 15, 2025, at 6:30 p.m.**

**A. REGULAR MEETING**

1. Roll Call
2. Pledge of Allegiance
3. Approval of the Agenda

**B. PRESENTATION OF PETITIONERS, REMONSTRATIONS, COMPLAINTS, AND REQUESTS**

1. Citizen Comments

**C. CONSENT AGENDA**

1. Approval of the Consent Agenda
  - a. Approval of the minutes of March 11, 2025, Regular City Council Meeting*
  - b. Monthly report of the Chief of Police*

**D. REPORT OF OFFICERS**

1. President Pro Tem
2. Councilmembers
3. City Administrator
4. City Treasurer

**E. OLD BUSINESS**

1. **Council Bill #25-10 (Second Reading)** – *An ordinance of the City of Normandy, Missouri, amending Chapter 405: Zoning Regulations, by the amendment of certain existing parking regulations and the enactment of a new section 405.757 regulating parking in all zoning districts*

## **F. NEW BUSINESS**

1. **Resolution #25-20** – *A resolution of the City of Normandy, Missouri, authorizing the City Clerk to enter into an annual agreement with Clearfly for telephone and fax services.*
2. **Resolution #25-21** – *A resolution of the City of Normandy, Missouri, reappointing Christopher Dulle to the office of Municipal Judge of the 21<sup>st</sup> Judicial Circuit Court for the Normandy Municipal Court.*
3. **Resolution #25-22** – *A resolution of the City of Normandy, Missouri, accepting a proposal by Planning2Preserve LLC for the creation of a Historic Preservation Plan.*

## **G. CITIZEN COMMENTS**

## **H. CLOSED SESSION (RSMO 610:021-1)**

1. Legal

## **I. ADJOURNMENT**

Join Zoom Meeting

<https://us06web.zoom.us/j/82091769431?pwd=NE9wMHJYVjRITIRlzhveWlQOUdNUT09>

Meeting ID: 820 9176 9431

Passcode: 1945

One tap mobile

+13126266799,,82091769431#,,,,\*1945# US (Chicago)

+13092053325,,82091769431#,,,,\*1945# US

# Normandy Police Department

Tameika Sanders  
Chief



314-385-3300  
Ext. 3167

## Office of the Chief of Police

7700 Natural Bridge Road  
Normandy, MO 63121

**To:** Mayor Campbell and Members of the Board

**CC:** City Administrator – Samuel Johnson

**Date:** Tuesday, April 15, 2025

**Subject:** Normandy Police Department Monthly Report

Members of the Board,

Please accept the following as the monthly police department report between Saturday, March 1, 2025 –Tuesday, April 1, 2025.

**Calls for Service:1806**

**Police Reports: 144**

**Accident Reports: 21**

**Citations: 380**

**Business Checks: 326**

Respectfully,

Col. Tameika Sanders



*Col. Tameika Sanders*

*Chief of Police*

Normandy Police Department

**Phone:** 314-385-3300 ext. 3167

**Mobile:** 314-240-0431

**Email:** [tsanders@cityofnormandy.gov](mailto:tsanders@cityofnormandy.gov)

7700 Natural Bridge Road  
Normandy, MO 63121

[www.cityofnormandy.gov](http://www.cityofnormandy.gov)



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

*Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity.*

<b><u>I. COURT INFORMATION</u></b>		Municipality: Normandy Municipal		Reporting Period: Mar 1, 2025 - Apr 1, 2025	
Mailing Address: 7700 NATURAL BRIDGE ROAD, SAINT LOUIS, MO 63121					
Physical Address: 7700 NATURAL BRIDGE ROAD, SAINT LOUIS, MO 63121				County: St. Louis County	
Telephone Number:		Fax Number:			
Prepared by: Yolanda Robinson		E-mail Address:			
Municipal Judge:					
<b><u>II. MONTHLY CASELOAD INFORMATION</u></b>					
		Alcohol & Drug Related Traffic	Other Traffic	Non-Traffic Ordinance	
A. Cases (citations/informations) pending at start of month		430	14,308	870	
B. Cases (citations/informations) filed		1	116	4	
C. Cases (citations/informations) disposed					
1. jury trial (Springfield, Jefferson County, and St. Louis County only)		0	0	0	
2. court/bench trial - GUILTY		0	1	0	
3. court/bench trial - NOT GUILTY		0	1	0	
4. plea of GUILTY in court		2	126	0	
5. Violations Bureau Citations (i.e. written plea of guilty) and bond forfeiture by court order (as payment of fines/costs)		0	1	0	
6. dismissed by court		0	1	0	
7. <i>nolle prosequi</i>		0	11	6	
8. certified for jury trial (not heard in Municipal Division)		0	0	0	
<b>9. TOTAL CASE DISPOSITIONS</b>		2	141	6	
D. Cases (citations/informations) pending at end of month [pending caseload = (A+B)-C9]		429	14,283	868	
E. Trial de Novo and/or appeal applications filed		0	0	0	
<b><u>III. WARRANT INFORMATION (pre- &amp; post-disposition)</u></b>					
1. # Issued during reporting period		0	<b><u>IV. PARKING TICKETS</u></b>		
2. # Served/withdrawn during reporting period		1	<input type="checkbox"/> Court staff does not process parking tickets		
3. # Outstanding at end of reporting period		32			



## MUNICIPAL DIVISION SUMMARY REPORTING FORM

<b><u>COURT INFORMATION</u></b>	Municipality: Normandy Municipal	Reporting Period: Mar 1, 2025 - Apr 1, 2025
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### **V. DISBURSEMENTS**

<b>Excess Revenue (minor traffic and municipal ordinance violations, subject to the excess revenue percentage limitation)</b>		<b>Other Disbursements:</b> Enter below additional surcharges and/or fees not listed above. Designate if subject to the excess revenue percentage limitation. Examples include, but are not limited to, arrest costs and witness fees.	
Fines - Excess Revenue	\$8,228.50	Court Automation	\$857.31
Clerk Fee - Excess Revenue	\$1,017.20	<b>Total Other Disbursements</b>	\$857.31
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Excess Revenue	\$34.22	<b>Total Disbursements of Costs, Fees, Surcharges and Bonds Forfeited</b>	\$16,346.00
Bond forfeitures (paid to city) - Excess Revenue	\$0.00	<b>Bond Refunds</b>	\$0.00
<b>Total Excess Revenue</b>	\$9,279.92	<b>Total Disbursements</b>	\$16,346.00
<b>Other Revenue (non-minor traffic and ordinance violations, not subject to the excess revenue percentage limitation)</b>			
Fines - Other	\$4,027.50		
Clerk Fee - Other	\$330.00		
Judicial Education Fund (JEF) <input type="checkbox"/> Court does not retain funds for JEF	\$122.46		
Peace Officer Standards and Training (POST) Commission surcharge	\$122.48		
Crime Victims Compensation (CVC) Fund surcharge - Paid to State	\$873.23		
Crime Victims Compensation (CVC) Fund surcharge - Paid to City/Other	\$11.10		
Law Enforcement Training (LET) Fund surcharge	\$240.00		
Domestic Violence Shelter surcharge	\$240.00		
Inmate Prisoner Detainee Security Fund surcharge	\$242.00		
Restitution	\$0.00		
Parking ticket revenue (including penalties)	\$0.00		
Bond forfeitures (paid to city) - Other	\$0.00		
<b>Total Other Revenue</b>	\$6,208.77		

# MEMO

DATE: 4/15/2025  
 FROM: Khianna DeGarmo, City Clerk  
 TO: Charles Ellis, CPA  
 RE: Monthly Financial Report to Council

Summary of financial information for the General Fund Budget for the fiscal year 2024-2025 for the City of Normandy, MO as of Feb 28, 2025:

## PART I - GENERAL FUND

### A - Summary of Income Statement

	Before February	February 2025	Year-to-Date
Total Income	\$ 666,776	\$ 1,032,889	\$ 1,699,665
Total Expenditures	\$ (757,182)	\$ (1,171,262)	\$ (1,928,444)
Net Income (Loss)	\$ (90,406)	\$ (138,373)	\$ (228,779)

### B - Summary of General Fund Balance

General Fund Unrestricted Cash Balance as of February 28, 2025	\$ 308,560
Village of Glen Echo Park Project Balance as of February 28, 2025	\$ 73,532
Amounts Due to General Fund from Other Funds	\$ 392,187
Amounts Due from General Fund to Other Funds	\$ (106,037)
Total	<u>668,241.43</u>
Drug Task Force Restricted as of February 28, 2025	\$ 102,541
Restricted at Simmons Bank as of February 28, 2025	\$ 633,309
Total Restricted	<u>\$ 735,849</u>

### C- Income, General Fund

Department	Year-to-Date Actual as of February 28, 2025	Annual Budget for the FYE 9/30/2025	% of Budget Remaining
Property Taxes	85,979	116,357	26.1%
Utility Taxes	308,470	775,783	60.2%
Sales Tax	444,358	1,180,550	62.4%
Other Taxes	160,851	293,197	45.1%
Licenses and Permits	45,551	102,806	55.7%
Court Fines	64,693	223,080	71.0%
Contracts	532,097	1,343,862	60.4%
Miscellaneous	17,015	118,528	85.6%
Other Financing Sources (Uses)	40,652	186,835	78.2%
Total General Fund Income	<u>1,699,665</u>	<u>4,340,998</u>	<u>60.8%</u>

### D - Expenditure by Department, General Fund

Department	Year-to-Date Actual	Annual Budget	% of Budget Remaining
Administration	331,469	710,710	53.4%
Police	1,240,380	2,821,608	56.0%
Court	86,554	198,443	56.4%
Prosecuting Attorney	23,872	54,630	56.3%
Public Works	216,975	462,623	53.1%
Park	29,193	92,985	68.6%
Total Expenditures	<u>1,928,444</u>	<u>4,340,998</u>	<u>55.6%</u>

**PART-II NON-MAJOR FUNDS**

**A - Summary of Income Statement**

	Before February	February 2025	Year-to-Date
Income			
Capital Improvement Fund	\$ 60,239.09	\$ 157,523.04	\$ 217,762.13
Parks and Stormwater Fund	\$ 33,778.08	\$ 161,733.60	\$ 195,511.68
Economic Development Fund	\$ 13,967.55	\$ 540,764.82	\$ 554,732.37
Street Improvement	\$ 16,123.38	\$ 248,262.75	\$ 264,386.13
Sewer Lateral	\$ 36,075.60	\$ 27,099.99	\$ 63,175.59
Judicial Education Fund	\$ 197.48	\$ 1,539.28	\$ 1,736.76
Total Non-Major Fund Income	<u>\$ 46,478.89</u>	<u>\$ 1,136,923.48</u>	<u>\$ 1,297,304.66</u>
Expenditures			
Capital Improvement Fund	\$ 164,359.00	\$ 14,457.97	\$ 178,816.97
Parks and Stormwater Fund	\$ 62,909.85	\$ 356,269.32	\$ 419,179.17
Economic Development Fund	\$ 6,636.85	\$ 15,236.09	\$ 21,872.94
Street Improvement	\$ -	\$ -	\$ -
Sewer Lateral	\$ 7,200.00	\$ -	\$ 7,200.00
Judicial Education	\$ -	\$ -	\$ -
Total Expenditures	<u>\$ 312,001.99</u>	<u>\$ 315,067.09</u>	<u>\$ 627,069.08</u>
Net Income (Loss)	<u>\$ (265,523.10)</u>	<u>\$ 821,856.39</u>	<u>\$ 670,235.58</u>

**B - Summary of Non-Major Fund Balance as of 0/28/2025**

Capital Improvement Cash	\$ 217,762.13	Parks & SW Cash	\$ 195,511.68
Due to Capital Improvement	\$ 5,666.50	Due to Parks & SW	\$ 19,810.53
Due From Capital Improvement	\$ (85,506.97)	Due From Parks & SW	\$ (167,022.93)
Capital Improvement Total	<u>\$ 137,921.66</u>	Parks and SW Total	<u>\$ 48,299.28</u>
Econ. Dev. Cash	\$ 554,732.37	Sewer Lateral Cash	\$ 63,175.59
Due to Econ. Dev.	\$ -	Due to SL	\$ 46,796.63
Due From Econ. Dev.	\$ (117,983.54)	Due from SL	\$ (20,625.70)
Econ. Dev. Total	<u>\$ 436,748.83</u>	SL Total	<u>\$ 89,346.52</u>
Street Improvement Cash	\$ 264,386.13	Judicial Education Cash	\$ 1,736.76
Due to Street Improvement	\$ 33,426.94	Due to Judicial Educati	\$ 336.95
Due From Street Improvement	\$ -	Due From Judicial Edu	\$ (825.98)
Street Improvement Total	<u>\$ 297,813.07</u>	Judicial Education Total	<u>\$ 1,247.73</u>

**PART-II NON-MAJOR FUNDS - Cont...**

**C- Income, Non-Major Funds**

<u>Fund</u>	<u>Year-to-Date Actual as of February 28, 2025</u>	<u>Annual Budget for the FYE 9/30/2025</u>	<u>% of Budget Remaining</u>
Revenues			
Capital Improvement Fund	\$ 217,762	\$ 388,000.00	44%
Parks and Stormwater Fund	\$ 195,512	\$ 482,000.00	59%
Economic Development Fund	\$ 554,732	\$ 110,000.00	-404%
Street Improvement	\$ 264,386	\$ 130,000.00	-103%
Sewer Lateral	\$ 63,176	\$ 55,000.00	-15%
Judicial Education Fund	\$ 1,737	\$ 2,000.00	13%
Total Revenues	<u>\$ 1,297,305</u>	<u>\$ 1,167,000</u>	<u>-11%</u>
Other Financing Sources (Uses)			
Capital Improvement Fund	\$ -	\$ (96,300)	100%
Parks and Stormwater Fund	\$ (24,254)	\$ (92,985)	74%
Economic Development Fund	\$ (9,167)	\$ (27,500)	67%
Street Improvement Fund	\$ -	\$ 129,950	100%
Total Other Financing Sources	<u>\$ (33,421)</u>	<u>\$ (86,835)</u>	<u>62%</u>
Total Non-Major Fund Income	<u>\$ 1,263,884</u>	<u>\$ 1,080,165</u>	<u>-17%</u>

**D - Budget v. Actual by Fund, Non-Major Funds**

<u>Expenditure by Fund</u>	<u>Year-to-Date Actual</u>	<u>Annual Budget</u>	<u>% of Budget Remaining</u>
Capital Improvement Fund	\$ 178,817	\$ 366,000	51%
Parks and Stormwater Fund	\$ 394,925	\$ 405,536	3%
Economic Development Fund	\$ 12,706	\$ 269,000	95%
Street Improvement	\$ -	\$ 516,950	100%
Sewer Lateral	\$ 7,200	\$ 45,000	84%
Judicial Education	\$ -	\$ 2,000	100%
Total Expenditures	<u>\$ 593,648</u>	<u>\$ 1,604,486</u>	<u>63%</u>

**CITY OF NORMANDY, MISSOURI  
AN ORDINANCE**

**1<sup>st</sup> READING 03/11/2025**

**2<sup>nd</sup> READING \_\_\_\_\_**

**BILL NO. 25-10**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF NORMANDY, MISSOURI, AMENDING CHAPTER 405: ZONING REGULATIONS, BY THE AMENDMENT OF CERTAIN EXISTING PARKING REGULATIONS AND THE ENACTMENT OF A NEW SECTION 405.757 REGULATING PARKING IN ALL ZONING DISTRICTS**

**WHEREAS**, §§ 89.020 and 89.040 RSMo empower the City Council of the City of Normandy to adopt zoning regulations for the purpose of promoting the health, safety, and general welfare of the community, which are designed to lessen congestion in the streets, prevent overcrowding of land, and to facilitate the adequate provision of transportation; and

**WHEREAS**, the City Council has previously enacted zoning ordinances establishing parking requirements in the various zoning districts for the purposes set forth above; and

**WHEREAS**, § 89.060 RSMo empowers the City Council to amend and modify the City's Zoning regulations; and

**WHEREAS**, the City Council previously referred the revision of the City's parking requirements to the Planning and Zoning Commission of the City of Normandy, and the Planning and Zoning Commission forwarded a favorable recommendation of the proposed revisions to the City Council; and

**WHEREAS**, the City Council of the City of Normandy, Missouri, held a public hearing thereon at Normandy City Hall on \_\_\_\_\_, 2025, beginning at 6:30 p.m.; and

**WHEREAS**, notice of said public hearing had previously been published at least 15 days prior to the hearing in the St. Louis Countian, a newspaper of general circulation in the City of Normandy and otherwise posted and published in accordance with Chapter 89, RSMo and applicable City ordinances; and

**WHEREAS**, all persons who presented themselves and desiring to be heard were given an opportunity to be heard and a copy of the proposed ordinance has been made available for public inspection prior to its consideration by the City Council, and the Bill was read by title in open meeting two times before final passage by the City Council; and

**WHEREAS**, the City Council being fully informed finds that that the revision of the City's parking requirements will be in the best interest of the City and its residents and will not adversely affect the character of the neighborhood, traffic conditions, fire hazards, public utility facilities, and other matters pertaining to public health, safety and general welfare of the community;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMANDY, MISSOURI, AS FOLLOWS:**

Section 1

Section 405.310 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE V                      “C” TWO-FAMILY DWELLING DISTRICT**

**Section 405.310                      Parking Regulations.**

The parking requirements for all permitted and special uses in the “C” Two-Family District shall be as set out in Section 405.757.

Section 2

Section 405.390 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE VI                      “D” MULTIPLE-DWELLING DISTRICT**

**Section 405.390                      Parking Regulations.**

The parking requirements for all permitted and special uses in the “D” Multiple-Dwelling District shall be as set out in Section 405.757.

Section 3

Section 405.470 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE VII                      “E” NEIGHBORHOOD SHOPPING DISTRICT**

**Section 405.470                      Parking Regulations.**

The parking requirements for all permitted and special uses in the “E” Neighborhood Shopping District shall be as set out in Section 405.757.

Section 4



Section 405.540 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE VIII                      “F” COMMERCIAL DISTRICT**

**Section 405.540                      Parking Regulations.**

The parking requirements for all permitted and special uses in the “F” Commercial District shall be as set out in Section 405.757.

Section 5

Section 405.610 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE IX                      “G” LIGHT INDUSTRIAL DISTRICT**

**Section 405.610                      Parking Regulations.**

- A.     The parking requirements for all permitted and special uses in the “G” Light Industrial District shall be as set out in Section 405.757.
- B.     In connection with every parcel of land in an industrial District, on which a permitted manufacturing or storage use is conducted, there shall be provided space for all the vehicles used directly in the conducting of such use, and there shall be provided space of not less than two hundred (200) square feet for the parking of not less than one (1) vehicle for each two (2) persons employed on such parcel of land, together with ingress and egress thereto. If such vehicle standing space is not provided on the same parcel of land on which such use is conducted, it shall be provided within a distance of not to exceed four hundred (400) feet from the main entrance to such use, and such vehicle standing space shall be deemed to be required open space on the parcel of land on which the same is located and shall not thereafter be reduced or encroached upon in any manner, except upon approval by the Board of Adjustment.

Section 6

Section 405.1020 of the Code of Ordinances of the City of Normandy is hereby amended to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE XIX                      “MU” MIXED-USE DISTRICT**

**Section 405.1020                      Parking Regulations.**

The parking requirements for all permitted and special uses in the “MU” Mixed-Use District shall be as set out in Section 405.757.

Section 7

Chapter 405: Zoning Regulations of the Code of Ordinances of the City of Normandy is hereby amended by the enactment of a new Section 405.757 to read as follows:

**CHAPTER 405                      ZONING REGULATIONS**

**ARTICLE XII                      ADDITIONAL USE, HEIGHT, AND AREA REGULATIONS  
AND EXCEPTIONS**

**Section 405.757                      Parking Regulations.**

- A.      Uses in all zoning districts shall comply with minimum requirements listed by use category in the table below:

<b>Use Category</b>	<b>Minimum Parking Requirement</b>
Barber Shops/Salons	1 space for each employee and 1 space for each service chair
Bowling alleys	2 spaces per alley
Churches	1 space for every 4 seats or for every 8 feet of bench or pew length
Civic Organizations	1 space for every four seats
Dry cleaning and laundry pickup	1 per 1000 GFA
Equipment sales, service, rental, and repair	2 per 1,000 GFA
Financial institutions	2 per 1000 GFA
Fitness centers	2 per 1000 GFA
Furniture store, retail	2 per 1000 GFA
Gasoline station	1 space for every employee on the maximum shift
Grocery and convenience retailers, under 5000 SF	2 spaces per 1,000 SF of floor area
Hardware retailer	2 per 1000 GFA
Hotels and other traveler accommodations	1 space for every sleeping unit
Multi-family dwellings	1 space for every living unit
Offices of Dentists, Physicians, or other Health Practitioners	2 per 1000 GFA
Other offices and office buildings	2 per 1000 GFA
Recreation centers	3 spaces per 1000 GFA

Restaurants (drive through)	1 space for every 4 seats plus 2 spaces for every 3 employees on the maximum shift and 3 stacking plus 1 at order station
Restaurants (no drive-through), taverns, and bars	1 space for every 6 seats plus 2 spaces for every 3 employees on the maximum shift, or 8.0 per 1000 GFA
Retail sales	3 per 1000 GFA
Scientific Research and Development services	1 space for each employee on the maximum shift
Technical and Trade Schools	1 space for every classroom and office, plus one space for every 4 students over 16 years of age
Theaters	1 space for every 4 seats
Tobacco, Electronic Cigarette and Other Smoking Supplies	2 spaces per 1000 Gross Floor Area (GFA)
All other Uses	2 per 1000 GFA

B. *Computation of Number of Required Spaces and Modification.* In computing the number of parking spaces required under this section, the following rules shall govern:

1. Where fractional spaces result, the parking spaces required shall be the nearest whole number.
2. In the case of mixed uses, the parking spaces required shall equal the sum of the requirements of the various uses computed separately.
3. With the approval of the City Council after an analysis by a registered professional engineer experienced in traffic and parking studies and where the same parking spaces would be used by different uses at different times of the day, there may be modifications of the parking requirements for any mixed uses.
4. The number of parking spaces required in conjunction with a special use may be modified by the City Council if conditions for such special use warrant a deviation from the requirements of this section.
5. Whenever a building or use constructed or established after February 10, 1969, is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity or otherwise, parking spaces shall be provided on the basis of the enlargement or change. Whenever a building or use existing prior to February 10, 1969, is reconstructed or is enlarged to the extent of twenty percent (20%) or more in floor area, said building or use in its entirety shall then and thereafter comply with the parking requirements set forth herein. Any enlargement or change in use of less than twenty percent (20%) of the gross floor area shall be provided with parking based on the enlargement or change.

C. *Location.* Required parking spaces shall be located:

1. For residential uses, on the same lot with the use served.
2. For any other uses, within five hundred (500) feet walking distance of said use. Where the required parking spaces are not located on the same lot with the building or use served, the usage of the lot or tract upon which said parking spaces are provided shall be restricted by an instrument of record describing the premises for which said parking is provided and assuring the retention of such parking so long as required by this Chapter. A copy of such recorded instruments shall be provided to the City upon recording.
3. Two (2) or more owners of separate lots or tracts may join together to provide the required parking spaces. In order for any such shared parking agreement to satisfy the parking requirements of this Section, the parties to such agreement must provide to the City a copy of a written agreement signed by the owners of any property subject to the agreement. In the event such written agreement is rescinded, voided, terminated, or otherwise ceases, the shared parking agreement shall no longer satisfy the parking requirements of this Section. Property owners shall be required to notify the City within 7 days of the date a shared parking agreement is rescinded, voided, terminated, or otherwise ceases.

D. *Design of Off-Street Parking Facilities.*

1. All off-street, accessible parking spaces shall adhere to ADA requirements and standards.
2. All parking areas, including driveways, shall be paved with impervious or pervious pavement, except where the Director of Public Works or his designee may approve an alternate dustproofing method.
3. All parking areas shall afford adequate drainage.
4. Off-street parking areas in the Commercial, Light Industrial, or Mixed-Use Districts shall provide ingress and egress to any public right-of-way only at such location as approved by the City and the transportation agency with jurisdictional authority such as the Missouri Department of Transportation or St. Louis County Department of Highways and Traffic.

Section 8

All other Sections and Subsections of Chapter 405: Zoning Regulations, of the Code of Ordinances of the City of Normandy, Missouri shall remain in full force and effect.

Section 9 – Repealed

All acts and parts of Ordinances or Resolutions heretofore adopted by the City in conflict with the provisions of this Ordinance are hereby repealed insofar as they conflict with the provisions of this Ordinance.

Section 10 – Severability

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, phrases, and words of this ordinance are severable, and if any section, paragraph, sentence, clause, phrase, or word(s) of this ordinance shall be declared unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect any of the remaining sections, paragraphs, sentences, clauses, phrases, and words of this ordinance since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid portion of the ordinance.

Section 11 – Codification

The Chapter, Article, Division, and/or Section assignments designated in this Ordinance may be revised and altered by the codification company servicing the City's Code of Ordinances upon supplementation of such code if, at the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

Section 12 – Effective Date

This Ordinance shall be in full force and effect upon the passage of this Ordinance and its approval by the Mayor and attested by the City Clerk.

**PASSED** by the Council of the City of Normandy and **APPROVED** by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Yolanda Campbell, President Pro Tem

(SEAL)

Attest:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman, City Attorney

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 25-20**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI, AUTHORIZING THE CITY CLERK TO ENTER INTO AN ANNUAL AGREEMENT WITH CLEARFLY TO PROVIDE TELEPHONE AND FAX SERVICES.**

**WHEREAS**, funds have been appropriated for said contracted professional services in the Administration Department of the Fiscal Year 2025 budget of the City of Normandy; and

**WHEREAS**, the City Council of the City of Normandy finds entering into an agreement with Clearfly to provide telephone and fax services.

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

The City Clerk and Mayor are hereby authorized to enter into an agreement with Clearfly, attached hereto in Exhibit A, and the rate proposal for services in Exhibit B.

**PASSED** by the City Council of the City of Normandy, Missouri on this   **th** day of **April**, 2025.

(SEAL)

\_\_\_\_\_  
Yolanda Campbell, President Pro Tem

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel



## **EXHIBIT A**

## **EXHIBIT B**



## MASTER SERVICES AGREEMENT

1. This Master Services Agreement ("Agreement") is entered into on the MSA Effective Date by and between - Customer (as described on the Signature Page of this Agreement) and Greenfly Networks Inc., d/b/a Clearfly Communications ("Clearfly") located at 88 King St, Suite 1118, San Francisco, CA, 94107. This Agreement provides the general terms and conditions applicable to Customer's purchase of communications services as provided hereunder by Clearfly.

### 2. Services.

(a) Scope. This Agreement governs Customer's purchase and Clearfly's provision of telecommunications equipment and services (collectively, the "**Service(s)**"). These Services are more fully described in the applicable Service documents (each, a "**Service Schedule**") available at <https://portal.clearfly.net/>, which may be modified, from time to time, at the sole discretion of Clearfly.

(b) Restrictions. The Services are provided for Customer's sole and exclusive benefit. Accordingly, Customer may not rent, lease, lend, redistribute, resell or otherwise make the Services available to any third party. Without limiting the foregoing, at all times during the MSA Term (defined below) Customer agrees to abide by Clearfly's Acceptable Use Policy located at <https://www.clearfly.net/legal/aup> and Clearfly's Portal Terms and Conditions located at <https://portal.clearfly.net/>, where each may be modified, from time to time, at the sole discretion of Clearfly.

(c) Rate & Fee Schedule. Clearfly will provide Customer with a proposed list of Services detailing the monthly recurring charges, usage-based rates, and non-recurring price elements applicable to the proposed Services (the "**Rate Schedule**"). The Rate Schedule shall also contain the minimum duration for which Services may be provided ("**Contract Term**"). Miscellaneous charges for moves, adds, and changes to the Services will be listed in a Fee Schedule ("**Fee Schedule**") located at <https://portal.clearfly.net/>, which Clearfly reserves the right to amend, from time to time, and in its sole discretion. When a Service charge is listed in both the Rate Schedule and Fee Schedule, the Rate Schedule charge will take precedence.

(d) Submission and Acceptance of Service Orders(s). Customer may submit requests for Services in a form designated by Clearfly (the "**Service Order(s)**"). Service Orders shall contain the quantity of Services ordered and the Customer address at which Services will be provided (the "**Service Location**") Clearfly may accept or reject any Service Order, in its sole discretion. Clearfly will notify Customer of acceptance of the Service Order by delivering (in writing or electronically) a confirmation (the "**Firm Order Confirmation**") containing the estimated date by which Clearfly will install Service (the "**Firm Order Commit Date**"). If Customer submits Service Orders electronically, Customer shall assure that any passwords or access devices are made available only to those having authority to submit or receive Service Orders.

(e) Management Group. Customer may designate Customer's business partner (the "**Management Group**"), so authorized by the Customer through submission of an approved form of a Letter of Agency to Clearfly, to submit Service Orders and/or Change Orders (defined below) and otherwise communicate directly to Clearfly on the Customer's behalf. Customer hereby agrees it will be bound by any such Service Orders or Change Orders submitted by its authorized Management Group and accepted by Clearfly, in accordance with this Section. Customer may revoke the Management Group's authorization at its sole discretion at any time by notifying Clearfly.

(f) Changes. Customer or Management Group may request changes to the Services by describing such changes in a request, submitted in an approved form (the "**Change Order**") to Clearfly. Clearfly, in its sole discretion, may accept or reject any Change Order by notification to Customer within fifteen (15) days of Clearfly's receipt of same. If Clearfly elects to accept a Change Order, then Clearfly will provide Customer with a Firm Order Confirmation, inclusive of a Firm Order Commit Date and a written estimate of any additional fees that apply based on Clearfly's then-current Fee Schedule. Upon timely receipt of Customer's written or electronic acceptance of the Firm Order Confirmation, Clearfly will execute the Change Order.

(g) Equipment. As between the parties, Clearfly retains all right, title and interest in and to all hardware (and any software or firmware included therein) provided to Customer under this Agreement (collectively, "**Equipment**"). Customer warrants that it will: (i) use Equipment only for the purpose of receiving the Services and in accordance with this Agreement, Clearfly's written instructions that may be communicated to Customer from time-to-time during the Contract Term and/or any written end user terms and conditions that may be provided to Customer with the Equipment; (ii) not decompile, disassemble or reverse engineer any Equipment; (iii) not to create or allow any charges, liens, pledges or other encumbrances



to be created over the Equipment; (v) permit Clearfly to inspect, test, maintain and replace the Equipment at all reasonable times during the Term upon reasonable advance notice; and (vi) upon any expiration or termination of this Agreement, comply with Section 4(g)(i) in this Agreement. Customer is liable for any lost or stolen Equipment once it is received at the Service Location, and for damages to Equipment caused by (y) Customer's acts, omissions or breach of this Agreement; or (z) any Customer facilities, equipment, personnel or contractors.

(h) Maintenance. Clearfly may from time-to-time suspend Customer access to the Services in order to perform scheduled maintenance. Scheduled maintenance will not normally result in Service interruption, however, if scheduled maintenance requires Service interruption, Clearfly will: (i) provide Customer with reasonable advance notice of any such suspensions, (ii) work with Customer to minimize such interruptions and (iii) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time.

### 3. Fees and Payments

(a) Invoices. Customer will pay Clearfly all amounts owed for Services ("**Service Fees**") based on the quantities, amounts and Contract Term start date set forth in the Service Order(s) and any applicable addendum(s) to the Service Order. Clearfly will invoice Customer for all Service Fees in accordance with the billing methodology described within the applicable Service Schedule(s). Customer will be able to view and download these invoices via Clearfly's online portal located at <https://portal.clearfly.net/>. Clearfly will provide an email copy of the invoice, and notification to Customer when invoices are available for download from the above link.

(b) Taxes and Surcharges. Clearfly's Service Fees are exclusive of all local, state, federal and foreign taxes, levies, or duties of any nature, including but not limited to value added, consumption, sales, use, gross receipts, excise, access, bypass, ad valorem, franchise or other taxes, fees, duties or surcharges (including regulatory and 911 surcharges) along with similar charges stated in a Customer Invoice (collectively "**Taxes and Surcharges**"). Customer is solely responsible for payment of all applicable Taxes and Surcharges, excluding only United States taxes based on Clearfly's net income. If Clearfly must pay or collect taxes or surcharges for which Customer is responsible under this Section, Clearfly will invoice the applicable amount to Customer and Customer will repay Clearfly for all such invoiced Taxes and Surcharges, unless Customer has provided Clearfly with a valid tax and/or surcharge exemption certificate authorized by the appropriate administration oversight authority prior to the issuance of such invoice. Taxes and Surcharges assessed before proof of exemption is delivered by Customer and accepted by Clearfly will not be refunded regardless of the effective date of the tax or surcharge exemption provided. Upon Clearfly's acceptance of such tax or surcharge exemption, it remains the sole responsibility of the Customer to notify Clearfly, in writing, if and when such exemption becomes no longer applicable. Customer agrees to indemnify and hold Clearfly harmless from and against any taxes or surcharges (including any interest and/or penalties) levied or asserted against Clearfly as a result of its provision of Services under this Agreement.

(c) Payment. Customer will pay the balance of all amounts owed to Clearfly within fifteen (15) days of the date of the invoice (the "**Invoice Date**") on which said amounts first appear (or other date as specified by Clearfly, in its sole discretion) (the "**Due Date**"). If Customer fails to pay any amounts owed to Clearfly by the applicable Due Date, then Customer will be assessed by Clearfly a late fee ("**Late Fee**") equal to (i) one and one-half percent (1½%) per month of the unpaid balance due, the result not below the Late Fee administrative processing cost of \$30.00; or (ii) the maximum amount allowed by law. The Late Fee will be assessed on all balances due and unpaid as of twenty-five (25) days after the Invoice Date, and assessment will be considered written notification to Customer of a material breach of this Agreement. Any balance due that remains unpaid and outstanding as of forty-five (45) days after the Due Date will be cause for termination of the Service.

(d) Security Deposit. To the extent Clearfly, in its own determination, finds that the financial condition of the Customer has substantially deteriorated at any time during the MSA Term (defined below), Clearfly reserves the right to demand a deposit for security of payment ("**Security Deposit**") in the amount of either (i) the sum of the invoiced Service Fees from the previous two invoices, or, (ii) in the case of customers for which two invoices have not yet been rendered, two times the monthly recurring amount of Service Fees listed on the Customer's Service Order(s). Such determination may, for example, be made if the Customer incurs a Late Fee for three successive months. Customer must submit, and Security Deposit must be received by Clearfly within ten (10) days of such demand notice or Service(s) may be terminated under Section 4(c) following, with Customer having already received three notices of breach (i.e. the Late Fee notice), and having failed to remedy such breach. For the removal of doubt, successive failures to remit total amounts due in timely fashion constitute a continuing breach and not separate breaches.

(e) Alternative Payment Method Convenience Fee ("Convenience Fee"). Clearfly accepts ACH debit or credit as its default method of Customer payment. For Customer convenience, Clearfly will accept mailed paper checks and credit or debit cards as alternative methods of payment subject to a fee. Customer hereby acknowledges that such provision is a convenience, provided at material cost to Clearfly. Such cost is recovered through the Convenience Fee, assessed only on

Customers using an alternative method of payment. The Convenience Fee is 3% of the transaction amount. The Convenience Fee will be reflected on the Clearfly invoice as an included charge of an alternative remittance amount for Customers choosing this payment method.

#### 4. Term and Termination.

(a) "MSA Term" means the term of this Agreement and shall extend in perpetuity, or until such time as all obligations of Clearfly and Customer have been fulfilled under this Agreement for all Services provided by Clearfly through Service Orders executed under this Agreement.

(b) If Clearfly, continues to provide any Service to Customer after the Contract Term of such Service expires, it will do so at Clearfly's then current rates for successive thirty (30)-day periods, from the expiration date until such Service is terminated in accordance with this Section 4 ("**Month-to-Month Term**"), or until a replacement Service Order for such Service is executed by the parties.

(c) Termination for Cause. Either party may terminate any Service associated with the Agreement upon thirty (30) days' prior written notice if the other party is in material breach of this Agreement and fails to remedy the breach within the thirty (30)-day notice period.

(d) Termination for Convenience. Either party may terminate any Service associated with the Agreement for any or no reason upon no less than thirty (30) days' prior written notice to the other party.

(e) Termination for Conditions Beyond Clearfly's Control. Customer understands and hereby acknowledges that Clearfly may obtain the use of physical transmission facilities to the Service Location through various arrangements with underlying facilities-based providers. Therefore, Clearfly reserves the right to terminate any Service associated with this Agreement, in whole or in part, with sixty (60) days' prior written notice, if Clearfly is unable to secure and/or maintain its access to such third-party transmission facilities.

(f) Regulatory and Legal Changes. THIS SECTION APPLIES ONLY TO SERVICES AND DOES NOT PERTAIN TO CHANGES IN APPLICABLE TAXES AND/OR SURCHARGES. If any change in applicable law, regulation, rule or order materially affects delivery of any Service provided under this Agreement, the parties will negotiate appropriate changes to the affected Service documents and/or this Agreement. If the parties are unable to reach agreement within 30 days after either party's delivery of written notice to the other requesting renegotiation: (i) Clearfly may pass any increased costs relating to delivery of the Service through to Customer and (ii) if Clearfly does so, Customer may terminate the affected Service without termination liability by delivering written notice to Clearfly within 30 days of receiving written notice that Clearfly is passing along the increased costs.

#### (g) Effects of Termination.

(i) Customer Obligations. Within thirty (30) days following the expiration or termination of the Contract Term of any Service associated with the Agreement, Customer must (i) pay to Clearfly all outstanding balances for Service Fees; (ii) either return or permanently destroy all Clearfly Confidential Information within its possession or control and promptly certify the same in writing to Clearfly upon Clearfly's request; and (iii) return, in undamaged condition, all Clearfly Equipment associated with such Service. In connection with clause (iii) in the foregoing sentence, (a) Clearfly will provide Customer with a pre-paid shipping label that Customer may use to return all Equipment; (b) Customer bears the risk of loss for such Equipment until it is delivered to the shipping company set forth on the shipping label in undamaged and properly packaged condition; and (c) Customer acknowledges and agrees that (y) Clearfly will continue billing Customer for Equipment until it has been delivered to the shipping company set forth on the shipping label; and (z) except in the case of a Month-to-Month Term, if any Equipment is not returned to Clearfly within forty-five (45) days following the date of Contract Term expiration or termination, then Customer will be charged the manufacturer's then-current retail price for the non-returned Equipment.

(ii) Early Termination Fee. If Customer terminates any Service associated with this Agreement under Section 4(d) above, then Customer must pay to Clearfly, within ten (10) days of the termination date, a fee equal to the sum of (i) all outstanding Service Fees; and (ii) the sum of recurring monthly Service Fees listed in the Service Order times the number of months remaining in the Contract Term, for each terminated Service. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING AMOUNT (I) IS A GENUINE PRE-ESTIMATE OF CLEARFLY'S LOSS THAT WILL ARISE FROM CUSTOMER'S EARLY TERMINATION OF THIS AGREEMENT BECAUSE THE ACTUAL AMOUNT IS IMPOSSIBLE TO CALCULATE, AND (II) SHALL NOT BE DEEMED OR CONSIDERED A PENALTY TO CUSTOMER. For the avoidance of doubt, the foregoing liquidated damages provision does not apply to any Month-to-Month Term.



(iii) Survival. This Agreement will survive any termination or expiration of the Contract Term of any Service provided under this Agreement.

5. 911 and E911 Notice and Disclosure. The Federal Communications Commission requires that Clearfly, like all Voice Over Internet Protocol ("VoIP") service providers, informs its customers of any differences between the 911 and E911 access capabilities available through the Services ("VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline non-VoIP telephone service. **By executing this Agreement, Customer affirmatively acknowledges that (i) it has read and understands this Section 5, (ii) it may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service as further described below, and (iii) it must affirmatively inform users of the Services that they may not be able to contact emergency services by dialing 9-1-1 using the VoIP 911 and E911 Service.**

(a) **THE VOIP 911 AND E911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE EVEN IF CUSTOMER HAS MADE BACKUP POWER PROVISIONS FOR CUSTOMER PREMISE EQUIPMENT.** Customer understands and acknowledges that the VoIP 911 and E911 Service may not function in the event of a power failure or disruption and may not operate even if Customer has made provisions to alleviate a loss of power condition at the Service Location. Should there be an interruption in the utility-provided power to the Service Location, the Services, including the VoIP 911 and E911 Service, may not function until utility-provided power is restored. Further, the Equipment may need to be reset in order to return to operational status.

(b) **THE VOIP 911 AND E911 SERVICE WILL NOT OPERATE IF CUSTOMER'S BROADBAND CONNECTION IS DISRUPTED.** Customer understands and acknowledges that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by Clearfly will prevent Customer and users from using the Services, including the VoIP 911 and E911 Service.

(c) **THE VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF CUSTOMER DISABLES, DAMAGES OR MOVES THE EQUIPMENT AND/OR MOVES THE SERVICES TO A LOCATION OTHER THAN THE REGISTERED ADDRESS OF THE SERVICE LOCATION SET FORTH IN THE CLEARFLY PORTAL OR MIS-CONFIGURES THEIR OWN E911 REGISTRATIONS.** Customer understands and acknowledges that VoIP 911 and E911 Service may not function properly if Customer moves the Equipment and/or Services to a street address different than that of the Service Location address, as configured in the Clearfly Portal <https://portal.clearfly.net/>, and this also applies to Services that allow the Customer to configure and update their own E911 registrations. Customer also acknowledges that it may take up to 4 hours for any change in Service Location address to be processed. For Services which don't allow the Customer to configure E911 registrations, the Customer must notify Clearfly at least ten (10) days in advance of any and all planned changes to any Service Location address by contacting Clearfly at <https://portal.clearfly.net/>. Failure to provide or configure the current and correct Service Location address may result in any 911 call the Customer or its users dial being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.

(d) **EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY CUSTOMER'S PHONE NUMBER IN ORDER TO CALL CUSTOMER BACK.** Customer understands and acknowledges that public safety answering point ("**PSAP**") and emergency personnel may not be able to identify Customer's telephone number in order to call Customer back if a call from the Customer's Service Location to the PSAP cannot be completed, is dropped or disconnected, and/or if Customer's VoIP 911 or E911 Service is not operational for any reason.

6. Confidential Information.

(a) Definition. "**Confidential Information**" means all non-public information disclosed by one party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, which is either designated as confidential at the time of disclosure or reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes, without limitation, business and marketing plans, software, technology and technical information, and product or service specifications. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

(b) Protection. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the



Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. Customer Privacy. Clearlyfly respects Customer's privacy. Accordingly, Clearlyfly's information collection, use and disclosure practices with respect to Customer's use of the Services are set forth in its Privacy Policy located at <https://www.clearfly.net/legal/privacy>, and its Customer Proprietary Network Information Policy located at <https://www.clearfly.net/legal/cpni> which are hereby incorporated herein.

8. Representations and Warranties.

(a) Mutual. Each party hereby represents and warrants to the other party that: (i) it is duly organized and validly existing under the laws of the state of its incorporation; (ii) the person executing the Agreement on behalf of the party is authorized to do so; (iii) the execution, delivery and performance of the Agreement by such party does not violate any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it; and (iv) such party will comply with all applicable federal, state and local laws, rules and regulations in fulfilling its obligations hereunder.

(b) Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS SECTION 8, CLEARFLY PROVIDES THE SERVICES TO CUSTOMER ON AN "AS IS" BASIS. ACCORDINGLY, CLEARFLY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, (I) CLEARFLY WILL NOT BE LIABLE TO CUSTOMER FOR (A) ANY LIABILITIES OR LOSSES ARISING FROM THE 911 OR E911 SERVICES, OR (B) ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF USE, LOSS OF BUSINESS, LOSS OF PROFITS OR LOSS OF REVENUES (INCLUDING, WITHOUT LIMITATION, SUCH LOSSES IN ANY WAY RELATED TO WHITE PAGES DIRECTORY LISTINGS); AND (II) CLEARFLY'S TOTAL LIABILITY TO CUSTOMER FOR ANY DAMAGES OF ANY KIND ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT CUSTOMER HAS PAID TO CLEARFLY UNDER THIS AGREEMENT.

~~10. Indemnification. Customer hereby agrees it will defend, indemnify, and hold harmless Clearlyfly, its officers, directors, employees, affiliates and agents, from any and all third party claims, losses, damages, fines, penalties, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from Customer's breach of this Agreement.~~

11. Dispute Resolution.

(a) Mandatory Arbitration. THE PARTIES AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS AND PERMITTED ASSIGNS AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(i) Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (the "**Arbitration Notice**"). The Arbitration Notice should be sent to the attention of the other party's signatory to this MSA, at its address first set forth above. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought (the "**Demand**"). If the parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, then either party may commence an arbitration proceeding as set forth below or file a claim in small claims court. THE AMERICAN ARBITRATION



ASSOCIATION (“AAA”) WILL ADMINISTER THE ARBITRATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (“Rules”), AS MODIFIED BY THESE TERMS. The Rules and AAA forms are available at [www.adr.org](http://www.adr.org).

(ii) Arbitration Proceeding. The arbitration will be in English. A single independent and impartial arbitrator will be appointed pursuant to the Rules, as modified herein. The parties agree to comply with the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (i) the arbitration will be conducted by telephone, online and/or be solely based on written submissions, the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration will not require any personal appearance by the parties or witnesses unless otherwise mutually agreed in writing by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(iii) No Class Actions. EACH PARTY AGREES THAT IT MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID.

(iv) Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within one hundred twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice. All arbitration proceedings will be closed to the public and confidential and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply California law in conducting the arbitration. The parties acknowledge that this Agreement and Customer’s receipt of the Services evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to the Mandatory Arbitration clause in this Agreement.

(b) Equitable Relief. The foregoing provisions of this Dispute Resolution section do not apply to any claim in which Clearly seeks equitable relief of any kind. Customer acknowledges that, in the event of a breach of this Agreement by Clearly or any third party, the damage or harm, if any, caused to Customer will not entitle Customer to seek injunctive or other equitable relief against Clearly, and Customer’s only remedy will be for monetary damages, subject to the limitations of liability set forth in this Agreement.

(c) Claims. The parties agree that, notwithstanding any other rights each may have under law or equity, any cause of action arising out of or related to this Agreement, excluding a claim for indemnification, must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

(d) Improperly Filed Claims. All claims Customer brings against Clearly must be resolved in accordance with this Dispute Resolution section. All claims filed or brought contrary to this Dispute Resolution section will be considered improperly filed. Should Customer file a claim contrary to this Dispute Resolution section, Clearly may recover attorneys’ fees and costs up to \$5,000, provided that Clearly has notified Customer in writing of the improperly filed claim, and Customer has failed to promptly withdraw the claim.

(e) Enforceability. If only Section 11(a)(ii) or the entirety of this Section 11 is found to be unenforceable, then the entirety of this Section 11 will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 12(b) will govern any action arising out of or related to this Agreement.

## 12. General Provisions.

(a) Order of Precedence. In the event of any conflict or inconsistency between the terms in this Agreement and the Service Order, the terms in this Agreement will control.

(b) Governing Law and Venue. This Agreement will be governed by the laws of the State of ~~California~~ <sup>Missouri</sup>, without regard to its conflicts of law principles. Any disputes arising under this Agreement must be heard solely in the state or federal



St. Louis County, Missouri  
courts located ~~San Francisco County, California~~ Each party hereby waives any right to challenge the exclusive venue of these courts.

(c) Severability. In the event that any court or administrative agency with proper jurisdiction determines that any provision of this Agreement is unenforceable, that provision will be deemed severed from this Agreement, but the remainder of this Agreement will remain in full force.

(d) Waiver. All waivers of rights under this Agreement must be made in writing and signed by an authorized representative of the party making the waiver.

(e) Assignment. This Agreement may not be assigned by Customer without the prior express written consent of Clearfly. Clearfly may assign this Agreement in its sole discretion without notice to or consent from Customer to any successor in connection with any merger, acquisition, reorganization or sale of all or substantially all of its assets or the portion of its business to which this Agreement relates. Any assignment or attempted assignment in violation of this Section will be void.

(f) Amendment. This Agreement may not be amended except in writing signed by authorized representatives of both parties.

(g) Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. For the avoidance of doubt, electronic signatures will be given the same effect as ink signatures.

(h) Entire Agreement. This Agreement, including all associated Service Order(s) (as individually and separately accepted by Clearfly under its Service Order Acceptance practices which may change from time to time at Clearfly's sole discretion), all Attachments and Amendments (i) constitutes the entire agreement and understanding between the parties with respect to Customer's purchase of access to the Services; and (ii) supersedes all prior or contemporaneous agreements, whether oral, written, express or implied, between the parties.

(i) Notices. All communications, notices and disclosures required or permitted by this Agreement will be in writing and directed to the attention of the other party's signatory to this MSA, at its address first set forth above, and will be deemed to have been given at the earlier of the date: (i) when delivered personally or by messenger or by overnight delivery service by a recognized commercial carrier; (ii) three (3) days after being mailed by registered or certified United States mail, postage prepaid, return receipt requested; or (iii) when received via electronic mail and confirmed by telephone or reply e-mail, in all cases addressed to the party at its address set forth above, or to such other address as a party will have designated by notice in writing to the other party in accordance with this sentence.

(j) Force Majeure. Neither party to this Agreement will be liable to the other party for any failure or delay in fulfilling an obligation under this Agreement, if that failure or delay is attributable to circumstances beyond its control, including any fire, power failure, labor dispute, or government action or inaction ("**Force Majeure Event**"). If a party's performance is delayed or prevented by a Force Majeure Event, that party will immediately provide notice of the delay or failure to the other party. The deadline for fulfilling the obligation in question will be extended for a period of time equal to that of the continuance of the Force Majeure Event.

Thank you for choosing Clearfly!

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the MSA Effective Date.

**GREENFLY NETWORKS INC. D/B/A  
CLEARFLY**

**CUSTOMER**

DM  
**Signature**

City of Normandy  
**Account Name**

Tim Dodge  
**Name**

7700 NATURAL BRIDGE RD  
**Address**

VP Operations  
**Title**

NORMANDY, MO 63121  
**City, State ZIP**

4/7/2025  
**Date Signed (MSA Effective Date)**

43-6003600  
**Tax Identifier (EIN/SSN)**

Signature of authorized person

Khianna Ward DeGarmo  
**Name**

**Signature**

**Date Signed**



**Note:** This document is a proposal for services and should be viewed as an estimate of future costs. When ordering services Customer may request changes in quantities which can affect the estimated cost elements below.

**Account Name:** City of Normandy

Order Information	
Rate Sheet	Q138337
Revision	2
Created	4/04/2025
Valid Until	5/19/2025
Contract Term (months)	12

Partner Information	
Name	The Brookfield Group
Account Manager	Jason Reed

Summary		
Site	Recurring	One-Time
7700 NATURAL BRIDGE RD NORMANDY MO 63121	\$236.50	\$0.00
<hr/>		
Subtotal:	\$236.50	\$0.00
Taxes:	\$64.26	\$0.00
Total:	\$300.76	\$0.00

*\*Taxes are an estimate and may differ from actual invoices due to tax rate changes and actual services provided.*



#### Service Address

<b>Address</b>	7700 NATURAL BRIDGE RD	<b>City</b>	NORMANDY
<b>State</b>	MISSOURI	<b>ZIP Code</b>	63121

#### Products and Services

Product Name	Qty	Recurring	One-Time	Total Recurring	Total One-Time
Clearphone SIP Trunk	10	\$17.25	\$0.00	\$172.50	\$0.00
Clearphone Telephone Number	16	\$0.25	\$0.00	\$4.00	\$0.00
cFax 1,500	1	\$30.00	\$0.00	\$30.00	\$0.00
cFax 250	2	\$10.00	\$0.00	\$20.00	\$0.00
cFax Analog Adapter	1	\$10.00	\$0.00	\$10.00	\$0.00
<b>Total:</b>				<b>\$236.50</b>	<b>\$0.00</b>



## Rate Schedule

Name	Rate
Burst Calls	\$0.25
cFax 1,500	\$30.00
cFax 250	\$10.00
cFax Analog Adapter	\$10.00
cFax Overage Pages	\$0.05
Clearphone SIP Trunk	\$17.25
Clearphone Telephone Number	\$0.25

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 25-11**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI, REAPPOINTING CHRISTOPHER DULLE TO THE OFFICE OF MUNICIPAL JUDGE OF THE 21<sup>ST</sup> JUDICIAL CIRCUIT COURT FOR THE NORMANDY MUNICIPAL COURT.**

**WHEREAS**, Chapter 140 of the City of Normandy Code of Ordinances (the “Normandy Code”) provides for the process for appointment, qualification, and powers and duties of the Office of the Municipal Judge; and

**WHEREAS**, pursuant to Section 140.030 of the Normandy Code, the Mayor of the City of Normandy has chosen to reappoint Christopher Dulle, being duly qualified, to a third term of office and is seeking the approval of the City Council regarding the appointment; and

**WHEREAS**, the City Council of the City of Normandy has found the appointee has met the qualifications for the office as set out in Chapter 140 of the Normandy Code and wishes to approve the appointment as recommended by the Mayor.

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

Pursuant to Section 140.030 of the Normandy City Code, the Mayor hereby appoints and the City Council hereby approves the appointment of Christopher Dulle to the Office of the Municipal Judge of the 21<sup>st</sup> Judicial Circuit Court for the Normandy Municipal Court to a term set to expire in April 2027, pursuant to Section 140.040 of the Normandy City Code. The compensation and other terms of said appointment are outlined in more detail in the Contract attached hereto as Exhibit A, which the Council hereby authorizes the Mayor to execute on behalf of the City.

**PASSED** by the City Council of the City of Normandy, Missouri on this   **th** day of April, 2025.

(SEAL)

\_\_\_\_\_  
Yolanda Campbell, President Pro Tem

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew R. Bramman - Legal Counsel

## EXHIBIT A

EMPLOYMENT CONTRACT  
MUNICIPAL DIVISION JUDGE

THIS EMPLOYMENT CONTRACT for the Municipal Division Judge of the City of Normandy is entered into this \_\_\_\_ day of April, 2025 by and between the City of Normandy, Missouri ("City"), a municipality, and Chris Dulle, (hereinafter "Municipal Division Judge"), an individual.

WITNESSETH

WHEREAS, the City desires to employ the services of Chris Dulle as Municipal Division Judge of the City of Normandy as provided by the City Ordinance.

NOW, THEREFORE, in consideration of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

- **MUTUAL ASSENT TO EMPLOY**

The City Council hereby employs, engages, and hires Chris Dulle to act as Municipal Division Judge for the City of Normandy, and the Municipal Division Judge accepts and agrees to this employment engagement and hiring. The Municipal Division Judge acknowledges and agrees that he serves at the pleasure of the City, subject to the terms and conditions of this agreement.

- **DUTIES OF THE MUNICIPAL DIVISION**

The duties of the Municipal Division Judge shall be as described in the City's Municipal Code, which is incorporated herein by this reference. The Municipal Division Judge shall also be available to review warrants, issue findings and hold hearings as needed.

- **COMPENSATION AND BENEFITS**

In consideration for the successful performance of the duties as Municipal Division Judge, as referred to hereinabove, the City agrees to pay the Municipal Division Judge, and the Municipal Division Judge agrees to accept, in full payment for Municipal Division Judge's services, the total annual salary of Twenty-One Thousand Dollars (\$21,000.00), to be paid in monthly installments of One Thousand Seven Hundred Fifty Dollars (\$1,750.00) beginning May 1, 2025.

Additional Compensation

The above compensation reflects three (3) Court dockets per month. The City agrees to pay the Municipal Division Judge an additional \$550.00 for each additional docket/hearing/setting as determined by the City Council or scheduled by the City Clerk.

The City further agrees to pay the Municipal Division Judge an additional \$150 per hour for administrative duties, including meetings, training, or warrant review/signing.

- TERM

This Contract shall be come effective immediately and shall continue until terminated, consistent with the laws of the State of Missouri and the ordinances of the City of Normandy.

- SUBJECT TO APPROPRIATION

Notwithstanding any provision herein to the contrary, in the event of a nonappropriation of funds for this Contract by the City Council, this Contract shall terminate immediately and shall be, for all purposes of non-appropriation, considered termination of the Municipal Division Judge. Upon such occurrence, the severance provisions shall become effective.

- INSURANCE AND BONDING

The City shall insure and/or bond the Municipal Division Judge for all responsibilities, obligations, and duties to be performed within the scope of his employment; however, the City shall have no obligation to indemnify or defend the Municipal Division Judge for conduct or action undertaken in bad faith, is criminal in nature, constituting gross negligence, or for intentional, wrongful, or reckless acts.

- TERMINATION

Notwithstanding any other provision hereof to the contrary, upon sixty (60) days written notice, the City Council shall have the right to terminate the Municipal Division Judge at any time for any reason before expiration of the aforementioned term of employment or any renewal term even though during such time the Municipal Division Judge is willing and able to perform his duties.

In the event the Municipal Division Judge voluntarily resigns his position with the City before the expiration of the aforesaid term of employment, the Municipal Division Judge shall give the City thirty (30) days advance written notice.

This Contract shall terminate without further liability to the City, if death, permanent disability (extending six months or longer) or total incapacity shall render the Municipal Division Judge incapable of serving as the Municipal Division Judge.

- NOTICES

All notices required under this Contract shall be in writing and shall be hand-delivered to the address of the parties set forth below. Any party, by notice so given, may change the address to which future notices shall be sent.

Municipal Division Judge

Chris Dulle  
222 S. Meramec Ave.  
Suite 203  
Clayton, MO 63105

City of Normandy

City Council  
City of Normandy  
7700 Natural Bridge  
Normandy, MO 63121

- FINAL AND ENTIRE AGREEMENT

This Contract supersedes and controls all prior written and oral agreements and representations of the parties. To the extent this Contract is inconsistent with prior written and oral agreements, the provisions set forth herein shall control, supersede, and constitute the entire agreement of the parties. Additionally, by signing this agreement, the Municipal Division Judge warrants and represents that, as of the date of his signature below, he has no undisclosed claims against the City or any employee or representative thereof.

- AMENDMENTS AND MODIFICATIONS

This Contract shall not be amended or modified except by written agreement signed by both parties.

- INVALID PROVISION

Should any Court for any reason deem any provision of this Contract invalid or unenforceable, the remaining provisions shall nevertheless continue to be in full force and effect.

IN WITNESS THEREOF, the parties hereto have signed this Contract in duplicate, each counterpart of which is hereby deemed an original for all purposes

CITY OF NORMANDY, MISSOURI

\_\_\_\_\_  
Yolanda Campbell, President Pro Tem

\_\_\_\_\_  
Municipal Division Judge, Chris Dulle

**RESOLUTION  
CITY OF NORMANDY, MISSOURI**

**RESOLUTION NO. 25-22**

**A RESOLUTION OF THE CITY OF NORMANDY, MISSOURI, ACCEPTING A PROPOSAL BY PLANNING 2 PRESERVE LLC FOR THE CREATION OF A HISTORIC PRESERVATION PLAN.**

**WHEREAS**, pursuant to Section 405.1130 of the Code of Ordinances of the City of Normandy (the “Code”), the City of Normandy Historic Preservation Commission (the “Commission”) is tasked with the duty to develop and recommend a plan for the preservation of landmarks, historic districts, and other features of historic significance in the City of Normandy; and

**WHEREAS**, the Commission previously issued a Request for Proposals seeking proposals from qualified bidders in accordance with Chapter 145 of the Code for the creation of a historic preservation plan for the City of Normandy, and after receiving responses to its Request for Proposals, the Commission did review and recommend for approval the proposal submitted by Planning 2 Preserve LLC; and

**WHEREAS**, the City Council of the City of Normandy finds that the proposal submitted by Planning 2 Preserve LLC satisfies all applicable requirements of the City Code and that accepting such a proposal for the creation of a historic preservation plan would be in the best interest of the City and its residents.

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

The City Council of the City of Normandy hereby accepts Planning 2 Preserve LLC’s proposal for the creation of a historic preservation plan, as attached hereto as Exhibit A.

The City Council further directs the Mayor, City Administrator, and City Attorney to negotiate a contract with Planning 2 Preserve LLC for the services set forth in Exhibit A, for consideration by the City Council at a future meeting.

**PASSED** by the City Council of the City of Normandy, Missouri on this   **th** day of April, 2025.

(SEAL)

\_\_\_\_\_  
Yolanda Campbell, President Pro Tem

ATTEST:

\_\_\_\_\_  
Khianna C. DeGarmo, City Clerk

APPROVED AS TO FORM:

---

Andrew R. Bramman - Legal Counsel



## **EXHIBIT A**



**Proposal to City of Normandy  
Historic Preservation Plan  
RFP**

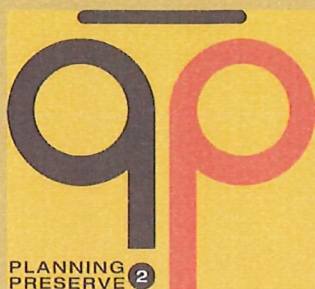
**Closing: March 13, 2025 3:00pm**

**Submitted by: Planning 2 Preserve, LLC**



*COVER PHOTO: WILSON PRICE HUNT HOUSE, STATE HISTORICAL  
SOCIETY OF MISSOURI DIGITIZED COLLECTIONS*



**Location:**

Planning 2 Preserve  
707 E Cervantes Street  
Suite B-298  
Pensacola, FL 32501

**Contact:**

jennywolfe@planning2preserve.com  
352.682.6982

Mr. Samuel Johnson  
City Administrator, City of Normandy  
7700 Natural Bridge Road  
Normandy, MO 63121

March 13, 2025

RE: Historic Preservation Plan  
Request for Proposals

Dear Mr. Johnson,

I am writing to express my interest in the City of Normandy's request for professional services to develop the Normandy Historic Preservation Plan. As the principal of Planning 2 Preserve (P2P), I bring 20 years of experience collaborating with local governments, community groups, and non-profit preservation organizations to develop local preservation programs. I am confident that the firm can produce a Historic Preservation Plan that achieves results in a professional, community-driven Historic Preservation Plan that builds on our expertise.

My passion for historic preservation began during my childhood in Cedar Rapids, Iowa, where landmarks like the Pioneer Village, historic Paramount Theater, and Czech Village instilled in me an appreciation for how buildings, communities, and spaces contribute to unique cultural identities. After relocating to the South for college, I expanded both my formal education and cultural exposure, using historic preservation as a vehicle to continuously learn while applying my professional expertise. Over the years, I've become recognized for addressing the challenges communities and local governments face when balancing historic preservation with evolving economic and environmental conditions.

My experience extends beyond Florida to historically significant areas including Chattanooga, Tennessee; Charleston, South Carolina; and communities in Pennsylvania. While working with the award-winning national firm Preservation Design Partnership, I addressed substantial preservation challenges including design guidelines, climate change adaptation, and environmental justice considerations. These varied experiences have established Planning 2 Preserve as a community-focused firm deeply committed to historic preservation values.

Thank you for considering my application for this important project. If selected, I can guarantee that Normandy will receive my dedicated attention and creative problem-solving which larger firms simply cannot match. Please contact me with any questions you may have.

Sincerely,

Jenny Wolfe, AICP, President  
Planning 2 Preserve, LLC



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## FEE PROPOSAL

Planning 2 Preserve, LLC is providing a proposed scope of services to deliver to the City of Normandy with a customized Historic Preservation Plan. Details are provided within this proposal, however, the primary benchmarks of a successful project will include the following:

1. A public engagement program developed with local community experts and the Historic Preservation Commission (HPC) to ensure an inclusive and organized process.
2. A work product that meets the requirements of the Secretary of the Interior's Standards and Guidelines for Preservation Planning.
3. A document that is user-friendly, explains any unfamiliar terms, and digestible for diverse audiences including the HPC, city staff, design professionals, and the general public.
4. Formatted for easy printing or digital media consumption using image contrast levels that are visible in color or black-and-white.

Description	Fee
Execute Consultant Contract and Meet with HPC, City Staff, and HPF Grants Manager	N/A
Preliminary Research and Review of Existing Historic Preservation Ordinances and Related Materials	\$1,250
<b>Project Workshop #1:</b> Project Kick-off and Introduction to Preservation Planning	\$1,000
Tour with Local Community Liaisons	\$1,000
<b>30% Draft Complete:</b> Table of Contents, Introduction, Review of Existing Ordinances	\$5,000
Public Engagement Program Design	\$2,500
<b>Project Workshop #2:</b> Community Preservation Values	\$1,000
Synthesis of Public Engagement Program	\$1,000
<b>70% Draft Complete:</b> Vision, Goals, Objectives, Evaluation of Previous Surveys	\$10,000
<b>Project Workshop #3:</b> Preliminary Preservation Priorities and Strategies	\$1,000
<b>100% Draft Complete:</b> Comments addressed, Graphics/Appendix	\$2,500
<b>Project Workshop #4:</b> Presentation of Final Preservation Plan	\$500
<b>Total</b>	<b>\$26,750</b>





**Project Assumptions:**

- The final work product will be provided in a digital format (Adobe PDF) not to exceed 45 pages and a maximum of 80 graphics which is commensurate with plans for cities of this size
- P2P will provide the services within the timeline of May 2025 - April 3, 2026
- City and State staff comments on draft documents shall be provided within 4 weeks of receipt and will be provided in a consolidated document
- P2P In-person activities will include three public workshops and coordinated tour
- All materials and other activities required for public meetings, workshops, and public surveys shall be produced by the City, with digital files provided by P2P as applicable
- Regular status meetings with the State and/or City Staff will occur in a virtual platform, such as Zoom or teleconference

Optional Services	Fee
Additional Pages beyond the number stated	\$250
Additional Public Meetings or Workshops	\$1,000
Virtual Meeting with Stakeholder Group(s)	\$500
On-line Interactive Survey	\$2,500
Project Webpage	\$3,750
Design for Public Mailer	\$1,000

**Fee Notes:**

Additional services not specifically stated in this proposal, extensions required for delivery of comments, and/or substantive deviations from the advertised specifications will require an adjustment to the proposed fee.

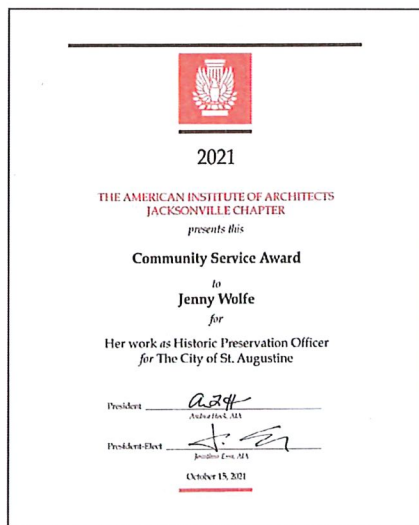
Planning 2 Preserve is a full-service historic preservation planning firm with staff who meet the Secretary of the Interior's Professional Qualifications for Architectural History and Archaeology if other services are needed by the City such as surveys or nominations.



## QUALIFICATIONS



Planning 2 Preserve successfully developed a \$500,000 restoration grant (and managed the construction project) on behalf of the historic Zion Missionary Baptist Church with the volunteer service of firm president, Jenny Wolfe.



Jenny was the Historic Preservation Officer for the City of St. Augustine, Florida, and received an award from the regional chapter of the American Institute of Architects for her career accomplishments. St. Augustine is known for over 10,000 years of Native American pre-history and 460 years of history as a cultural melting pot. Her leadership resulted in the development of a preservation plan and a diverse heritage tourism program while setting an example statewide for local government best practices.

### Introduction

Planning 2 Preserve, LLC was established to provide specialized expertise in historic preservation planning with intuitive community engagement and adaptive strategies for changing environmental impacts. Our services include all cultural resource management needs with unique qualifications in:

- Preservation planning and design guidance for historic properties
- Documentation of post-WWII and Civil Rights-era historic contexts
- Mitigation strategies for flooding impacts on older and historic buildings to enhance community resiliency

Jenny Wolfe, AICP, is the president and consulting principal of the firm demonstrating 20 years of professional expertise with local and state governments, non-profits, and private practice. **Most importantly, she is experienced in developing a preservation plans and design guidelines from both sides of the planning counter.**

Preservation success stories occur most often at the local level and are usually supported with grant funding. Jenny has individually earned and administered over \$2 million in state grant funds across 10 projects from a state historic preservation office. **The firm understands how to perform in this environment with strict deadlines and an ability produce material that is approved by state historic preservation offices.**

A unique asset of the Planning 2 Preserve team is expertise in historical and anthropological research. **This allows an integrated, hands-on approach to gathering information that can identify underrepresented histories in the community.** Cultural resource professional and archaeologist Robin Moore, MA/RPA brings over 30 years of experience producing programs, studies, and archaeological investigations that incorporate first person research, oral histories, and material culture analysis. Tangible benefits for the City include culturally diverse program recommendations, recognition of oral histories as valuable documentation, and the identification of intangible heritage assets.

**What sets P2P apart is the ability to provide the City of Normandy with the expertise from decades of experience with the dedication and attention of a small firm. This delivers customized work products, personal attention by the firm principal to the community, and agility to respond to needs as the project moves forward.**







Historic buildings that the firm has studied include late 19th - early 20th century main streets, formal architecture as landmarks of government or other institutions, and residential styles from folk-Victorian to the post-WWII housing boom and mid-century modern movement.

When evaluating the existing planning tools for preservation in Normandy and the development patterns of the city, the P2P team conducted a preliminary character assessment of the city. We are confident that the firm can produce a Historic Preservation Plan that achieves results in a professional, community-driven Historic Preservation Plan that builds on our expertise.

There are three main categories that translate directly to the scope of work necessary for Normandy's Historic Preservation Plan:

### 1. Identifying Cultural and Historic Properties

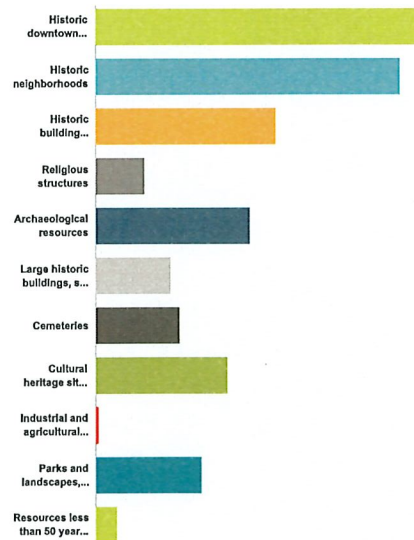
- Exceeds the professional qualifications for Architectural History, Architecture, and Archaeology as per the Secretary of the Interior's Professional Qualifications
- Accomplished numerous historic architectural surveys, cultural resource assessment surveys, archaeological investigations, reports, and documentation as architectural historian or archaeologist in compliance with the National Park Service (NPS) Certified Local Government (CLG) program and state historic preservation offices in multiple states across the Southeast
- Achieved award-winning recognition for project management and participation in the West Augustine Oral History Project that identified previously unrecorded traditions of local African Americans
- Applied the requirements of the National Register of Historic Places and National Historic Landmarks programs to successfully nominate or update 9 historic buildings, sites, objects, or districts
- Directed 4 city survey inventories in previously unrecorded areas to study the African American experience, Civil Rights, and expansion of the personal automobile in St. Augustine



Small public focus groups can help generate community ideas for redevelopment and preservation. On behalf of the Florida Trust, Jenny organized a workshop for Fort Lauderdale's mid-century courthouse.

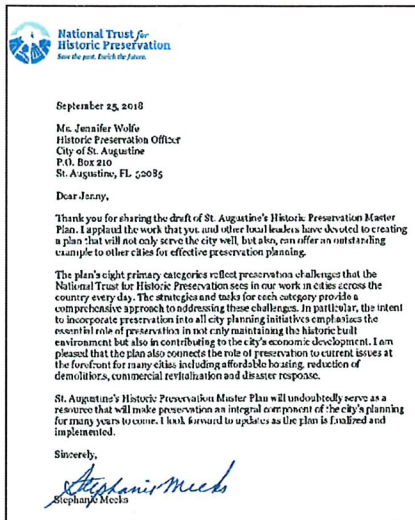
### 2. Community Engagement

- Practiced open community engagement activities with local partners as community liaisons across Pennsylvania for the Department of Environmental Protection
- Facilitated numerous public workshops to identify public preservation priorities early and consistently during a project
- Developed materials listen to the public's Identifying successful strategies for accessible public outreach products for print and digital media consumption
- Produced and analyzed custom-designed public surveys using ArcGIS Survey 1-2-3 and other online survey platforms like Survey Monkey
- Developed educational content, and leading presentations and educational workshops for a statewide preservation organization incorporating diverse social and cultural heritage resources
- Facilitated public meetings and neighborhood workshops to develop flood mitigation initiatives



Survey platforms have broadened and allow for geo-spatial analysis in addition to producing easy to read results. Jenny has designed and developed 6 digital media surveys for historic preservation in multiple communities.





Over 2 years of pre-planning, public outreach, planning, and two hurricanes the St. Augustine Preservation Plan required dedication from Jenny's position as the City Historic Preservation Officer to ensure that all of the preservation priorities and strategies could be substantiated as relevant and necessary to the historic board and City Commission.

### 3. Local Government Planning

- Qualified as a certified planner with the American Planning Association with 12 years' experience as a local government planner and 3 years' experience as a private sector planning consultant
- Served as city staff project lead to develop and implement the *St. Augustine Historic Preservation Master Plan* between Hurricanes Matthew and Irma in 2016-2018
- Served as a planning consultant in the development of 3 preservation plans
- Administered land development codes including zoning, sign ordinances and demolition city-wide; and historic preservation ordinances all of which reinforce the comprehensive plan
- Led public workshops and stakeholder meetings, and presentations to municipal leaders to amend and adopt goals, objectives, and policies
- Participated in the county local mitigation strategy team and emergency recovery efforts
- Applied geo-spatial tools to generate interactive educational resources that translate proposed demolition and design review policy changes
- Integrated preservation initiatives with other city agencies such as building and code enforcement, community redevelopment areas, public works improvements, and public relations
- Managed historic districts through a quasi-judicial board, implementing new design guidelines, and historic and archaeological preservation ordinances



The St. Augustine Preservation Plan earned an award from the National Alliance of Preservation Commissions and the Florida Trust for Historic Preservation.

**Planning 2 Preserve demonstrates successful project outcomes with expertise to exceed expectations for Normandy's Historic Preservation Plan as certified planner that has worked as a city project manager and as a consultant for development preservation plans.**





**JENNY WOLFE, AICP**  
**President, Principal Consultant (Project Manager)**

Jenny Wolfe is a cultural resource advocate, earning her master's degree from the University of Florida in historic preservation and spending 20 years in local government and non-profit preservation planning. During her ten years as the Historic Preservation Officer for the City of St. Augustine she managed the Historic Preservation Division including preservation planners and archaeologists. For the past three years, she worked as the Preservation Planning Specialist for Preservation Design Partnership, a national firm based in Philadelphia recognized for architectural preservation, planning, and flood mitigation design in historic contexts. Since 2014, she has been on the Board of Trustees for the Florida Trust for Historic Preservation and served as Board President.

**AICP # 34226**

Exceeds qualifications in Architectural History for the Secretary of the Interior's Standards

**Education**

University of Florida (UF)  
Master of Science in  
Architectural Studies, 2006  
UF Bachelor of Arts, Political  
Science, 2001

**Employment**

Preservation Design  
Partnership (PDP)  
Preservation Planning  
Specialist, 2021- 2024  
Philadelphia, PA (remote)  
City of St. Augustine  
Historic Preservation Officer,  
2011-2021  
St. Augustine, FL

**Volunteer Service**

Florida Trust for Historic  
Preservation Board President,  
2021-2023  
Board of Trustees,  
2014-Current  
Grant Manager, African-  
American Historical and  
Cultural Grant for Zion  
Missionary Baptist Church,  
2020-current

*By choosing Planning 2 Preserve, Normandy gains the advantage of focused, personalized attention rather than being one client among many at a large firm with numerous existing contracts. We carefully limit our project load to ensure Jenny can deliver exceptional service to each community we serve. Additionally, Jenny brings valuable dual perspective to developing preservation plans and design guidelines, having worked extensively on both sides of the planning counter. She:*

- Exceeds the professional qualifications for Architectural History as per the Secretary of the Interior's Standards for Historic Preservation
- Conducted public outreach and implemented the 2018 Historic Preservation Plan for the City of St. Augustine
- Collaborated on historic preservation plans, resiliency guidance, and updates to design guidelines with a nationally acclaimed and award-winning firm
- Conducted architectural inventories of more than 1,000 buildings, meeting state inventory requirements
- Secured and managed over \$2M in preservation grants for historic rehabilitation, inventory, and education projects
- Co-developed three National Register of Historic Places designations
- Performed planning services in current zoning and comprehensive planning for local government
- Performed compliance review for new public and private improvements with local, state, and federal historic preservation laws
- Served as Conference Committee Chair for Florida Trust for Historic Preservation to solicit, plan, and lead educational workshops in-person and on-line
- Developed local community surveys for updating preservation and resiliency planning strategies
- Served as a speaker for over 25 historic or cultural resource management presentations
- Administered a local preservation program as liaison to a quasi-judicial board
- Utilizes Adobe and Microsoft suites, ArcGIS Pro, Survey123, StoryMaps

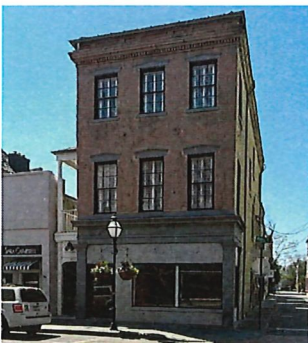




Chattanooga's historic districts are unique from one another and feature high-style and vernacular housing types. (Photo by PDP)



Jenny is recognized as a statewide leader in addressing historic preservation and resiliency initiatives and recently addressed a symposium audience on building adaptations.



With PDP, Jenny studied historic residential and commercial areas in Charleston for resilience improvements. (Photo by PDP).

## Selected Projects

Lightner Museum Save America's Treasures Grant (\$750,000), Lightner Museum, St. Augustine, FL (2024)

Restoring a Century of Zion Missionary Baptist Church Grant Writer and Administrator (\$500,000), Zion Missionary Baptist Church, (2020-current)

Chattanooga Historic Guidelines, City of Chattanooga (draft - 2024)\*

[Resilience Guidance for Charleston, Preservation Society of Charleston \(2023-2024\)\\*](#)

[Climate Adaptation Strategies for Environmental Justice Communities, PA Department of Environmental Protection \(2022-2023\)\\*](#)

University of the South Campus Historic Preservation Plan, subcontractor to Sasaki Associates, Inc. (2023)\*

Preservation Initiatives for the Historic Northwest, City of West Palm Beach Community Redevelopment Agency (2022-2023)\*

Storm Guidance for Historic Properties and Communities in Florida, Florida Department of State (2021-2023)\*

Client Project Manager and/or Grant Writer, City of St. Augustine:

- [Flood Mitigation Design Guidance for Property Owners \(2021\)](#)
- [Flood Mitigation and Historic Coquina Structures \(2021\)](#)
- [Resilient Heritage in the Nation's Oldest City \(2020\)](#)
- [Historic Preservation Master Plan \(2018\)](#)
- [Waterworks Rehabilitation \(2016-2021\)](#)
- [Architectural Surveys \(2015-2021\)](#)

**Blue underlined projects are hyperlinked to a publication when this file is viewed digitally.**

\*Projects were undertaken as the Preservation Planning Specialist for Preservation Design Partnership, LLC, (PDP) under the direction of Dominique M. Hawkins, FAIA, LEED AP







Exceeds qualifications in History and Archaeology for the Secretary of the Interior's Standards

#### Education

University of West Florida,  
Master of Arts, Historical  
Archaeology, 2001

UF Bachelor of Arts, An-  
thropology, 1992

#### Employment

Department of Defense, Ar-  
chaeologist 2014 – Present

St Johns County, Histor-  
ic Resource Coordinator,  
2005-2014

St Augustine Lighthouse  
and Museum LAMP, Ar-  
chaeology Field Director,  
Curator, 2000-2005

Flagler College Adjunct  
Faculty in Archaeology, St  
Augustine, FL 2010-2015

#### ROBIN MOORE, MA/RPA

#### Archaeologist/Anthropologist, Heritage Professional

Robin Moore is a cultural resource professional, earning his master's degree from the University of West Florida in historical archaeology and spending over 30 years in govern- mental, university, and non-profit research settings focused on archaeology. His wide range of knowledge in community heritage preservation, historic and archaeological resources management, government regulations, and technical expertise in archaeology provides a solid professional basis for heritage-based projects.

#### QUALIFICATIONS SUMMARY

##### Archaeology and Historic Resource Management

- Exceeds the professional qualifications for Archaeologist and Historian per the Secre- tary of the Interior's Standards and Guidelines for Archaeology and Historic Preserva- tion
- Developed and managed the St Johns County, FL Cultural Resources program
- Worked with a range of community and stakeholder groups to facilitate preservation, education, and heritage tourism goals on a regional scale
- Identified and analyzed a wide range of material culture from organic artifacts to standing structures, headstones, and many other indicators of culture and time period
- Directly assessed numerous archaeological burial sites across Florida and worked with stakeholders to ensure appropriate treatment of human remains and burial grounds
- Directed, coordinated, and performed terrestrial and maritime investigations for the identification, excavation, and evaluation of archaeological sites including Spanish and British colonials sites, as well as precontact coastal cultures

##### Public Outreach

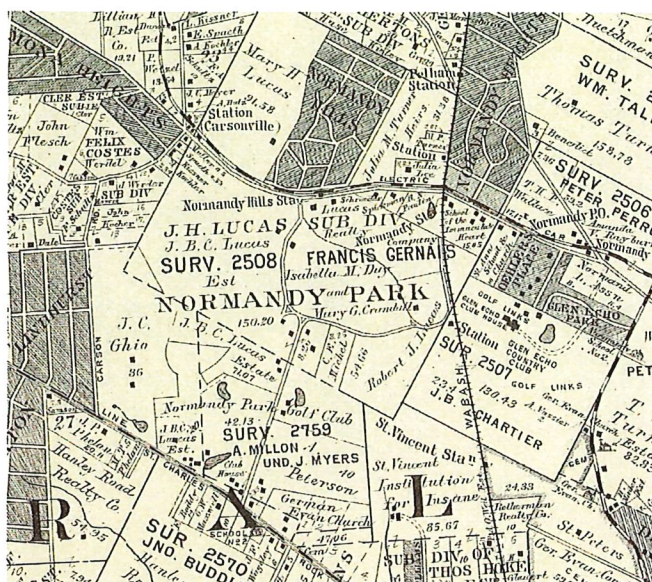
- Awarded numerous grants for a range of community-history focused projects includ- ing oral history, architectural surveys, building restoration, and educational interpretive projects.
- Served as board member for numerous organizations including Florida Public Archae- ology Network, Florida Archaeological Council, Florida Trust for Historic Preservation Annual Meeting Committee, and others
- Collaborated in the development of preservation plans, ownership resolution, and pub- lic outreach efforts for the long- term preservation of San Sebastian Cemetery, St. Au- gustine, FL
- Created and taught courses for several college-level archaeology classes including Florida Archaeology, Maritime Archaeology, and Physical Anthropology
- Speaker for over 25 historic or cultural resource management presentations

##### Technical Skills

- Ground Penetrating Radar, Sidescan Sonar, Magnetometer
- ArcGIS Pro, CorelDraw/AutoCad
- Analysis and conservation of artifacts and other material culture



## PROJECT UNDERSTANDING



Normandy Township Map (1909) presented by St. Louis Patina, and attributed to the Missouri History Museum. The author notes how Spanish Land grants are easily identified from their square, rotated, layout. These maps along with other plat maps and the Sanborn Fire Insurance Company maps help identify development patterns through time.



A postcard view of St. Vincent's Hospital (ca. 1910) showcasing French Renaissance Revival grandeur on a sprawling natural setting. (State Historical Society of Missouri Digitized Collections)

### Normandy History Has Colorful Background

The South County Journal highlights Normandy's history and landmarks as perceived in this 1966 article. (State Historical Society of Missouri Digitized Collections)

### Normandy Historic Preservation

Planning 2 Preserve understands that historic preservation is a goal as expressed in Section 405 of the local ordinance. However, based on cursory research, there are no comprehensive plans or surveys to identify a record of community-prioritized historic sites. **The Spotless Town Survey completed in 2017 captures only a fragment of the city; however, the report paints a picture of the community's modern preservation efforts.** A very important milestone was the 2013 designation as a Certified Local Government by the Missouri Department of Natural Resources, the agency serving as the State Historic Preservation Office (SHPO). Additionally, earlier significant achievements include the designation of historic properties in the National Register of Historic Places:

- St. Vincent's Hospital was built by 1895 with affiliation to the original Daughters of Charity, St. Vincent de Paul, and maintains use as a health care facility, now a nursing center.
- Wilson Price Hunt House is an early Colonial Revival building constructed by 1906 and was significantly rehabilitated in 2014 for office space.
- Glen Echo Historic District, of which only the Golf Course is in the Normandy city limits, was designed in 1901 and gained fame for serving as the first and only Summer Olympics Golf Tournament.

With CLG designation, the city qualifies for technical and financial assistance from the state, which resulted in grant funds to complete this Historic Preservation Plan and the earlier Spotless Town Survey.

A review of the historical information provided on the City's website and other online sources provides much more documented and anecdotal information of the city's rich heritage. **Planning 2 Preserve looks forward to synthesizing preservation efforts in the city and creating an opportunity to translate these to tangible benefits in the Historic Preservation Plan.**

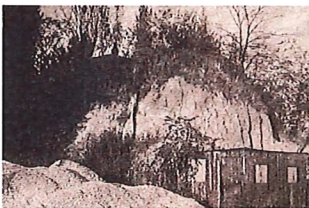


***"A preservation plan is a proactive means of planning for the preservation and protection of a community's character and historic resources."***

*[American Planning Association, 1994]*



Historic buildings that are significant may be conspicuous because of the architectural design and setting, like the Hunt House, or discrete, as one of many in a neighborhood like the J.F. Small home on Sylvan Place. (State Historical Society of Missouri Digitized Collections)



With proximity to Cahokia Mounds, the presence of archaeological resources in Normandy has already been recognized. Planning 2 Preserve's archaeologist is prepared to incorporate recommendations that respect any goals for their recognition. (Sugarloaf Mound, State Historical Society of Missouri Digitized Collections)

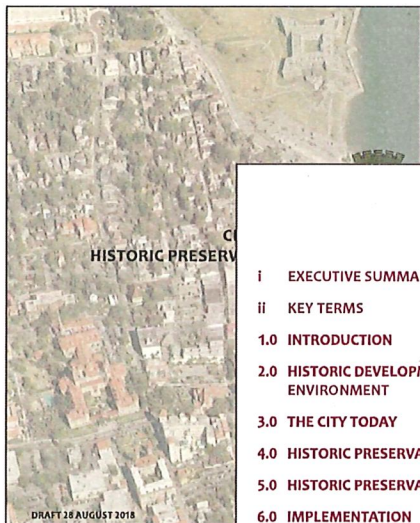


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The St. Augustine Plan was developed with regular review and input of Jenny, as the City Historic Preservation Officer. Additional experience developing preservation plans is provided in Section 5, Experience.

The firm brings dedication and expertise to the scope of work from 20 years of working directly in the preservation humanities field. We have the creativity, flexibility, and experience to work with diverse histories, varied budgets, create local partnerships, and complete tasks delegated from a local governing body. The principal has extensive knowledge of preservation best practices like the *Secretary of the Interior's Standards for the Treatment of Historic Properties and Planning*. **When choosing the Planning 2 Preserve team, the City of Normandy will benefit from the following scope of work carried out by the principal directly:**

- Evaluating comprehensive planning documents, local preservation and zoning ordinances, and any previous planning studies to identify gaps
- Communicating project objectives to a public audience, encouraging participation and welcoming feedback throughout the process that could include in-person, print, and digital media opportunities
- Identifying the character and integrity of surveyed areas and designated properties and anticipating future growth by prioritizing additional areas for research
- Facilitating a community engagement plan with local officials, traditional preservation supporters, community stakeholders and residents, as well as design and development professionals to develop a long-range vision
- Measuring project expectations with the Project Manager and obtaining feedback at regular intervals
- Developing recommendations and implementation strategies for preservation goals already in practice and those identified from public outreach
- Producing a Historic Preservation Plan based on the diverse types of cultural and historic resources in Normandy that is presented in clear language with supporting maps and graphics to stimulate appreciation of preservation goals

*The City is commended for continuing a path of implementing historic preservation goals. The Historic Preservation Plan will provide the city with a road map for future preservation success that includes recommendations and methods for creating tangible preservation outcomes.*



## Normandy Historic Preservation Plan Methodology

Planning 2 Preserve's President, Jenny Wolfe, AICP, will serve as project manager, overseeing all work products and public outreach activities for the Historic Preservation Plan (Plan). Robin Moore, MA/RPA, will contribute as historian and archaeologist, conducting specialized research and authoring relevant sections of the Plan. The methodology outlined below demonstrates how our team will develop a tailored product that leverages our unique expertise in identifying and documenting cultural and historic resources, fostering community engagement, and navigating local government planning processes.

### 1. Conduct Preliminary Project Analysis

Once a contract is executed, the Planning 2 Preserve team will begin an extensive review of existing information that will include, at least, the following information:

- Current planning studies, historical inventories, and archaeological documentation
- Comprehensive Plan and Enabling Ordinance
- Landmark nomination reports, if applicable
- Maps, definitions, and related city ordinances

*Deliverable(s): A meeting with the Normandy project manager and/or a member of the State Historic Preservation Office staff will be hosted at their earliest availability to review the scope, timeline, and begin developing a public outreach strategy and draft table of contents.*

### 2. Review the Historic Context

An important goal in developing a preservation plan is making the document easily relatable to the public and considers how the communities identify with their history. Planning 2 Preserve will be able to identify the unique historical context of Normandy to convey these elements in the Plan. There are multiple vantage points to developing this information. Planning 2 Preserve will:

- Conduct a driving tour of the City of Normandy and sidewalk observations for landmarks and dense neighborhoods to allow careful observations of the historic architecture, any unique landscape features, and development patterns

- Consider areas that are not surveyed and determine potential for individual landmarks and recommend future research for areas that may be important to the historic context of the community

*Deliverable: Not scheduled.*

### 3. Project Kick-off

Before any further analysis or project design strategies are developed, the public must be introduced to the project to participate in project design from engagement to draft document. This allows the public to be assured that their voice is an essential key to the project's success. Planning 2 Preserve will:

- Kick-off the public forum for the Plan with a presentation of general historic preservation plans to help establish expectations for the Plan process and outcomes
- Engage a community liaison to guide the team on a tour to gain an insider's perspective of important places and spaces to the city's history and quality of life

*Deliverable: Facilitate Project Workshop #1 and Tour with Local Community Liaison(s)*

### 4. Public Engagement Program Design

Community engagement is an opportunity not only to acquire vital information from the public which informs the final product, but also is an important opportunity to equip the public with impartial information at the forefront of this project which empowers their participation. This will build from the Workshop #1 above. Planning 2 Preserve will:

- Recognize beneficial communication methods preferred by the public and stakeholder groups during Workshop #1 and use that to inform the Public Outreach Plan developed in tandem with the City's Project Manager and/or SHPO and community liaison(s)
- Launch a public input campaign that can be completed by the public independently, which may include an online survey, mailing, or attending community events with pop-up materials. The

nature of this element will depend on available project funds as per the Fee Proposal in Section 1, availability of volunteers, and leadership of city staff as applicable

- Facilitate Public Workshop #2 to curate community preservation values. This will feed into the Vision, Goals, and Objectives of the Plan and ultimately the implementation strategies.
- Facilitate Public Workshop #3 to present Preliminary Preservation Priorities and Strategies
- Provide Final Workshop #4 Public Presentation of the Historic Preservation Plan

*Deliverable: Public Engagement Program Design, Public Workshop #2-4, Synthesis of Public Engagement Program*

## **5. Evaluate Regulatory Structure**

Based upon the results of the Public Engagement Program, Planning 2 Preserve will:

- Re-visit the existing comprehensive planning and regulatory documents and COA application procedures to identify conflicts between existing regulatory systems
- Develop recommendations to resolve conflicts and promote the City's needs and community goals

*Deliverable: Not Scheduled*

## **6. Develop Plan**

The Plan will be written with incremental sections presented to the City project manager and State Historic Preservation Office at a minimum of 30, 70, and 100% intervals. Staff and public input will be collected along the way to ensure that expectations are being met. Planning 2 Preserve will:

- Provide a draft document for review four weeks before a Public Workshop/Meeting to allow city and state staff to comment
- Incorporate graphics, map, and appendix
- Finalize the Plan based on the feedback and incorporate final comments from the City's Project Manager and State Historic Preservation Office

*Deliverable: 30, 70, 100% Draft Benchmarks*

