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AND VIRTUALLY VIA ZOOM (link is below).

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Persons interested in making their views known on any matter on the agenda should send an email with their comments to the City Clerk at jfrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

CITY OF CLAYTON BOARD OF ALDERMEN
6:00 P.M.
TUESDAY, FEBRUARY 13, 2024
CITY HALL COUNCIL CHAMBERS, 2ND FL
CLAYTON, MO 63105

1. Presentation on the Livable Community Master Plan.

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, FEBRUARY 13, 2024 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE

ROLL CALL

PUBLIC REQUESTS & PETITION

CONSENT AGENDA

1. Minutes – January 23, 2024

CITY MANAGER REPORT

1. Presentation on the Police and Fire Foundation.

2. Ordinance – A contract with Vince Graye Slate and Tile Roofing for the #1 Oak Knoll Park Roof Replacement project. (Bill No. 7010)
3. Ordinance – A contract with Western Specialty Contractors for the Expansion Joint Project at Shaw Park Aquatic Center. (Bill No. 7011)
4. Ordinance – FY2023 4th Quarter Budget amendment. (Bill No. 7012)

ADJOURNMENT

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
January 23, 2024
7:10 p.m.

MINUTES

Mayor Harris called the meeting to order and requested a roll call. The following individuals were in attendance:

In-person: Ira Berkowitz, Bridget McAndrew, Susan Buse, Becky Patel, Rick Hummell, and Mayor Michelle Harris.

Staff: City Manager Gipson, City Attorney O'Keefe, City Clerk Frazier, and Assistant City Manager Muskopf

Absent: Gary Feder

PUBLIC REQUESTS AND PETITIONS

None

A PUBLIC HEARING AND AN ORDINANCE FOR A SUBDIVISION PLAT (LOT CONSOLIDATION) FOR 7449-7451 BLAND AVENUE

Mayor Harris opened the public hearing and requested proof of publication.

City Manager Gipson reported that this is a public hearing and subsequent ordinance to consider approving a subdivision plat for the consolidation of two (2) lots to create one (1) lot for the subject properties addressed as 7449-7451 Bland Avenue.

Anna Krane, Director of Planning & Development was in attendance to answer questions.

Mayor Harris closed the public hearing.

Alderman Berkowitz introduced Bill No. 7007, approving a subdivision plat for 7449-7451 Bland Avenue to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7007, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 7449 and 7451 Bland Avenue in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 7007 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 7007, approving a subdivision plat for 7449-7451 Bland Avenue to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 7007, second reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 7449 and 7451 Bland Avenue in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6868 of the City of Clayton.

CONSENT AGENDA

1. Minutes – December 19, 2023
2. Motion - Disposal of records per the Missouri Secretary of State General Records Retention Schedule.

Motion made by Alderman Berkowitz to approve the Consent Agenda. Alderman McAndrew seconded.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye.

AN ORDINANCE APPOINTING CERTAIN SUCCESSORS TO THE BOARD OF DIRECTORS OF THE 7730 BONHOMME COMMUNITY IMPROVEMENT DISTRICT (CID)

City Manager Gipson reported that On March 24, 2020, the City of Clayton created the 7730 Bonhomme Community Improvement District (CID) for the property located at 7730 Bonhomme Avenue, now operating as a Le Meridian Hotel. The CID imposes an additional 1% sales tax on the hotel (including hotel room, restaurant, and gift shop sales). The CID uses the revenues from the sales tax to reimburse the Developer for certain eligible redevelopment costs.

The CID is governed by a five-member board of directors appointed by the mayor with the consent of the Board of Aldermen. The CID is requesting that Terry Anderson and Evan Welsh be reappointed for four-year terms to expire March 25, 2028.

Alderman Berkowitz introduced Bill No. 7008, approving the Board appointments to the 7730 Bonhomme Community Improvement District to be read for the first time by title only.

City Attorney O’Keefe reads Bill No. 7008, first reading, an Ordinance of the City of Clayton, Missouri, Approving the Reappointment of Certain Board of Directors for the 7730 Bonhomme Community Improvement District by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 7008 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 7008, approving the Board appointments to the 7730 Bonhomme Community Improvement District to be read for the second time by title only.

City Attorney O'Keefe reads Bill No. 7008, second reading, an Ordinance of the City of Clayton, Missouri, Approving the Reappointment of Certain Board of Directors for the 7730 Bonhomme Community Improvement District by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6869 of the City of Clayton.

AN ORDINANCE FOR A CONTRACT WITH BYRNE AND JONES SPORTS CONSTRUCTION FOR THE RENOVATION OF BALLFIELDS #1 AND #2 IN SHAW PARK

City Manager Gipson reported that maintenance and improvement of the existing ballfields in Shaw Park was prioritized as system-wide, long-term projects in the 2007 Parks and Recreation Master Plan. Fields #1 and #2 in Shaw Park were last restored in 2009-2010 and are the next ballfields scheduled for renovation.

Byrne and Jones Sports Construction has submitted a proposal for the renovation project.

Toni Siering, Director of Parks and Recreation, was in attendance to answer questions.

Alderman Berkowitz introduced Bill No. 7009, approving a contract with Byrne and Jones Sports Construction for Ballfields #1 and #2 in Shaw Park to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7009, first reading, an Ordinance Approving a Contract with Byrne and Jones Sports Construction for the Renovation of Ballfields #1 and #2 in Shaw Park in the City of Clayton by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 7009 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 7009, approving a contract with Byrne and Jones Sports Construction for Ballfields #1 and #2 in Shaw Park to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7009, second reading, an Ordinance Approving a Contract with Byrne and Jones Sports Construction for the Renovation of Ballfields #1 and #2 in Shaw Park in the City of Clayton by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6865 of the City of Clayton.

A RESOLUTION AUTHORIZING AN EXTENSION OF DEPOSITORY BANKING SERVICES

City Manager Gipson reported that The City's current banking agreement is with Commerce Bank and expires in January of 2024. The expiring agreement began in January 2018 for three years with options to extend for two one-year periods, and the City exercised both options to extend. The Commerce Bank agreement provides for online banking, parking meter coin processing, positive pay fraud detection, with City funds being 100% collateralized. Commerce Bank currently serves as our depository bank and maintains custody of the investment portfolio for both the City of Clayton and the Clayton Community Foundation. In addition, Commerce Bank is our credit card processor, and the City's two pension plans' assets and retiree benefit payments are administered by Commerce Trust.

Karen Dilber, Director of Finance, was present to answer questions.

Motion made by Alderman Berkowitz to approve Resolution No. 2024-01 authorizing the extension of depository banking services with Commerce Bank. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

City Manager Gipson reported that several municipalities have partnered together to lobby against the proposed bill(s) before the State legislature regarding the exemption of food/groceries from sales tax. City Manager Gipson explained that the loss of food/grocery sales tax for the city could result in a substantial loss of tax revenue.

Karen Dilber, Director of Finance, provided the Board with her best estimates of possible revenue loss for the city.

City Manager Gipson recommended to the Board that it would be beneficial for the City of Clayton to join other municipalities to lobby as well.

Upon discussion much of the Board was in consensus to consider City Manager Gipson's recommendation.

OTHER

Alderman Berkowitz reported on the following:

- Met with Ellen Gale, Clayton Chamber of Commerce, and confirmed that the Chamber is in support of an International Festival event.

Alderman McAndrew reported on the following:

- Plan Commission
- Held a Ward 3 Coffee - well attended.
- State of the City event - great!

Aldermen Buse reported on the following:

- State of the City – great!
- Ward 2 Coffee is scheduled for Sunday, January 28.
- Sustainability Committee
 - Reviewing the City’s purchasing agreement for sustainability opportunities
 - Committee is working on submitting grant applications:
 - Application submitted for waste reduction grant for \$48,000.
 - Application submitted for charging station(s) grant – informed that it was denied.
 - The Mayor’s Youth Advisory has worked on placing educational information on various sustainability issues the bulletin board at the Center of Clayton

Alderman Patel reported on the following:

- Attended the St. Louis auto show for the Ameren EV experience; spoke with rep regarding their fleet.
- Clayton Equity Commission met and discussed the Comprehensive Plan.

Alderman Hummell reported on the following:

- Commented on the School District of Clayton announcement to not move forward with plans to purchase Caleres property; affirming that they will begin engagement in a broad facilities master plan with the community – and supports them in their endeavor.

Mayor Harris reported on the following:

- Attended the Clayton Chamber of Commerce’s “Lunch with a Leader” today – speaker was Charlie Brennan.
- In December she attended the State of the County event – very informative; the County is supporting the use tax for all cities.
- County Councilwoman Shalonda Webb has proposed legislation on public safety efforts for the County to take control over all cities – the County Council tabled the proposal.
- Meeting with the Osage Nation elders this week on ideas on how to commemorate their presence.
- Recognized MYAC student, Liam Ferguson in the audience.

Motion made by Alderman Berkowitz to adjourn the meeting. Alderman McAndrew seconded.

There being no further discussion the Board adjourned at 8:15 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
TONI SIERING, DIRECTOR OF PARKS & RECREATION
DATE: FEBRUARY 13, 2024
SUBJECT: ORDINANCE – A CONTRACT WITH VINCE GRAYE SLATE AND TILE ROOFING FOR THE #1 OAK KNOLL PARK ROOF REPLACEMENT PROJECT

The City of Clayton entered into a lease agreement with Clayton Early Childhood Center for the property at #1 Oak Knoll Park effective January 1, 2023 for a term of ten2 years, plus an option period for an additional ten years. That lease agreement specified that the City is required to replace the roof at #1 Oak Knoll Park prior to January 1, 2025. To that end, bid documents for the #1 Oak Knoll Park Roof Replacement Project were issued on December 1, 2023. The scope of work includes removal and replacement of current roofing system, removal and replacement of current gutters and downspouts, as well as the repair of defective underlayment as necessary.

The City received three responsive bids for this work on January 25, 2024, the results of which are detailed below:

Bidder	Bid
Lakeside Roofing Company	\$702,946.00
Vince Graye Slate and Tile Roofing Co., Inc.	\$653,494.00
Old World Roofing, Inc.	\$714,820.24

Staff recommend awarding the contract to Vince Graye Slate and Tile Roofing Co., Inc., as they are the low bid, have extensive experience in slate roof replacement and have highly rated references.

Funding of \$500,000 for this project has been included in the FY2024 Capital Budget and, although all three bids are over budget, the City is obligated to complete this work by the end of 2024. Due to the age of the roof and the unknown condition of the decking, we are recommending a contingency of 10% or \$65,000 for this project. While this is significant, with a nearly 100-year-old roof system, we do anticipate unknown issues may need to be corrected as part of the project.

Due to the long lead time on the materials, this project will take nearly a year to complete. The slate tiles come from a quarry in Vermont and will not be available until late spring/early summer; however, the order needs to be placed relatively soon. Once the tile is on site, the work is expected to take four to five months to complete. It is anticipated that all materials will be on site by June 1, 2024 with construction beginning shortly thereafter.

Recommendation: To approve the Ordinance authorizing the execution of a contract with Vince Graye Slate and Tile Roofing Co., Inc. in the amount of Six Hundred Fifty-Three Thousand, Four Hundred and Ninety-Four Dollars (\$653,494.00), plus a contingency of Sixty-Five Thousand Dollars (\$65,000) for the #1 Oak Knoll Park Roof Replacement Project.

BILL NO. 7012

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH VINCE GRAYE SLATE AND TILE ROOFING CO., INC. FOR THE #1 OAK KNOLL PARK ROOF REPLACEMENT PROJECT

WHEREAS, the proposed Roof Replacement Project at #1 Oak Knoll Park will preserve a significant structure in the history of Clayton and have a positive impact on the preservation of a facility owned by the City of Clayton: and

WHEREAS, the City has advertised for and invited bids for the Roof Replacement Project and the bidder referenced below submitted the lowest and best responsive bid, thereby assuring the most efficient and effective use of the City's resources.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:

Section 1. The City Manager of the City of Clayton, Missouri is hereby authorized to enter into a contract with Vince Graye Slate and Tile Roofing Co., Inc. in the amount of \$653,494.00 plus a contingency of \$65,000 for the #1 Oak Knoll Park Roof Replacement Project in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Parks & Recreation in a cumulative amount not to exceed \$65,000, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Adopted the 13th day of February 2024.

Mayor

ATTEST:

City Clerk

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ____ day of February, 2024 by and between the City of Clayton, Missouri (hereinafter the "City") and Vince Graye Slate and Tile Roofing Co., Inc. (hereafter the "Contractor"). The project shall be identified as Project 2024.PK.64.101 – #1 Oak Knoll Roof Replacement Project.

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents consist of the Invitation for Bids and Bid Specifications previously issued by the City for the work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bonds, Drawings, Specifications, the Construction Schedule, Drawings and all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this contract. This Contract cannot be modified except by duly authorized and executed written amendment.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that Contractor has special skills which qualify Contractor to perform the Work in accordance with the Contract and that Contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The Scope of Work includes those items referenced in ARTICLE XII and further detailed in the Job Special Provisions and Project Drawings.

ARTICLE III**Time of Completion**

The Work to be performed under this Contract shall be completed in accordance with the time limits set forth in the schedule as established in cooperation with the selected contractor as well as the Director of Parks & Recreation. This contract will be valid for up to two years from date of execution.

ARTICLE IV**The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of Six Hundred Fifty-Three Thousand, Four Hundred and Ninety-Four Dollars (\$653,494.00) as follows:

(a) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (95%) of the Contract Sum; and

(c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

(d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.

(e) Estimates of work performed and materials delivered shall be finally determined by the City.

(f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.

(g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V**Performance of the Work**

(a) Within fourteen (14) calendar days after being awarded the Agreement, the Consultant shall submit for the City's approval a Construction Schedule in a bar chart format which shall indicate the dates for starting and completing the various stages of work.

(b) Services as defined in the Scope of Work shall govern the frequency and standards for performance of the work.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Schedule. If the Contractor falls behind the Schedule for services for any reason for which the Contractor is responsible, the Contractor shall promptly take such action as is necessary to remedy the delay. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$ 1,000.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(e) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the

business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted

if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the Agreement by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the

(b) If the requested change would result in a delay in the Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

d) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VIII

Termination

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Schedule, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

ARTICLE IX**Indemnities**

(a) **Liability:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, or anyone directly or indirectly employed by the Contractor. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) **Professional Liability:** To the greatest extent permitted by Statute, Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) **Other Indemnities:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits

payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

ARTICLE X

Insurance

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,000,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$3,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$3,000,000.00
Products/completed operations aggregate	\$3,000,000.00
Each occurrence	\$3,000,000.00

Fire damage legal liability	\$3,000,000.00
Medical expenses	\$ 5,000.00

4. Professional Liability Insurance with minimum limits of liability of \$3,000,000.00 each claim, \$3,000,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$3,000,000.00 each occurrence; Property Damage \$3,000,000.00 each occurrence, \$3,000,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to City evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-day written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

ARTICLE XI

The Work

- A. The Scope of Work for this Contract includes furnishing all labor, materials and equipment necessary to remove and replace the existing roof system, gutters, and downspouts on the #1 Oak Knoll Park Building. The current roof system (approximately 7300 sq. ft in total), consists primarily of slate tile, standing seam copper, and sections of flat roof, as well as copper gutters and downspouts.

Specific Work to include;

1. Removal and off-site disposal of existing roof system.
2. Repair of underlayment as needed with material of the same quality and character.
3. Installation of approved ice and water shield per manufactures recommendation.
4. Installation of approved copper flashing to match existing.
5. Installation of approved slate tile roof to match existing.
6. Installation of flat roof system.
7. Installation of standing seam copper roof on dormers.
8. Replace copper coping to match existing.
9. Replace copper gutter system.
10. Replace downspouts with approved material of the same quality and character.

Bid Alternate;

Remove and replace damaged, rotten, and/or missing soffit and fascia.

ARTICLE XII

Notices

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Clayton Department of Parks & Recreation

50 Gay Avenue

Clayton, Missouri 63105

Attention: Toni Siering, Director of Parks and Recreation

or to Contractor at:

*In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Clayton, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the Work designated as _____ located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, and shall for use in the prosecution of the Work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to one year

after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this ____ day of _____, 2024.

In the presence of: _____ (SEAL)

By: _____

_____ (SEAL)

By: _____



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
TONI SIERING, DIRECTOR OF PARKS & RECREATION

DATE: FEBRUARY 13, 2024

SUBJECT: ORDINANCE – A CONTRACT WITH WESTERN SPECIALTY CONTRACTORS FOR THE EXPANSION JOINT PROJECT AT SHAW PARK AQUATIC CENTER

As part of routine maintenance at Shaw Park Aquatic Center, expansion joints should be replaced approximately every seven to ten years to prevent problems such as cracking and settling of the concrete. The expansion joints were last replaced in 2015 and are beginning to show signs of wear. Replacing the expansion joints on the pool deck now will provide protection against water while still allowing the concrete to move as it expands and contracts.

To that end, bid documents for Expansion Joint Project at Shaw Park Aquatic Center were issued on January 11, 2024. The scope of work includes the removal and replacement of expansion joint caulk and installation of backer rod replacement as needed on the pool deck, as well as in the three pools within the Shaw Park Aquatic Center.

The City received two responsive bids for this work on February 1, 2024, the results of which are detailed below:

Bidder	Bid
Western Specialty Contractors	\$105,235.63
Precision Concrete, Inc.	\$274,476.88

Staff recommends awarding the contract to Western Specialty Contractors as they are the low bid, have highly rated references and the City has had a favorable experience with the company in the past.

The full project is expected to take approximately two to three weeks and will be completed prior to Shaw Park Aquatic Center opening for the 2024 season on May 25th.

Funding for this project is included in the City's Capital Budget for FY24 in the amount of \$132,374. The total cost of the project will be \$105,235.63. Although the project is fairly straightforward, it is recommended that we include a 5% contingency of \$5,200 to be used to

cover expenditures to correct unknown issues that become apparent during this part of the project.

Recommendation: To approve the ordinance executing a contract with Western Specialty Contractors in the amount of \$105,235.63, plus a \$5,200 contingency to replace the Expansion Joints at Shaw Park Aquatic Center.

BILL NO. 7011

ORDINANCE NO. ____

AN ORDINANCE APPROVING A CONTRACT WITH WESTERN SPECIALTY CONTRACTORS FOR THE EXPANSION JOINT PROJECT AT SHAW PARK AQUATIC CENTER

WHEREAS, the proposed Expansion Joint Project will add to the useful life of the concrete pool deck at Shaw Park Aquatic Center and have a positive impact on a facility owned by the City of Clayton: and

WHEREAS, the City has advertised for and invited bids for the Expansion Joint Project and the bidder referenced below submitted the lowest and best responsive bid, thereby assuring the most efficient and effective use of the City's resources;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI AS FOLLOWS:

Section 1. The Board of Aldermen of the City of Clayton, Missouri hereby approves an agreement with Western Specialty Contractors in the amount of \$105,235.63 plus a contingency of \$5,200 for the Expansion Joint Project at Shaw Park Aquatic Center in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Parks & Recreation in a cumulative amount not to exceed \$5,200, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

Section 2. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Adopted the 13th day of February 2024.

Mayor

ATTEST:

City Clerk

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ____ day of _____, 2024, by and between the City of Clayton, Missouri (hereinafter the "City") and Western Specialty Contractors, (hereafter the "Contractor"). The project shall be identified as the Project 2024.PK.60.102 – Shaw Park Aquatic Center Expansion Joint Project.

WITNESSETH:

The Contractor and the City for the consideration set forth herein agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents consist of the Invitation for Bids and Bid Specifications previously issued by the City for the work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bonds, Drawings, Specifications, the Construction Schedule, Drawings and all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this contract. This Contract cannot be modified except by duly authorized and executed written amendment.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that Contractor has special skills which qualify Contractor to perform the Work in accordance with the Contract and that Contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The Scope of Work includes those items referenced in ARTICLE XII and further detailed in the Job Special Provisions and Project Drawings.

ARTICLE III**Time of Completion**

The Work to be performed under this Contract shall be completed in accordance with the time limits set forth in the schedule as established in cooperation with the selected contractor as well as the Director of Parks & Recreation. This contract will be valid for up to two years from date of execution.

ARTICLE IV**The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Consultant for the performance of the Work, the sum of One Hundred Five Thousand Two Hundred Thirty-Five Dollars and Sixty-Three Cents (\$105,235.63) (the "Contract Sum") as follows:

(a) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (95%) of the Contract Sum; and

(c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

(d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.

(e) Estimates of work performed and materials delivered shall be finally determined by the City.

(f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.

(g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V**Performance of the Work**

(a) Within fourteen (14) calendar days after being awarded the Agreement, the Consultant shall submit for the City's approval a Construction Schedule in a bar chart format which shall indicate the dates for starting and completing the various stages of work.

(b) Services as defined in the Scope of Work shall govern the frequency and standards for performance of the work.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work compared to the Schedule. If the Contractor falls behind the Schedule for services for any reason for which the Contractor is responsible, the Contractor shall promptly take such action as is necessary to remedy the delay. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

(d) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$ 1,000.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(e) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the

business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted

if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

(a) The City may make changes within the general scope of the Agreement by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the

(b) If the requested change would result in a delay in the Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

d) Contractor will comply and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

ARTICLE VIII

Termination

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Schedule, or if the Contractor persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

ARTICLE IX**Indemnities**

(a) **Liability:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, or anyone directly or indirectly employed by the Contractor. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) **Professional Liability:** To the greatest extent permitted by Statute, Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) **Other Indemnities:** To the greatest extent permitted by Statute, Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits

payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

ARTICLE X

Insurance

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,000,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$3,000,000 for each accident.

3. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate	\$3,000,000.00
Products/completed operations aggregate	\$3,000,000.00
Each occurrence	\$3,000,000.00

Fire damage legal liability	\$3,000,000.00
Medical expenses	\$ 5,000.00

4. Professional Liability Insurance with minimum limits of liability of \$3,000,000.00 each claim, \$3,000,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$3,000,000.00 each occurrence; Property Damage \$3,000,000.00 each occurrence, \$3,000,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to City evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-day written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

ARTICLE XI

The Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that contractor has special skills which qualify contractor to perform the Work in accordance with the Contract and that contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE XII

Notices

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Clayton Department of Parks & Recreation

50 Gay Avenue

Clayton, Missouri 63105

Attention: Toni Siring

or to Contractor at:

*In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____ a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Clayton, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the Work designated as _____ located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, and shall for use in the prosecution of the Work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting there from, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to one year

after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this ____ day of _____, 2024.

In the presence of: _____ (SEAL)

By: _____

_____ (SEAL)

By: _____



City Manager
 10 N. Bemiston Avenue
 Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
 KAREN DILBER, DIRECTOR OF FINANCE
DATE: FEBRUARY 13, 2024
SUBJECT: ORDINANCE – 4TH QUARTER AMENDMENT TO THE FISCAL YEAR 2023 BUDGET

The City reviews and adjusts budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues. As part of the quarterly budget review, staff is presenting for your consideration the fourth amendment to the Fiscal Year 2023 (FY23) budget.

ALL FUNDS	FY 2023	Amendments	4th Quarter	FY 2023	
	Amended	Previously	Amendment	Budget After	%
	Budget	Approved	Requested	Amendment	Change
Beginning Fund Balance	\$44,376,281			\$44,376,281	
Revenues	\$41,768,368	(\$143,551)	\$1,911,415	\$43,536,232	4.2%
Expenditures	\$45,100,133	\$764,275	(\$5,468,264)	\$40,396,144	-10.4%
Net Change		(\$907,826)	\$7,379,679		
Ending Fund Balance	\$41,044,516			\$47,516,369	

Below are further explanations, presented by fund, of the items included in this amendment.

General Fund

Revenue—Increase of \$2,843,229

- Increase in sales tax revenue.
- Increase in parking meter revenue.
- Increase in interest revenue.

Expenditures—Decrease of \$(987,645)

- Decrease due to staffing fluctuations in some departments.
- Decreases due to delays in projects.

Sewer Lateral Fund

Revenue—No change

Expenditures—Decrease of \$(9,800)

- Decrease due to fewer sewer lateral requests for repairs than usual.

Special Business District Fund

Revenue—Decrease of \$(5,953)

- Decrease due to lower collection of real estate taxes than anticipated.

Expenditures—No change.

Debt Service Funds

Revenue—Decrease of \$(161,379)

- Decrease due to lower collection of real estate taxes than anticipated.

Expenditures—No change

Equipment Replacement Fund

Revenue—Increase of \$326,247

- Increase due to higher interest earnings on investments.

Expenditures—Decrease (\$1,140,746)

- Decrease due to supply chain delays and moving projects to FY24.

Capital Improvement Fund

Revenue—Decrease (\$147,244)

- Decrease due not receiving grant funds because of project delay.
- Decreased road and bridge tax collections.

Expenditures—Decrease (\$1,403,224)

- Decrease due to project delays.

Bond Construction Funds

Revenue—Decrease \$(943,485)

- Decrease due to grant funding related to the Central Business District project.

Expenditures—Decrease \$(1,926,849)

- Decrease due to project delays.

An ordinance is attached incorporating the recommended amendments to the FY23 budget. Exhibit 1-1 provides a fund summary of the effect of the recommended amendments and the percentage effect of the accumulated amendment on each fund. Exhibit 1-2 lists the individual budget line items in this quarter's amendment.

Recommendation: To approve the attached ordinance adopting an amendment to the FY23 budget with a net effect on the City's fund balances of an increase of \$7,379,679.

BILL NO. 7012

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023 BUDGET
AND APPROPRIATING FUNDS PURSUANT THERETO**

WHEREAS, the Board of Aldermen on September 27, 2022, adopted the annual budget for Fiscal Year 2023 commencing October 1, 2022; and

WHEREAS, the Fiscal Year 2023 budget was amended on April 25, 2023, and August 8, 2023 and is to be amended in the 4th quarter to account for changes in revenue and expenditures on a fund basis that may affect the budget by year end.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, AS FOLLOWS:

Section 1. The annual Fiscal Year 2023 (FY23) budget for the City of Clayton, Missouri, commencing on October 1, 2022, is hereby amended as reported in Exhibit 1-1, attached hereto and incorporated herein by this reference, and described in detail in the narrative portions of Exhibit 1-2, also attached hereto and incorporated herein by this reference, and summarized below:

	FY 2023	Amendments	4th Quarter	FY 2023
	Original	Previously	Amendment	Budget After
	Budget	Approved	Requested	Amendment
Revenues	\$41,768,368	(\$143,551)	\$1,911,415	\$43,536,232
Expenditures	\$45,100,133	\$764,275	(\$5,468,264)	\$40,396,144

Section 2. Funds are hereby appropriated as set forth in said Exhibits 1-1 and 1-2. The expenditure of the funds so appropriated shall be subject to the control of the City Manager.

Section 3. This ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 13th day of February 2024.

Mayor

ATTEST:

City Clerk

City of Clayton								EXHIBIT 1-1	
4th Quarter Fiscal Year (FY) 2023 Budget Amendment									
			FY 23 Original	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	FY 23 Budget	
			Budget	Amendment	Amendment	Amendment	Amendment	After	%
Fund	Fund Name	Type	Budget	Amendment	Amendment	Amendment	Amendment	Amendment	Change
10	General	Beginning Fund Balance	23,080,366					23,080,366	
	Fund	Revenues	28,359,578	55,213	0	(240,873)	2,843,229	31,017,147	9.4%
		Expenditures	30,559,757	129,394	0	(162,715)	(987,645)	29,538,791	-3.3%
		Ending Fund Balance	20,880,187	(74,181)	0	(78,158)	3,830,874	24,558,722	17.6%
20	Sewer Lateral	Beginning Fund Balance	104,795					104,795	
	Fund	Revenues	95,568	0	0	0	0	95,568	0.0%
		Expenditures	80,000	0	0	0	(9,800)	70,200	-12.3%
		Ending Fund Balance	120,363	0	0	0	9,800	130,163	8.1%
21	Special	Beginning Fund Balance	91,969					91,969	
	Business	Revenues	538,263	0	0	0	(5,953)	532,310	-1.1%
	District Fund	Expenditures	537,699	0	0	0	0	537,699	0.0%
		Ending Fund Balance	92,533	0	0	0	(5,953)	86,581	-6.4%
50	Equipment	Beginning Fund Balance	9,052,402					9,052,402	
	Replacement	Revenues	1,925,520	0	0	0	326,247	2,251,767	16.9%
		Expenditures	2,750,981	432,021	0	(10,639)	(1,140,746)	2,031,617	-26.1%
		Ending Fund Balance	8,226,941	(432,021)	0	10,639	1,466,993	9,272,552	12.7%
51	Capital	Beginning Fund Balance	8,171,331					8,171,331	
	Improvement	Revenues	6,096,581	107,025	0	(64,916)	(147,244)	5,991,446	-1.7%
	Fund	Expenditures	6,476,376	381,293	0	(7,579)	(1,403,224)	5,446,866	-15.9%
		Ending Fund Balance	7,791,536	(274,268)	0	(57,337)	1,255,979	8,715,910	11.9%
61	2014 Bond	Beginning Fund Balance	3,295,641					3,295,641	
	Construction	Revenues	976,790	0	0	0	(943,485)	33,305	-96.6%
	Fund	Expenditures	1,761,470	0	0	0	(1,926,849)	-165,379	-109.4%
		Ending Fund Balance	2,510,961	0	0	0	983,364	3,494,326	39.2%
62	Center of Clayton	Beginning Fund Balance	0					0	
	Construction	Revenues	0	0	0	0	0	0	0.0%
	Fund	Expenditures	0	0	0	0	0	0	0.0%
		Ending Fund Balance	0	0	0	0	0	0	0.0%
63	Ice Rink	Beginning Fund Balance	(1,314,543)					-1,314,543	
	Construction	Revenues	500,000	0	0	0	0	500,000	0.0%
	Fund	Expenditures	0	0	0	0	0	0	0.0%
		Ending Fund Balance	(814,543)	0	0	0	0	-814,543	0.0%
All	Debt Service	Beginning Fund Balance	1,894,320					1,894,320	
	Funds	Revenues	3,276,068	0	0	0	(161,379)	3,114,689	-4.9%
		Expenditures	2,933,850	2,500	0	0	0	2,936,350	0.1%
		Ending Fund Balance	2,236,538	(2,500)	0	0	(161,379)	2,072,659	-7.3%
		Beginning Fund Balances	44,376,281					44,376,281	
		TOTAL REVENUES	41,768,368	162,238	0	(305,789)	1,911,415	43,536,232	4.2%
		TOTAL EXPENDITURES	45,100,133	945,208	0	(180,933)	(5,468,264)	40,396,144	-10.4%
		Ending Fund Balances	41,044,516	(782,970)	0	(124,856)	7,379,679	47,516,369	15.8%

**City of Clayton
4th Quarter Budget Amendment - FY 2023**

EXHIBIT 1-2

Account #	Account Name	4th Quarter Amendment	Description
Revenue			
GENERAL FUND			
10.10-400.11	Real Property Taxes Current	(433,795.79)	Fewer real estate taxes were collected than anticipated.
10.10-400.12	Real Property Taxes Delinquent	5,846.16	Fewer delinquent accounts than anticipated
10.10-401.11	Personal Property Taxes Current	84,945.38	Greater personal property tax collections due to inflation.
10.10-401.12	Personal Property Taxes Delinquent	6,960.24	Greater personal property tax collections due to inflation.
10.10-402	Financial Institution Tax	10,599.33	Larger amount of financial institution tax collected than anticipated
10.10-410.11	Sales-Use Tax City Sales Tax	374,853.76	Increased sales tax collections due to inflation
10.10-410.12	Sales-Use Tax Fire Sales Tax	58,353.53	Increased sales tax collections due to inflation
10.10-410.13	Sales-Use Tax Public Safety Sales Tax	140,227.07	Increased sales tax collections due to inflation
10.10-410.14	Sales-Use Tax Local Option Sales Tax	52,043.14	Increased sales tax collections due to inflation
10.10-411.11	Utility Taxes Electric	(34,843.31)	Reduced consumer usage of electricity
10.10-411.12	Utility Taxes Gas	92,157.56	Increased consumer usage of gas
10.10-411.13	Utility Taxes Water	23,347.46	Increased consumer usage of water
10.10-411.14	Utility Taxes Telephone	603,729.15	Increase due to Charter settlement
10.10-412	Cable Franchise Fees	20,272.15	Increase due to Charter settlement
10.10-425.10	Federal Grants General	28,613.35	FEMA flood grant revenue
10.10-430.10	Business License General	73,108.47	More licenses than predicted
10.10-450	Parking Fines	199,372.49	More fines collected than anticipated
10.10-451	Municipal Court Fines	10,688.50	More fines collected than anticipated
10.10-470.10	Interest and Dividends General	438,975.00	Interest rates higher than when budgeting
10.10-470.11	Interest and Dividends Interest on Investments	473,832.04	Interest rates higher than when budgeting
10.10-480.11	Other Miscellaneous Court Convenience Fee (IPAY)	(9,023.26)	Fewer IPAY collections
10.10-480.12	Other Miscellaneous Parking Convenience Fee	8,487.00	More use than anticipated
10.17.20-421.15	Staff Reimbursements Technology Services	(17,777.52)	Reduced due to staff turnover
10.20.10-433.11	Building Permits Building	(15,552.77)	Some building projects pushed to FY24
10.20.10-433.12	Building Permits Plumbing	26,634.06	More small renovation projects than predicted
10.20.10-433.13	Building Permits Mechanical	(17,656.12)	Some building projects pushed to FY24
10.20.10-434.13	Planning and Zoning Permits and Fees Tenancy Permits	19,265.00	Additional permit projects

10.25.25-421.11	Staff Reimbursements School District - SRO	11,440.59	Revenue driven by staff hours
10.25.25-421.13	Staff Reimbursements RCCEEG	10,475.11	Revenue driven by staff hours
10.25.25-453.11	False Alarms Police	(10,740.00)	Software update removed tracking ability
10.30.30-433.14	Building Permits Fire Safety	16,248.01	More permits issued than anticipated
10.30.30-438.15	Service Fees Ambulance Charges	345,225.21	Increase due to usage
10.30.30-438.18	Service Fees Fire Protection - Wash Univ	(168,389.39)	Agreement renegotiated
10.30.30-438.20	Service Fees Fire Protection - Concordia	(48,032.00)	No current agreement in place
10.30.30-453.12	False Alarms Fire	(6,100.00)	Fewer false alarms than anticipated
10.40.40-415	Gas Tax	143,538.62	Increase due to consumer gas consumption
10.40.40-435	Degradation Fees	(31,413.71)	Fewer fees collected that anticipated
10.40.40-437.11	Other Permits Right of Way Permits	7,000.00	More permits issued than anticipated
10.40.44-460.10	Parking Meters General	269,181.62	Increased parking meter usage
10.40.44-460.11	Parking Meters Bonhomme Garage	183,368.90	Increased parking meter usage
10.40.44-460.12	Parking Meters Shaw Park Garage	(12,594.50)	Decreased parking meter usage
10.40.44-460.18	Parking Meters S Central Lot	23,549.93	Increased parking meter usage
10.40.44-462	Parking Agreements	(16,054.53)	Fewer parking agreements in place
10.40.44-463	Parking Space Rentals	(91,770.00)	Fewer parking space rentals
10.50.10-427.10	Donations General	(9,678.04)	Recreation Council reimbursements no longer processed through Clayton, as position is now housed at Webster Groves.
10.50.10-476	Property Leases	(40,389.00)	New GASB statement reflected in balance
10.50.60-440.11.13	Aquatics Memberships Resident-Family	(5,310.38)	Fewer memberships than anticipated
10.50.60-440.11.18	Aquatics Memberships Corporate	12,392.86	Corporate Membership sales at SPAC higher than anticipated.
10.50.60-440.12	Aquatics Admissions	5,931.00	Daily Fees at SPAC higher than anticipated.
10.50.60-440.14	Aquatics Programs	(6,265.99)	Revenue for private swim lessons down
10.50.62-442.14	Tennis Center Programs	5,482.60	Increased participation in summer camp programs and private tennis lessons.
10.50.63-443.20	Sports Programs Leagues - Youth	12,073.17	Increased registration fees for soccer and baseball; higher enrollments in baseball.
10.50.63-443.21	Sports Programs Sports Camps	11,096.00	Increased participation in contractual summer camp programs.
10.50.69-421.18	Staff Reimbursements CCF	9,300.78	Renegotiated agreement
	General Fund Total	2,843,228.93	
SPECIAL BUSINESS DISTRICT FUND			

21.10-400.11	Real Property Taxes Current	(18,866.19)	Fewer real estate taxes collected than anticipated.
21.10-400.12	Real Property Taxes Delinquent	12,913.63	Fewer delinquent accounts than anticipated
	Special Business District Fund Total	(5,952.56)	
EQUIPMENT REPLACEMENT FUND			
50.10-425.10	Federal Grants General	52,225.29	Flashing Arrows Project revenue
50.10-426.12	State and Local Grants Local	6,979.84	Fire Instructor Training Revenue
50.10-427.10	Donations General	(8,845.38)	SRO equipment reimbursement less than budgeted
50.10-470.11	Interest and Dividends Interest on Investments	191,793.87	Interest rates higher than when budgeting
50.10-480.10	Other Miscellaneous General	54,993.00	Insurance proceeds for vehicle losses
50.10-490.10	Sale of Assets General	29,100.00	Greater proceeds than anticipated
	ERF Total	326,246.62	
CAPITAL IMPROVEMENT FUND			
51.10-425.11	Federal Grants Transportation	(38,712.43)	Projects moved to FY24
51.10-426.12	State and Local Grants Local	(425,760.00)	Delay in projects
51.10-427.11	Donations Project	(59,266.00)	Timing of receipts crossed fiscal years
51.10-470.11	Interest and Dividends Interest on Investments	142,483.92	Interest rates higher than when budgeting
51.40.40-418	St. Louis County Road and Bridge Tax	(80,721.08)	Fewer road & bridge taxes collected than anticipated
51.10-410.15	Sales-Use Tax Capital Improvement Sales Tax	109,767.00	Increased sales tax collections due to inflation
51.10-410.16	Sales-Use Tax Parks-Storm Water Sales Tax	51,952.53	Increased sales tax collections due to inflation
51.10-410.17	Sales-Use Tax Use Tax	153,011.86	Increased online sales
	Capital Improvement Fund Total	(147,244.20)	
G.O. BOND CONSTRUCTION FUND			
61.10-425.10	Federal Grants General	(965,535.00)	CBD Phase 1 moved to FY24
61.10-470.11	Interest and Dividends Interest on Investments	22,050.25	Interest rates higher than when budgeting
	G.O. Bond Construction Fund Total	(943,484.75)	
DEBT SERVICE FUNDS			
35.10-470.11	Interest and Dividends Interest on Investments	16,251.48	Interest rates higher than when budgeting
35.10-400.11	Real Property Taxes Current	(280,607.73)	Fewer real estate taxes collected than anticipated.
35.10-400.12	Real Property Taxes Delinquent	5,010.39	Fewer delinquent accounts than anticipated
35.10-401.11	Personal Property Taxes Current	215,024.08	Greater personal property tax collections due to inflation.
37.10-470.11	Interest and Dividends Interest on Investments	24,107.11	Interest rates higher than when budgeting
37.10-400.11	Real Property Taxes Current	(126,357.42)	Fewer real estate taxes were collected than anticipated.
37.10-400.12	Real Property Taxes Delinquent	(14,807.33)	Fewer delinquent accounts than anticipated
	Debt Service Funds Total	(161,379.42)	
Total Revenue Amendment		1,911,414.62	

Account #	Account Name	4th Quarter Amendment	Description
Expenditures			
GENERAL FUND			
10.15.12-505.10	Part-Time General	(3,350.26)	Meeting attendance driven expense
10.15.12-635.16	Professional Services Boards and Commissions	(3,197.75)	No expenditures in FY23
10.17.15-600	Postage	(9,712.80)	Fewer mailings than anticipated
10.17.15-610.10	Travel and Training General	(9,208.02)	Fewer meetings and training attended than anticipated
10.17.15-635.11	Professional Services Consultant	(6,525.00)	Costs lower than anticipated
10.17.15-635.12	Professional Services Legal	(12,109.32)	Fewer legal expenses than anticipated
10.17.16-625	Advertising	(3,000.00)	No expenditures in FY23
10.17.16-770	Meetings and Receptions	(1,575.00)	Fewer meetings than anticipated
10.17.17-510	Overtime	(24,245.63)	Less overtime worked than budgeted for events
10.17.17-675	Events	(30,185.66)	Fewer expenses than anticipated
10.17.18-500	Full-Time Salaries	(25,392.79)	Reduction due to staff turnover
10.17.18-570.11	Medical Insurance Premiums	(25,760.82)	Reduction due to staff turnover
10.17.18-635.14	Professional Services Financial	9,273.40	Increase due to audit expense
10.17.19-500	Full-Time Salaries	(10,115.39)	Reduction due to staff turnover
10.17.19-505.10	Part-Time General	(11,072.31)	Reduction due to staff turnover
10.17.19-610.10	Travel and Training General	(4,404.73)	Reduction due to staff turnover
10.17.19-615	Printing and Photography	(2,527.04)	Fewer materials needed than anticipated
10.17.19-635.10	Professional Services General	(7,824.05)	Services not utilized to the extent anticipated
10.17.19-635.11	Professional Services Consultant	(2,440.00)	Services not utilized to the extent anticipated
10.17.19-676	Employee Relations	(8,268.42)	Expenses less than anticipated
10.17.20-500	Full-Time Salaries	(61,759.33)	Reduction due to staff turnover
10.17.20-570.11	Medical Insurance Premiums	(20,663.74)	Reduction due to staff turnover
10.17.20-610.10	Travel and Training General	(35,656.96)	Reduction due to staff turnover
10.17.20-630.11	Maintenance and Repair Equipment	(28,101.57)	Fewer replacements than anticipated
10.17.20-640.10	Service Contracts General	(69,335.08)	Project timing delays
10.17.20-815	Technology Projects	(34,699.14)	Project timing delays
10.17.21-510	Overtime	(4,509.99)	Less overtime worked than budgeted
10.17.21-640.10	Service Contracts General	22,329.00	Passport fees, driven by use, greater than expected
10.17.26-510	Overtime	(1,307.00)	Less overtime worked than budgeted
10.17.26-540	FICA - Employer Portion	(699.85)	Reduced due to overtime
10.17.26-570.11	Medical Insurance Premiums	(2,205.04)	Cost driven by employee elections

10.17.26-615	Printing and Photography	(6,937.74)	Fewer printing and photography needs than anticipated
10.17.26-755.10	Other Supplies and Materials General	(1,000.00)	No expenditures in FY23
10.17.26-760	Uniforms and Clothing	(1,431.14)	Fewer expenses than anticipated
10.20.10-500	Full-Time Salaries	(18,493.57)	Vacant positions and turnover
10.20.10-510	Overtime	(3,587.54)	Vacant positions and turnover
10.20.10-570.11	Medical Insurance Premiums	(27,886.81)	Vacant positions and turnover
10.20.10-635.10	Professional Services General	17,367.44	Comprehensive plan project spread across FY23 & FY24
10.25.25-500	Full-Time Salaries	(66,700.75)	Reduction due to staff turnover
10.25.25-505.10	Part-Time General	(5,889.60)	Reduction due to staff turnover
10.25.25-605.11	Utilities Telephone and Cable	(1,236.24)	Costs lower than anticipated
10.25.25-630.11	Maintenance and Repair Equipment	(1,937.73)	Costs lower than anticipated
10.25.25-760	Uniforms and Clothing	(1,879.12)	Costs lower than anticipated
10.30.30-760	Uniforms and Clothing	22,970.66	Increase due to staff turnover
10.40.40-500	Full-Time Salaries	(52,136.11)	Reduction due to staff turnover
10.40.40-505.10	Part-Time General	(10,887.50)	Reduction due to staff turnover
10.40.40-510	Overtime	(3,945.00)	Reduction due to staff turnover
10.40.40-540	FICA - Employer Portion	(6,021.56)	Reduction due to staff turnover
10.40.40-570.11	Medical Insurance Premiums	(26,251.41)	Reduction due to staff turnover
10.40.40-605.11	Utilities Telephone and Cable	(6,379.57)	Costs lower than anticipated
10.40.40-610.10	Travel and Training General	(2,797.19)	Reduction due to staff turnover
10.40.40-635.13	Professional Services Architects and Engineers	(3,120.75)	Costs lower than anticipated
10.40.40-640.10	Service Contracts General	(2,523.75)	Costs lower than anticipated
10.40.40-670	Waste and Recycling	(24,494.13)	Reduction due to penalty fees, partial year rates & misc. adjustments
10.40.41-500	Full-Time Salaries	(31,151.62)	Reduction due to staff turnover
10.40.41-505.10	Part-Time General	(19,368.00)	Reduction due to staff turnover
10.40.41-510	Overtime	(14,934.75)	Reduction due to staff turnover
10.40.41-540	FICA - Employer Portion	(7,733.58)	Reduction due to staff turnover
10.40.41-570.11	Medical Insurance Premiums	(26,730.02)	Reduction due to staff turnover
10.40.41-590	Workers Compensation	(7,932.18)	Reduction due to staff turnover
10.40.41-630.12	Maintenance and Repair Facilities	(27,501.00)	Monument repairs to be included & bid with capital project for Monuments
10.40.41-640.10	Service Contracts General	(21,775.45)	Contract tree removal and leaf processing under projected budget.
10.40.41-715.10	Agriculture Supplies General	(14,833.06)	Some tree replacements in CBD moved to FY24.
10.40.41-805	Equipment	(14,382.75)	Trailers budgeted in FY23 received in FY24 for a total cost of \$17195
10.40.41-840.14	Roads and Lots Crack sealing	(6,360.39)	Costs under budget

10.40.42-505.10	Part-Time General	(2,643.00)	Reduction due to staff turnover
10.40.42-510	Overtime	(2,205.26)	Reduction due to staff turnover
10.40.42-630.12	Maintenance and Repair Facilities	(38,740.46)	10 N Bemiston Exterior Metal Painting pushed to FY24 10 S Brentwood Concrete Repair Garage pushed to FY24
10.40.43-570.11	Medical Insurance Premiums	(10,703.74)	Reduction due to staff turnover
10.40.43-630.11	Maintenance and Repair Equipment	28,151.86	More repairs completed than anticipated
10.40.43-686.12	Insurance Deductibles and Losses Property - Vehicles	10,363.88	Increase in vehicle loss expenses
10.40.43-750	Vehicle Parts	17,919.17	More repairs completed than anticipated
10.40.44-505.10	Part-Time General	(9,240.00)	Reduction due to staff turnover
10.40.44-640.13	Service Contracts Parking	27,511.67	Additional fees associated with FEMA flooding cleanup
10.40.44-655	Banking and Credit Card Fees	12,307.16	Transaction driven fees.
10.40.45-500	Full-Time Salaries	8,086.63	Increase due to staffing changes
10.40.45-510	Overtime	3,191.67	Increase due to staffing changes
10.40.45-640.10	Service Contracts General	(13,387.35)	Costs lower than anticipated
10.50.10-500	Full-Time Salaries	(72,068.51)	Reduction due to staff turnover
10.50.10-570.11	Medical Insurance Premiums	(9,878.96)	Reduction due to staff turnover
10.50.10-600	Postage	(5,373.72)	Fewer mailings than anticipated
10.50.10-610.10	Travel and Training General	(3,776.67)	Reduction due to staff turnover
10.50.10-700.10	Office Supplies General	(2,919.93)	Fewer supplies purchased than anticipated
10.50.60-505.10	Part-Time General	(8,011.40)	Fewer private swim lessons at SPAC
10.50.60-605.12	Utilities Water	27,968.83	Increased water usage during Shaw Park Ice Rink demolition
10.50.60-640.14	Service Contracts Aquatic Management	44,346.34	Increase in pay rate for lifeguards
10.50.60-755.22	Other Supplies and Materials Chemicals	(10,985.54)	Excess supply of chemicals leftover from FY22
10.50.62-640.10	Service Contracts General	(26,766.39)	Contractor brought in more direct payments through his registration system, resulting in a lower amount due from the City at year end reconciliation.
10.50.63-505.10	Part-Time General	(21,388.68)	Cancellation of several adult leagues & vacancies
10.50.63-640.15	Service Contracts Camp Instructors	9,219.05	Increased participation in summer camps
10.50.64-500	Full-Time Salaries	(83,011.23)	Reduction due to staff turnover
10.50.64-505.10	Part-Time General	(20,293.73)	Reduction due to staff turnover
10.50.64-540	FICA - Employer Portion	(9,697.46)	Reduction due to staff turnover
10.50.64-570.11	Medical Insurance Premiums	(27,016.13)	Reduction due to staff turnover
10.50.64-605.13	Utilities Sewer	15,623.42	Increased water usage & sewer rates

10.50.64-630.12	Maintenance and Repair Facilities	8,334.39	Increased expense due to outsourced park restroom cleaning & powder coating park benches
10.50.69-505.10	Part-Time General	10,824.29	Increased hours and pay rate for CCF part time staff
10.50.69-540	FICA - Employer Portion	420.83	Increased hours and pay rate for CCF part time staff
10.50.69-550	Group Life Insurance	11.87	Increased hours and pay rate for CCF part time staff
10.50.69-640.10	Service Contracts General	22,534.17	Increase due to amended agreement
10.50.69-770	Meetings and Receptions	(200.00)	No meeting or reception costs in FY23
	General Fund Total	(987,645.13)	
SEWER LATERAL FUND			
20.40.40-680	Sewer Lateral Reimbursements	(9,800.00)	Fewer sewer lateral repairs than anticipated.
	Sewer Lateral Fund Total	(9,800.00)	
EQUIPMENT REPLACEMENT FUND			
50.17.20-815	Technology Projects	34,034.90	FY22 switch project carried over into FY23
50.25.25-800	Vehicles	246,972.96	Carryover from previous FY
50.30.30-800	Vehicles	(585,859.00)	Supply chain issues
50.30.30-805	Equipment	84,488.60	Costs greater than anticipated
50.30.30-850	Facility Improvements	(110,000.00)	No expenditures in FY23
50.40.41-800	Vehicles	(160,390.00)	Supply chain issues
50.40.42-800	Vehicles	(29,651.00)	Equipment life cycle extended
50.40.42-805	Equipment	23,302.77	Admin conference room & Council chamber furniture
50.40.42-850	Facility Improvements	(344,361.00)	Repairs delayed due to availability
50.40.43-805	Equipment	(23,805.00)	Delayed to FY24 due to staff availability
50.40.44-805	Equipment	(34,467.00)	Long lead times on Parkeons, moved to FY24
50.40.45-800	Vehicles	(6,838.00)	Equipment under budget
50.40.45-805	Equipment	(146,147.40)	Project closeout in FY24
50.50.60-805	Equipment	(7,361.58)	Error in SPAC sound system budget
50.50.60-850	Facility Improvements	(7,358.60)	Final installment of SPAC lockers not yet complete
50.50.62-850	Facility Improvements	(73,307.00)	Tennis Center court resurfacing delayed
	ERF Total	(1,140,746.35)	
CAPITAL IMPROVEMENT FUND			
51.40.40-635.11	Professional Services Consultant	(112,689.30)	Project to conclude in FY24
51.40.41-820	Curb and Sidewalks	(87,500.00)	FY23 project paid by St. Louis County
51.40.41-840.10	Roads and Lots General	(7,187.00)	Project delayed to FY24 due to Ameren delays
51.40.41-840.11	Roads and Lots Resurfacing	(190,000.00)	Project delayed to FY24
51.40.41-840.12	Roads and Lots Micro surfacing	(56,385.54)	Project completed under budget
51.40.42-850.10	Facility Improvements General	(664,484.15)	Projected delayed to FY24
51.50.10-640.10	Service Contracts General	(82,784.83)	Livable Communities Master Plan delayed
51.50.10-645	Contribution to CRSWC	21,482.00	Larger CRSWC deficit reimbursement

51.50.64-870.11	Park Improvements Shaw Park	240,592.76	Ice Rink Demolition from FY22
51.50.64-870.13	Park Improvements Oak Knoll Park	(30,257.08)	Restroom enhancements not yet complete
51.50.64-870.24	Park Improvements Maryland Park	(434,010.55)	Construction hasn't started due to utility delays
	Capital Improvement Fund Total	(1,403,223.69)	
G.O. BOND CONSTRUCTION FUND			
61.40.40-635.10	Professional Services General	(225,000.00)	Project delayed to FY24
61.40.41-820	Curb and Sidewalks	(51,678.79)	Project completed under budget
61.40.41-825	Streetscapes	(358,854.00)	Project delayed to FY24
61.40.41-840.11	Roads and Lots Resurfacing	(1,291,316.16)	CBD Phase 1 moved to FY2024
	G.O. Bond Construction Fund Total	(1,926,848.95)	
Total Expenditure Amendment		(5,468,264)	