

NOTE: THE BOARD OF ALDERMEN MEETING WILL BE HELD **IN-PERSON**
AND VIRTUALLY VIA ZOOM (link is below).

Please note, individuals may attend in-person or virtually via Zoom. Doors will open 30 minutes prior to the start of each meeting.

Please click this URL to join. <https://us02web.zoom.us/j/85140176164>; Webinar ID: 851 4017 6164

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Or join by phone:

US: +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468

International numbers available: <https://us02web.zoom.us/j/85140176164>

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
TUESDAY, MARCH 26, 2024 – 6:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE**

ROLL CALL

PUBLIC REQUESTS & PETITION

PUBLIC HEARING

1. Resolution - A Conditional Use Permit for 7645 Wydown Boulevard *d/b/a* as Starbucks. (Res. No. 2024-03)

CONSENT AGENDA

1. Minutes – February 27, 2024
2. Resolution – Agreement with Lochmueller Group for a lighting study in Shaw Park and Oak Knoll Park. (Res. No. 2024-04)
3. Motion – Liquor license upgrade for 888 Food LLC *d/b/a* Jinzen Fusion Cuisine at 8113 Maryland Avenue.

CITY MANAGER REPORT

1. Discussion on residential permit parking.
2. Ordinance – FY2024 1st Quarter Budget Amendment. (Bill No. 7015)
3. FY2024 1st Quarter Financial Report
4. Ordinance – Mutual Aid Agreement with Mutual Aid Box Alarm Systems (MABAS). (Bill No. 7016)
5. Resolution – Municipal Garage Project Design and Construction, Owner’s Representative Task Order. (Res. No. 2024-05)

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.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ANNA KRANE, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: MARCH 26, 2024

SUBJECT: PUBLIC HEARING & A RESOLUTION - A CONDITIONAL USE PERMIT FOR 7645 WYDOWN BOULEVARD TO BE KNOWN AS STARBUCK'S

This is a public hearing to consider an application for a Conditional Use Permit submitted by Larry Moore, MOA Architecture, on behalf of Mark Sullivan – BCG-BBJ-Denny's-Starbucks, restaurant owner, to allow for the operation of a 2,296 square foot restaurant to be known as Starbuck's. The previous restaurant has been closed for over a year, requiring approval of a new Conditional Use Permit for the new restaurant. The previous Starbuck's was a corporate location while the proposed operator is a franchisee.

The proposed hours of operation are seven days a week from 6:00 a.m. till 7:00 p.m. There is no off-street parking located on the property for the commercial space. The restaurant is located outside of the Central Business District and is therefore required to provide employee parking. The applicant will be required to provide proof of employee parking prior to the City issuing an Occupancy Permit.

Deliveries to the restaurant will be made through the main entrance on Wydown and are expected to occur Mondays and Wednesdays between 10:00 a.m. and 4:00 p.m. The business will be responsible for coordinating deliveries so that traffic and parking along Wydown Boulevard and Hanley Road are not impacted and that no safety issues are created. Trash will be stored in the existing dumpsters located at the rear of the building. The applicant intends to participate in a recycling program.

The Plan Commission reviewed the proposed Conditional Use Permit at their meeting on March 18, 2024, and voted to recommend approval to the Board of Aldermen.

STAFF RECOMMENDATION: To approve a Conditional Use Permit for the operation of Starbuck's located at 7645 Wydown Boulevard per the conditions outlined in the Resolution.

RESOLUTION NO. 2024-03

WHEREAS, on February 28, 2024, the City received an application and letter from Larry Moore, of MOA Architecture, requesting a Conditional Use Permit to allow the operation of a 2,296 square foot restaurant to be known as Starbuck's located at 7645 Wydown Boulevard;

WHEREAS, the Board of Aldermen held a public hearing with regard to this Conditional Use Permit, after due notice as required by law, at their meeting of March 26, 2023; and

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to BCG-BBJ-Denny's-Starbucks / T&S Food Services, LLC, to allow the operation of Starbuck's located at 7645 Wydown Boulevard is hereby granted. Said property is more particularly described as follows:

LOT 9, BLOCK A OF THE WYDOWN FOREST SUBDIVISION

Section 2. In addition to compliance with all Ordinances of the City of Clayton and Laws of the State of Missouri, the permitted uses shall be conducted so as to comply with the following stipulations and conditions at all times:

- (1) The permit shall be granted to BCG-BBJ-Denny's-Starbucks / T&S Food Services, LLC, (the "Permittee") and shall not be transferred or assigned without the prior written approval of the City of Clayton.
- (2) The property shall be improved, maintained, and operated substantially in accordance with the application and letter dated February 28, 2024, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) Maximum hours of operation shall be 6:00 A.M. to 7:00 P.M. seven days a week.
- (4) All work shall conform to the plans submitted to and approved by the City of Clayton.
- (5) Deliveries to the restaurant shall be made on Mondays and Wednesdays between 7:00 a.m. and 4:30 p.m. The permittee shall be responsible for coordinating delivery locations and times so as not to impede traffic flow or parking on Wydown Boulevard and Hanley Road.

- (6) An approved trash container shall be provided on the premises. All refuse will be placed in sealed plastic bags and placed in a closed commercial trash dumpster. The trash area will be kept in a clean, orderly, and sanitary manner at all times.
- (7) The Permittee agrees to participate in recycling.
- (8) The Permittee is responsible for keeping the area inside the restaurant and the area adjacent to the establishment, including the sidewalk, clean and free from litter.
- (9) The Permittee shall secure off-street employee parking spaces and written verification of such parking must be made to the Director of Planning and Development Services before the issuance of an Occupancy Permit.
- (10) The Permittee shall install a hood suppression system if required by the Clayton Fire Department.
- (11) Delivery service from the restaurant shall be in accordance with the stipulations contained in the resolution pertaining to delivery services adopted May 10, 1994.
- (12) No service stations or service fixtures shall be permitted outside the building.
- (13) No outdoor lighting shall be permitted without the prior written approval of the Director of Planning and Development Services.
- (14) The Permittee agrees to verbally notify persons requesting carry-out orders that double parking is prohibited. Additionally, the Permittee agrees that the carry-out portion of the business is hereby permitted only upon a six (6) month trial basis. Should parking or traffic problems increase as a result of such carry-out business, the Permittee agrees, upon notice from the Plan Commission, to cease said carry-out business.
- (15) The Permittee agrees that no offensive or annoying odors will emanate from the building. The question of whether an odor is offensive or annoying shall be in the sole discretion of the Department of Planning and Development Services.
- (16) All signs must be approved by the City prior to installation.
- (17) Permittee may choose to do business under a different trade name from time to time. If the name of the permitted facility is changed, Permittee shall register the new trade name with the Department of Planning and Development Services prior to utilizing any name other than that specified herein.
- (18) The Permittee shall within thirty (30) days notify the City Clerk of the City of Clayton in writing that the conditional use permit is accepted and that the conditions set forth herein are understood and will be complied with.

(19) Breach of any of the conditions provided for in this permit shall automatically affect the revocation of this permit, and same shall be rendered null and void.

Any future exterior alterations/renovations must be approved by the City prior to such change. Any exterior signage shall conform to the City's Sign Ordinance and be approved by the City prior to installation.

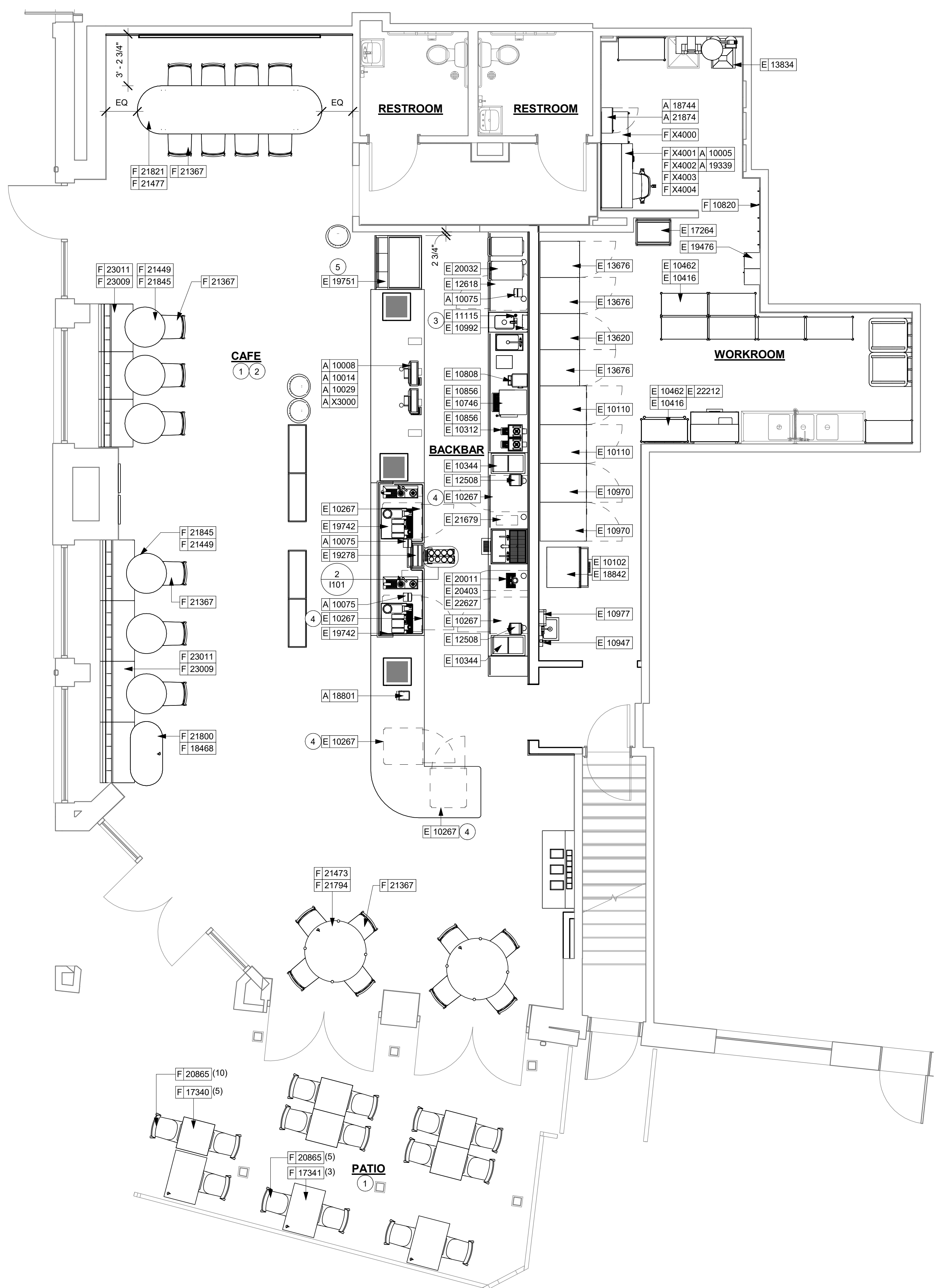
Section 3. The City Manager of the City of Clayton is hereby authorized and directed to issue a conditional use permit in accordance with the provisions of this Resolution. Said permit shall contain all the conditions and stipulations set out in Section 2 of this Resolution.

Adopted this 26th day of March 2024.

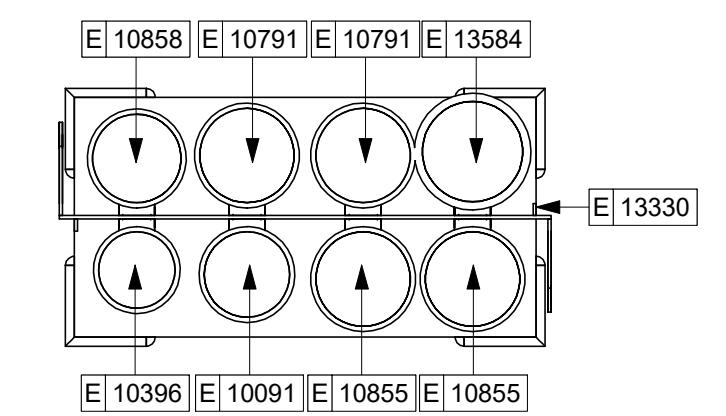
Mayor

ATTEST:

City Clerk



1 FURNITURE, FIXTURES, AND EQUIPMENT PLAN
Scale: 1/4" = 1'-0"



2 CUP CADDY DETAIL
Scale: 1 1/2" = 1'-0"

KEYED NOTES

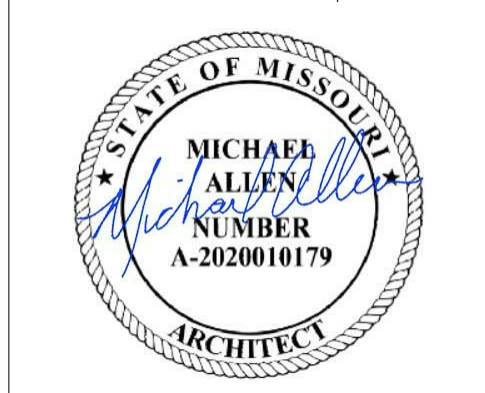
1. INSTALL ALL FURNITURE THROUGHOUT AS SHOWN.
2. PLACE MERCHANDISE FIXTURES AND RETAIL FLOOR BASKETS PER PLAN. STORE OPERATORS TO ORDER RETAIL FLOOR BASKETS.
3. HAND SINK WITH INTEGRAL SPLASH GUARD.
4. GENERAL CONTRACTOR TO REVERSE HINGE ON U / C REFRIGERATOR TO LEFT HAND SWING AS SHOWN.
5. DO NOT BLOCK FOOD CASE INTAKE / EXHAUST.

GENERAL NOTES

- A. THE SITE IS SERVED BY THE MUNICIPAL WATER AND SEWER SYSTEM UNLESS OTHERWISE NOTED.
- B. ALL FLOOR AND WALL JUNCTIONS IN STORAGE AND PREP AREAS SHALL HAVE A COVERED BASE.
- C. ALL FOOD STORAGE SHALL BE AT LEAST 6" (150MM) AFF.
- D. ALL WOOD SURFACES (DOORS, TRIM, SHELVES, CABINETS) SHALL BE SEALED.
- E. FLOORS, WALLS AND CEILING FINISHES IN FOOD PREP AREAS SHALL BE SMOOTH, NON-TOXIC, NON- ABSORBENT, DURABLE AND EASILY CLEANABLE. PAINT SHALL BE WASHABLE AND SEMI-GLOSS OR HIGH-GLOSS FINISH.
- F. ALL EQUIPMENT AND INSTALLATION WILL MEET NATIONAL SANITATION FOUNDATION STANDARDS OR EQUIVALENT.
- G. ALL EQUIPMENT AND CABINETS WILL BE FLUSH MOUNTED TO COUNTERS, WALLS OR FLOORS, OR BE RAISED TO ALLOW FOR CLEANING.
- H. CONFIRM ALL NECESSARY EQUIPMENT CLEARANCES PER PRODUCT CUT SHEET (E.G. ICE MACHINE).
- I. FOR LOCATION OF COUNTERTOP EQUIPMENT, REFER TO CASEWORK ELECTRICAL DETAILS.
- J. EQUIPMENT UNITS SHALL CONTAIN NO EXPOSED THREADS, EMBELLISHMENTS OR OVERHANGING EDGES THAT SERVE AS PLACES FOR ACCUMULATION OF DUST, DIRT AND DEBRIS.
- K. EACH HAND WASHING SINK WILL HAVE A SINGLE SERVICE TOWEL AND SOAP DISPENSER, AND ALL HAND SINKS TO HAVE A COMBINATION FAUCET OR PREMIXING FAUCET.
- L. FOR PLUMBING FIXTURES, REFER TO THE PLUMBING DESIGN PLAN.



ARCHITECTURE | INTERIOR | DESIGN PLANNING
Main Office
PO Box 6922 Greenville, SC 29606
Phone: 864-777-3023 p



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STARBUCKS
WYDOWN & HANLEY
7645 WYDOWN BLVD
CLAYTON, MO 63105

NOT FOR CONSTRUCTION

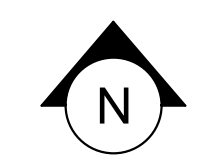
ISSUE DATE: 04/25/2023

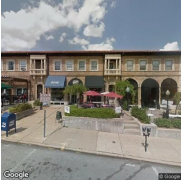
NO.	DESCRIPTION	DATE

DRAWN BY: LFM
SHEET TITLE:
FF & E PLAN

SHEET NO. 1101
PROJ. NO. 230102

1101





PERMIT PROJECT
 FILE #: 23-003159
 7645 WYDOWN BLVD CLAYTON MO 63105
 BUILD-OUT - STARBUCK'S RESTAURANT



PERMIT #: CUP24-000001

Permit Type
 Conditional Use Permit

Subtype
 Restaurant CUP

Work Description:
 Remodel of an existing Starbuck's restaurant to include architectural, mechanical, plumbing and electrical work.

Applicant
 MOA architecture - Larry Moore

Status
 Under Review

Valuation
 0.00



FEES & PAYMENTS

Plan Check Fees 0.00

Permit Fees 235.00

Total Amount 235.00

Amount Paid 235.00

Balance Due 0.00

Non-Billable



PERMIT DATES

Application Date
 02/28/2024

Approval Date

Issue Date:

Expiration Date:
 03/18/2025

Close Date

Last Inspection
 Site Visit. on 03/18/2024

PARTIES IN INTEREST

Agent

BCG-BBJ-Denny's-Starbucks / T&S Food Services LLC - Mark Sullivan



Architect

MOA Architecture - Michael Allen



SITE DESCRIPTION

Zoning District

R-6



Current Use

*Restaurants and prepared food dispensing uses.



Proposed Use

*Restaurants and prepared food dispensing uses.



Estimated Cost

\$700,000.00

No. of Stories

1

INTENDED USE-RESTAURANT

Briefly describe the type and character of the operation

Our establishment will serve high-quality coffee and other beverages, along with a variety of food items. We aim to create a welcoming environment where residents and visitors can enjoy their favorite Starbucks drinks and snacks.



Days and Hours of Operation

Monday-Sunday, 6 am to 7 pm



Will a liquor license be request?

No



Square Footage of Proposed Use

2296

Number of Seats

30

Employee Parking Spaces

Patron Parking Spaces

Valet Parking?

No



Location of Parking Facilities



Describe when and how deliveries will be made to the operation

handled via the main entrance expect to occur on Mondays and Wednesdays between 10am and 4pm



If restaurant is to offer deliveries, please describe your ability to comply with the attached City of Clayton Delivery Policy



Briefly describe the manner in which the disposal of refuse for the operation will occur
dumpsters at rear of property, contract with Republic Services

Does the restaurant intend to participate in a recycling program?
Yes

OUTDOOR DINING/SEATING

Please provide a copy of survey showing building line, property line, right-of-way line, proposed seating plan and landscaping

Is this an outdoor dining service area or seating for self-service? Briefly explain the operation.
Already have approved outdoor seating permit number OUT23-000023

Is the food service and menu the same as the indoor facilities? Please explain
Yes

Square footage of the Area

Number of Seats
16

Please explain how patrons will access the outdoor dining/seating facilities from the restaurant

Description of Furniture

Description and proposed location of Pedestrian Barrier

Description of Landscaping

Description of Lighting

Hours of Operation

Will there be public right-of-way encroachment?

Number of Feet

AMENDMENT TO AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

Please describe the proposed amendment

Please describe why the proposed amendment is necessary

TRANSFER OF AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

The full legal name of the restaurant operation currently approved, as set forth on the existing conditional use permit



The full legal name (owner, partnership, corporation, etc.) and complete address of the entity to which the C.U.P will be transferred

Please describe any changes to the operation

Please describe any changes to the menu

Please describe any changes to the hours of operation, seating and decor

FEES					
FEE	DESCRPTI	QUANTITY	AMOUNT	TOTAL	
Application Fee				35.00	
Conditional Use Permit Fee				200.00	
Plan Check Fees				0.00	
Permit Fees				235.00	
Total Fees				235.00	

PAYMENTS							
DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
03/05/2024	Credit	V-80315125	CUP24	6921	MOA archit	235.00	 
Amount Paid						235.00	
Balance Due						0.00	

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
March 12, 2024
7:00 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, Gary Feder, Rick Hummell, and Mayor Michelle Harris.

Staff: City Manager Gipson, City Attorney O’Keefe, and Assistant City Manager Muskopf

PUBLIC REQUESTS AND PETITIONS

Ben Uchitelle addressed the Board with concerns on the announcement of the closing of Fontbonne University which will be purchased by Washington University

CLAYTON COMMUNITY EQUITY COMMISSION ANNUAL REPORT

Chris Schmiz and Stuart Berkowitz provided the Board with a presentation of the annual report.

CONSENT AGENDA

1. Minutes – February 27, 2024
2. Resolution – Submittal of a Hazardous Moving Violation Enforcement Grant Application. (Res. No. 2024-02)
3. Motion – Liquor license for CP South Central, LLC d/b/a the Strat Bar at AC Hotel.

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 Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye.

FY2023 4TH QUARTER FINANCIAL REPORT

City Manager Gipson gave a report to the Board on the FY2023 4th Quarter Financial report as provided in the Board packet.

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

OTHER

Alderman Berkowitz reported on the following:

- Parks & Recreation Commission
 - Update on the Remembrance Park construction.

- Discussed funded capital projects for FY2024 – the Center of Clayton roof project, Tennis Center lighting project, Shaw Park HVAC project and ballfields #1 & #2 reseeding and grading project along with other future proposed projects.

Alderman McAndrew reported on the following:

- Plan Commission – reviewed plans for a new home on Forsyth Boulevard; reviewed/discussed an issue where a Clayshire resident constructed a nonpermitted parking pad.
- Comprehensive Plan Steering Committee meeting on March 5 with consultants.
- Met with Eric Gruenfelder, Parks Director for the City of Brentwood regarding the possible use of their ice rink for hockey practice for CHS.
- Ward 3 Coffee – well attended; received an update from Deb Grossman, Chair of the Sustainability Committee.

Alderman Buse reported on the following:

- Ward 2 Coffee – Deb Grossman, Chair of the Sustainability Committee provided an update and presentation to the group; great way to attract more people to get involved.

Alderman Patel reported on the following:

- Ward 1 looking forward to upcoming meetings regarding the Washington University/Concordia Seminary Overlay project.
- Participated in a tour at the History Museum – Influential Women and attended an event on Black History & Disability Rights Movement.

Alderman Feder reported on the following:

- Ward 3 Coffee – very well attended, lots of questions.
- Attending the Missouri Growth Association’s event, “Finance Trends in Real Estate” on March 14
- Long time Clayton resident/citizen, Dr. David Berland, recently passed away

Alderman Hummell reported on the following:

- CRSWC – staff is actively working on marketing and promoting information; membership at the Center is increasing.
- Met with Jan Anglin who provided a tour of the Hi-Pointe neighborhood and its historical significance.
- CCF Annual meeting – continuing to actively work on fundraising; continued discussion on seeking to get artwork on Wydown Boulevard (Big Bend area); thoughts are to rent or borrow as done for other artwork.
- Clayton Chamber of Commerce Annual Awards dinner.
- Comprehensive Plan Steering Committee met March 5.
- Washington University/Concordia Seminary Overlay.
- Recognized Ward 2 aldermanic candidate, Jeff Yorg in the (virtual) audience.

Mayor Harris reported on the following:

- Recognized MYAC students in attendance at tonight’s meeting; MYAC was provided a tour of the Fire Department last month; scheduled to tour the Parks Department on March 13

Alderman Buse commented that while visiting the Los Angeles area she became aware of how larger businesses are working together to subsidize small boutique businesses in building retail

growth and setting an “atmosphere” for the neighborhoods. Good idea for the city to consider when new development projects are presented.

Alderman Berkowitz added that the University Loop retail growth is due in part to Joe Edwards brings tenants in without charging rent.

City Manager Gipson provided additional information to the Board on the FY2023 4th Quarter Financial Report with regards to sales tax.

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

The motion passed unanimously on a voice vote.

There being no further business the meeting 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: MARCH 26, 2024
SUBJECT: RESOLUTION – A TASK ORDER AGREEMENT WITH LOCHMUELLER GROUP FOR A PARKS LIGHTING STUDY

Before you tonight is a Task Order Agreement in the amount of \$149,670 with Lochmueller Group Inc., a current on-call provider for engineering services for the City of Clayton, to conduct a Parks Lighting Study. This study will serve as the guiding document in three upcoming lighting projects in the City of Clayton's Park System. Included in the CIP budget in fiscal years 2024 through 2026 are lighting replacement projects in Shaw Park and Oak Knoll Park. The lighting in both parks is aged and outdated. Replacement lighting will be more energy-efficient and provide better illumination for activities, as well as enhanced safety for park users.

Also included in the FY24 CIP budget is the replacement of lighting at Shaw Park Tennis Center. While improvements were made to the Tennis Center in 2013, that project did not include replacement of the lighting system. The elevation of the current lights causes the lights to be dim and would be replaced with more height-appropriate, energy-efficient lights.

As these projects are large in scale and will affect many park users, staff believes that a full lighting study should be conducted to determine the requirements and estimated costs to replace site lighting in Shaw Park, Oak Knoll Park and Shaw Park Tennis Center. The proposed study includes two community meetings to review the concept plans and lighting equipment for both parks. Finally, upon completion of the study, Lochmueller Group, Inc. will prepare implementation drawings for both parks that will assist in the preparation of bid documents to be issued for the projects.

The Parks and Recreation Department intends to first apply for a Municipal Parks Planning Grant for the lighting study, of which up to \$10,000 may be awarded to help plan for the lighting projects. Additionally, the Department expects to then apply for a Municipal Parks Construction Grant for the Oak Knoll Park lighting project, of which Clayton could be eligible for up to \$525,000 based on its population size.

Funding for the lighting projects are included in the City’s Capital Budget as follows.

Facility	FY24	FY25	FY26
Shaw Park Tennis Center	\$200,000	\$0	\$0
Shaw Park	\$420,000	\$420,000	\$0
Oak Knoll Park	\$0	\$365,000	\$350,000

Recommendation: To approve the ordinance executing a task order agreement with Lochmueller Group, Inc. in the amount of \$149,670 to conduct a Parks Lighting Study to include Shaw Park, Oak Knoll Park and Shaw Park Tennis Center.

RESOLUTION NO. 2024-04

A TASK ORDER AGREEMENT WITH LOCHMUELLER GROUP, INC. FOR A PARKS LIGHTING STUDY

WHEREAS, the Board of Aldermen believes replacement of the lighting in the City’s park system will enhance the leisure and recreation programs offered to our residents by the City of Clayton; and

WHEREAS, the Board of Aldermen has appropriated \$620,000 in the FY24 Fiscal Budget for such a project; and

WHEREAS, the City has reviewed the consultants’ qualifications and selected qualified engineering consultants to be under contract on an on-call basis.

NOW, THEREFORE, BE IT 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 a task order agreement with Lochmueller Group, Inc. in the amount of \$149,670 for a Parks Lighting Study 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, 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 Resolution shall be in full force and effect from and after its passage by the Board of Aldermen.

Adopted the 26th day of March 2024.

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
KAREN DILBER, DIRECTOR OF FINANCE
DATE: MARCH 26, 2024
SUBJECT: MOTION - A LIQUOR LICENSE UPGRADE FOR 888 FOOD LLC *D/B/A*
JINZEN FUSION CUISINE AT 8113 MARYLAND AVENUE

888 Food LLC *d/b/a* Jinzen Fusion Cuisine is requesting to upgrade their current liquor license (5% beer and not exceed 14% wine at retail by the drink, including Sundays) to sell all kinds of intoxicating liquor at retail by the drink, including Sunday at 8113 Maryland Avenue.

The Police Department has completed its review of the application and supports the issuance of the requested license. The Planning and Development department has approved the application with no objections.

The applicant has chosen not to submit a petition from surrounding property owners and first floor tenants. As a result, they are aware that this application must have a super majority vote of five Board members in order to be approved. Staff has requested that a representative attend the meeting.

Recommended Action: Staff recommend passing a motion to approve the liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sunday.



Residential Parking Permits

*BOARD OF ALDERMEN
MARCH 26, 2024*

350.110 Residential Parking Zone

RESIDENT: Any person who lives in property abutting a street designated as a residential parking zone.

RESIDENTIAL PARKING ZONE: Any street or part thereof in one (1) of the hereinafter defined residential zones which is designated as such with a specified parking time limit.

VISITOR: Any person who is a household guest, a visitor, a workman performing services for, or domestic help for, a resident.

Residential Parking Permit: On any street which is designated a residential parking zone, parking in excess of the prescribed parking time limit will be permitted by a resident or a visitor with a valid resident or visitor parking permit.

Parking Permit: A resident or visitor parking permit issued in any of the numbered residential zones of the City shall not be valid in any other numbered residential zone.



Residential Parking Zones

Existing Conditions

There are four residential parking zones within the city of Clayton.

- Any resident with a colored/numbered zone tag can park anywhere within the same zone.
- Residents are issued stickers to identify their vehicles as resident-owned.
- Residents within these zones can obtain up to 5 hangtags for their guests and visitors.
- Stickers and hangtags do not expire.

Current Residential Zone Identification



Current Challenges

- Unclaimed hangtags: Many residents who move out of Clayton don't notify staff or return their hangtags, leading to an excess of inactive permits in circulation. Some tags especially visitor tags which do not have an expiration date have been found being used by nonresidents.
- Out of date: The current system requires in person paper applications and physical tags and stickers. When residents replace or add vehicles they must appear in person for new stickers.

Passport Parking



- Active Users
197,017
- Permits Online
but can link to
with in app
- Missouri
Clients
 - Jefferson City
 - Kansas City
 - St. Louis
Parking
Company
 - Washington
University

Proposed System

- The four existing residential zones will remain unchanged.
- Existing residential permits will be migrated into the Passport parking system database.
- Residents would re-apply for virtual permits through a link on the City website or through a link provided in the Passport Parking App.
- Residents will still be able to accommodate visitors/employees by utilizing both virtual and physical tags.
- All permits and visitor tags will be on a 3-year cycle staggered by activation.
- The costs estimate for importing existing permits will be approximately \$8,000.



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: MARCH 26, 2024
SUBJECT: ORDINANCE – 1ST QUARTER AMENDMENT TO THE FISCAL YEAR 2024 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 first amendment to the Fiscal Year 2024 (FY24) budget.

ALL FUNDS	FY 2024	Amendments	1st Quarter	FY 2024	
	Amended	Previously	Amendment	Budget After	%
	Budget	Approved	Requested	Amendment	Change
Beginning Fund Balance	\$46,909,128			\$46,909,128	
Revenues	\$45,995,425	\$0	\$776,965	\$46,772,390	1.7%
Expenditures	\$49,057,990	\$0	\$1,330,066	\$50,388,056	2.7%
Net Change		\$0	(\$553,101)		
Ending Fund Balance	\$43,846,563			\$43,293,462	

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

General Fund

Revenue—No change.

Expenditures—Increase of \$113,670

- Increases due to projects deferred from FY23.

Sewer Lateral Fund

Revenue—No change

Expenditures—No change.

Special Business District Fund

Revenue—No change.

Expenditures—No change.

Debt Service Funds

Revenue—No change.

Expenditures—No change

Equipment Replacement Fund

Revenue—Increase of \$28,627

- Increase due to anticipated grant revenue for project close out moved to FY24.

Expenditures—Increase of \$369,295

- Increase due to deferred projects from FY23.

Capital Improvement Fund

Revenue—Increase of \$748,338

- Increase due to anticipated grant and donation revenue from projects deferred from FY23.
- Fire training facility revenue from collaborating cities.

Expenditures—Decrease (\$626,511)

- Decrease due to CBD Phase two deferred to FY25.
- Removal of EV charger expense.
- Inclusion of fire training facility expenditures

Bond Construction Funds

Revenue—No Change

Expenditures—Increase \$1,473,612

- Increase due to projects carried over from FY23.

An ordinance is attached incorporating the recommended amendments to the FY24 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 FY24 budget with a net effect on the City's fund balances of a decrease of \$553,101.

BILL NO. _____

ORDINANCE NO. _____

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

WHEREAS, the Board of Aldermen on September 26, 2023, adopted the annual budget for Fiscal Year 2024 commencing October 1, 2023; and

WHEREAS, the Fiscal Year 2024 budget is to be amended in the 1st 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 2024 (FY24) budget for the City of Clayton, Missouri, commencing on October 1, 2023, 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 2024	Amendments	1st Quarter	FY 2024
	Original	Previously	Amendment	Budget After
	Budget	Approved	Requested	Amendment
Revenues	\$45,995,425	\$0	\$776,965	\$46,772,390
Expenditures	\$49,057,990	\$0	\$1,330,066	\$50,388,056

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 26th day of March 2024.

Mayor

ATTEST:

City Clerk

City of Clayton			EXHIBIT 1-1			
1st Quarter Fiscal Year (FY) 2024 Budget Amendment						
			FY 24 Original	1st Quarter	FY 24 Budget	
			Budget	Amendment	After	%
Fund	Fund Name	Type	Budget	Amendment	Amendment	Change
10	General	Beginning Fund Balance	23,942,088		23,942,088	
	Fund	Revenues	30,965,345	0	30,965,345	0.0%
		Expenditures	30,275,615	113,670	30,389,285	0.4%
		Ending Fund Balance	24,631,818	(113,670)	24,518,148	-0.5%
20	Sewer Lateral	Beginning Fund Balance	132,828		132,828	
	Fund	Revenues	97,817	0	97,817	0.0%
		Expenditures	80,000	0	80,000	0.0%
		Ending Fund Balance	150,645	0	150,645	0.0%
21	Special	Beginning Fund Balance	85,756		85,756	
	Business	Revenues	588,544	0	588,544	0.0%
	District Fund	Expenditures	589,166	0	589,166	0.0%
		Ending Fund Balance	85,134	0	85,134	0.0%
50	Equipment	Beginning Fund Balance	9,643,404		9,643,404	
	Replacement	Revenues	2,568,431	28,627	2,597,058	1.1%
		Expenditures	2,490,828	369,295	2,860,123	14.8%
		Ending Fund Balance	9,721,007	(340,668)	9,380,339	-3.5%
51	Capital	Beginning Fund Balance	8,662,237		8,662,237	
	Improvement	Revenues	6,912,836	748,338	7,661,174	10.8%
	Fund	Expenditures	10,497,629	(626,511)	9,871,118	-6.0%
		Ending Fund Balance	5,077,444	1,374,849	6,452,293	27.1%
61	2014 Bond	Beginning Fund Balance	3,180,891		3,180,891	
	Construction	Revenues	975,535	0	975,535	0.0%
	Fund	Expenditures	2,159,652	1,473,612	3,633,264	68.2%
		Ending Fund Balance	1,996,774	(1,473,612)	523,162	-73.8%
62	Center of Clayton	Beginning Fund Balance	0		0	
	Construction	Revenues	0	0	0	0.0%
	Fund	Expenditures	0	0	0	0.0%
		Ending Fund Balance	0	0	0	0.0%
63	Ice Rink	Beginning Fund Balance	(814,543)		-814,543	
	Construction	Revenues	500,000	0	500,000	0.0%
	Fund	Expenditures	0	0	0	0.0%
		Ending Fund Balance	(314,543)	0	-314,543	0.0%
All	Debt Service	Beginning Fund Balance	2,076,467		2,076,467	
	Funds	Revenues	3,386,917	0	3,386,917	0.0%
		Expenditures	2,965,100	0	2,965,100	0.0%
		Ending Fund Balance	2,498,284	0	2,498,284	0.0%
		Beginning Fund Balances	46,909,128		46,909,128	
		TOTAL REVENUES	45,995,425	776,965	46,772,390	1.7%
		TOTAL EXPENDITURES	49,057,990	1,330,066	50,388,056	2.7%
		Ending Fund Balances	43,846,563	(553,101)	43,293,462	-1.3%

City of Clayton		EXHIBIT 1-2	
1st Quarter Budget Amendment - FY 2024			
Account #	Account Name	1st Quarter Amendment	Description
Revenue			
EQUIPMENT REPLACEMENT FUND			
50.10-425.10	Federal Grants General	\$ 28,627.00	Signal project closeout in FY24 (80% match)
	ERF Total	28,627.00	
CAPITAL IMPROVEMENT FUND			
51.10-425.11	Federal Grants General	\$ 165,535.00	CBD Grant funds
51.10-426.12	State and Local Grants - Local	\$ 455,000.00	Municipal Park Grant for Remembrance Park. Construction did not begin until 2024 and reimbursement for expenses expected to be complete in FY24.
51.30.30-427.10	Donations General	\$ 76,125.00	Fire Training Facility-other Cities' share of expenses
51.10-427.11	Donations Project	\$ 51,678.00	Equipment for Shaw Park Tree Top Playground splashpad improvements ordered in FY23, but not yet received.
	Capital Improvement Fund Total	748,338.00	
	Total Revenue Amendment	776,965.00	
Account #	Account Name	1st Quarter Amendment	Description
Expenditures			
GENERAL FUND			
10.17.20-815	Technology Projects	\$ 18,900.00	Badge Access project in Shaw Park was not completed in FY23, and had to move these funds to FY24.
10.40.41-630.12	Maintenance and Repair Facilities	\$ 27,501.00	Monument repairs delayed from FY23.
10.40.41-805	Equipment	\$ 29,269.00	Moved walk behind paint striper from SERF due to value. Trailers budgeted in FY23 received in FY24.
10.40.42-630.12	Maintenance and Repair Facilities	\$ 15,000.00	10 N Bemiston Exterior Metal Painting pushed to FY24
10.40.44-850	Facility Improvements	\$ 23,000.00	Monument repairs delayed from FY23.
	General Fund Total	113,670.00	
EQUIPMENT REPLACEMENT FUND			
50.40.42-800	Vehicles	\$ (30,244.00)	#202 replacement life cycle extended due to good condition of vehicle
50.40.42-850	Facility Improvements	\$ 228,201.00	10 N Bemiston improvements delayed due to staff availability in FY23.
50.40.43-805	Equipment	\$ 23,805.00	Fueling station project, delayed to FY24 due to staff availability
50.40.44-805	Equipment	\$ 42,910.00	FY22 Pay stations were delayed.
50.40.45-805	Equipment	\$ 35,783.00	Project closeout in FY24
50.50.62-850	Facility Improvements	\$ 68,840.00	Project originally budgeted in FY23. Resurfacing of courts delayed until October to allow for end of CHS tennis season.
	ERF Total	369,295.00	
CAPITAL IMPROVEMENT FUND			
51.30.30-850	Facility Improvements	\$ 101,500	FY24 Fire Training Facility Construction Costs
51.40.40-635.11	Professional Services Consultant	\$ 37,689.00	\$89,700 total for bike/ped portion, \$22,310.70 spent in FY23
51.40.41-840.10	Roads and Lots General	\$ 15,821.00	Project completion continues to be delayed while awaiting final restoration of portion of roadway by Ameren.
51.40.41-840.11	Roads and Lots Resurfacing	\$ (755,971.00)	CBD Phase 2 moved to FY2025
51.40.42-850.10	Facility Improvements General	\$ (497,000.00)	EV Grant unsuccessful.
51.50.10-640.10	Service Contracts General	\$ 82,800.00	Budgeted in FY23/FY24, but majority of work for Livable Community Master Plan is not expected to be completed until FY24.
51.50.10-645	Contribution to CRSWC	\$ (150,000.00)	Annual contribution = \$300,000. FY23 deficit expected to be 50% of 100,000
51.50.64-870.11	Park Improvements Shaw Park	\$ 23,200.00	North and South Shelter Enhancement projects budgeted in FY23, but not completed until FY24.
51.50.64-870.13	Park Improvements Oak Knoll Park	\$ 26,200.00	Oak Knoll Comfort Station Enhancement project budgeted in FY23, but not completed until FY24.
51.50.64-870.24	Park Improvements Remembrance Park	\$ 489,250.00	Remembrance Park construction project budgeted in FY23, but not started until FY24 due to utility delays.
	Capital Improvement Fund Total	(626,511.00)	
G.O. BOND CONSTRUCTION FUND			
61.40.40-635.10	Prof. Services General	\$ 300,000.00	Projects delayed to FY24
61.40.41-820	Curbs and Sidewalks	\$ 51,750.00	FY23 project completion extended into FY24. FY24 from fund 51 instead of 61
61.40.41-825	Streetscapes	\$ 358,494.00	Project delayed to FY24.
61.40.41-840.11	Roads and Lots Resurfacing	\$ 763,368.00	Construction delayed to FY24.
	G.O. Bond Construction Fund Total	1,473,612.00	
Total Expenditure Amendment		1,330,066.00	

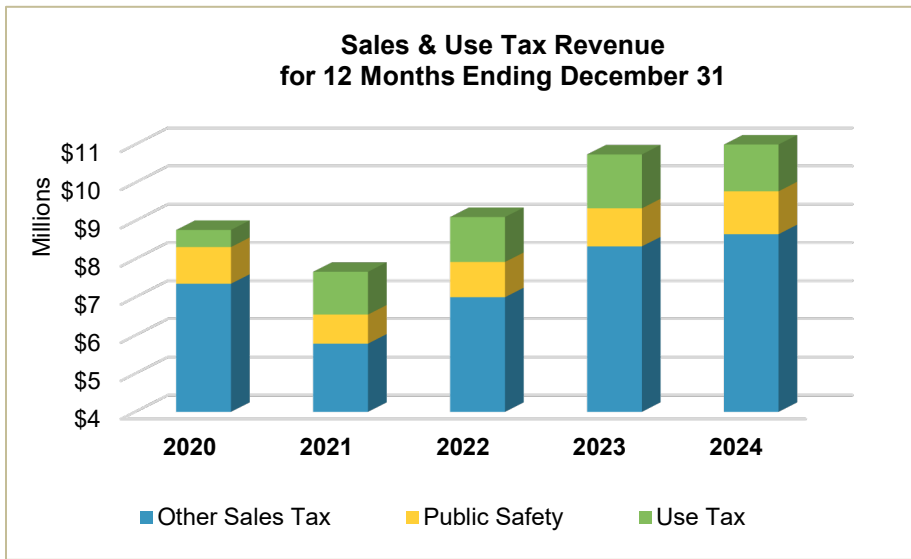
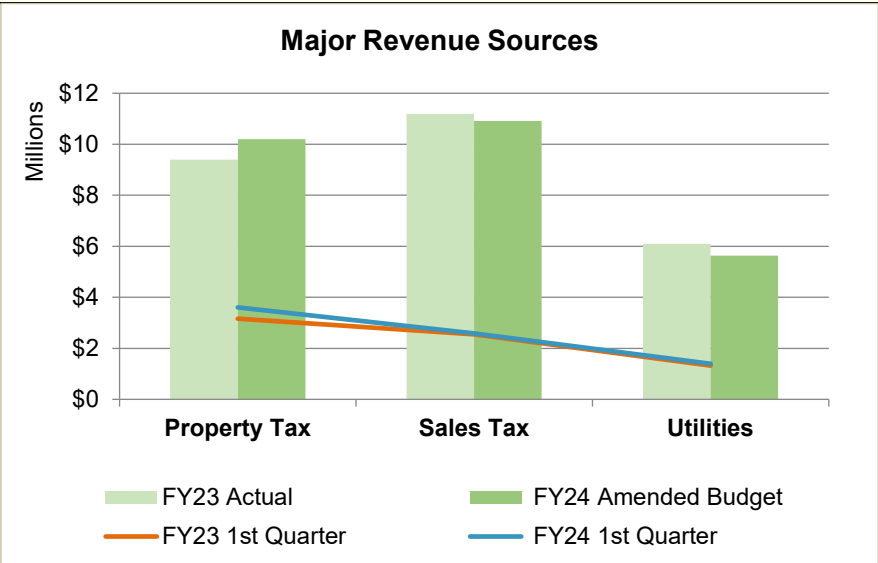


City of Clayton

Fiscal Year 2024 through 1st Quarter

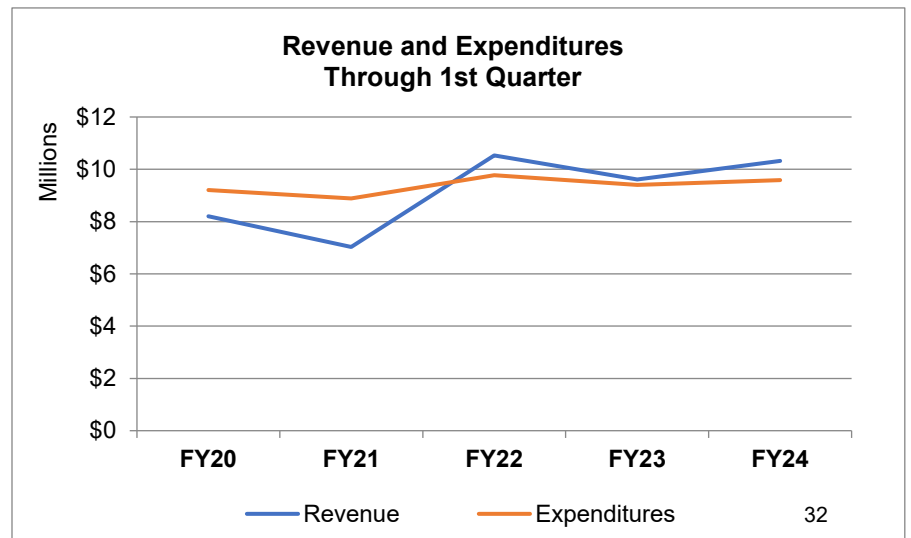
All Funds Report in Brief

Property tax revenue is collected in the General Fund, Special Business District Fund, and the debt service funds for the 2019 and 2022 bonds. Property tax receipts through the first quarter of Fiscal Year 2024 (FY24) are 14% higher than through the first quarter of Fiscal Year 2023 (FY23). Sales tax revenue in all funds is up 1.5% compared to the same period in FY23, and utility tax revenue is up 5.6%.



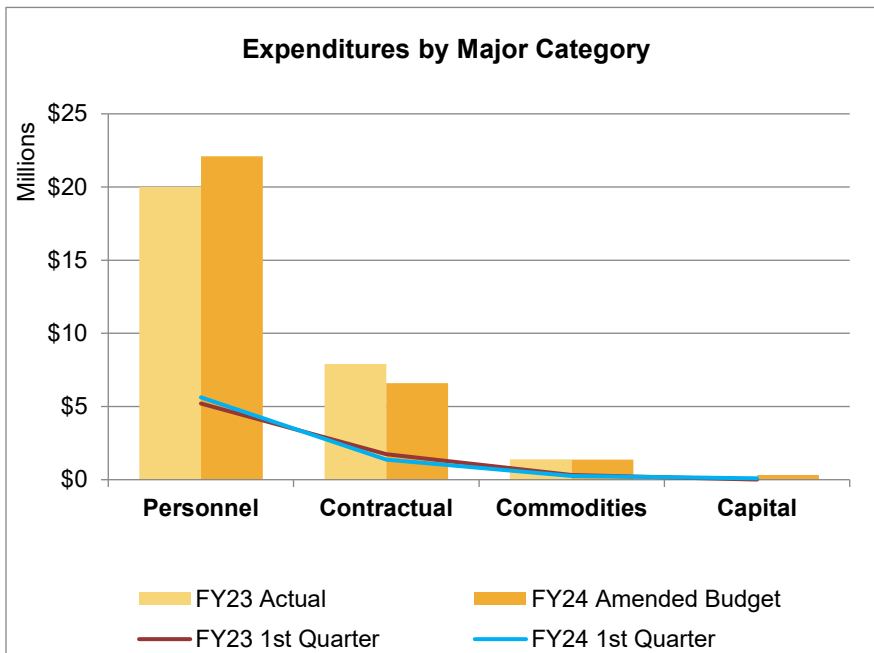
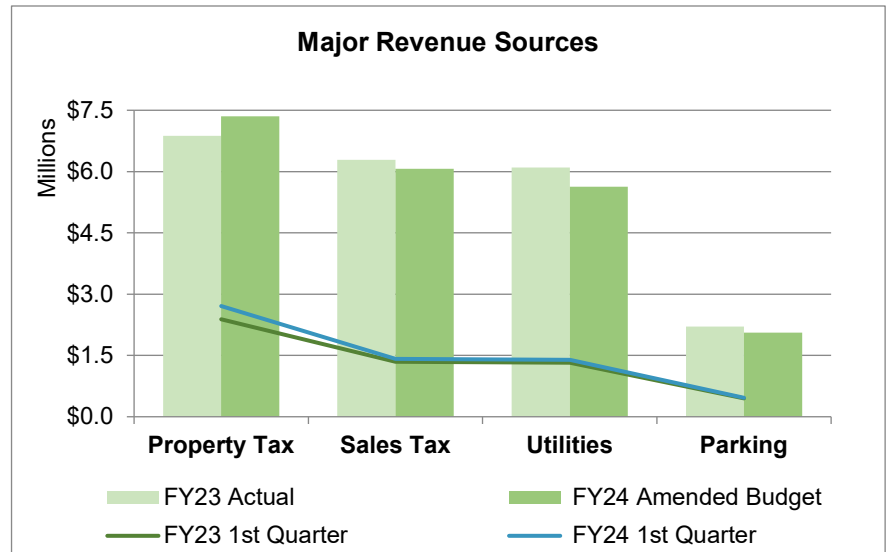
This bar graph provides a comparison of a rolling 12-month period ending December 31st of each year. For the 12 months ending in 2023, sales and use tax revenue is up 4.61% compared to the prior 12-month period.

This line graph provides a comparison of revenues and expenditures through the last five fiscal years. This graph excludes "Other Financing Sources and Uses" such as interfund transfers, bond proceeds, and the sale of assets.



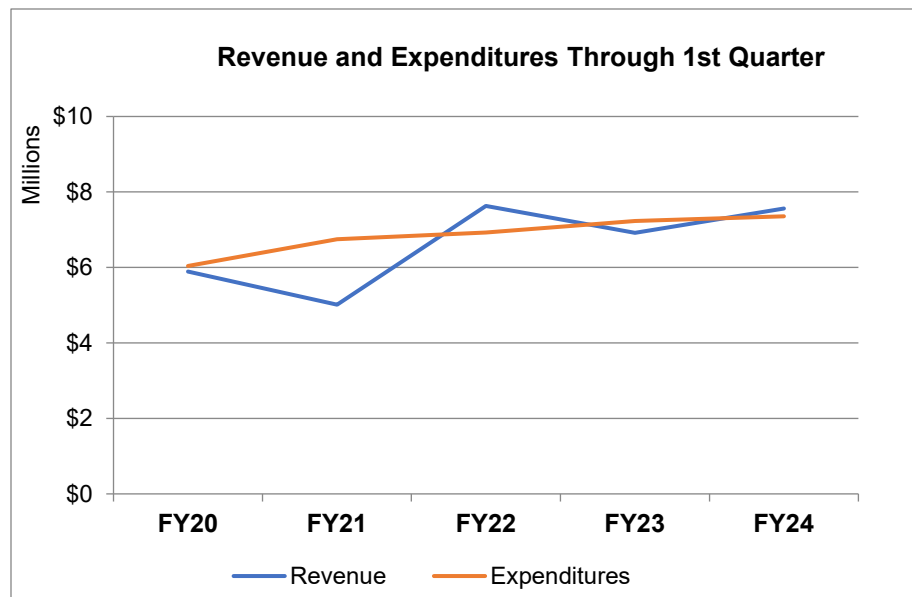
General Fund Report in Brief

General Fund property tax revenue for 1st quarter FY24 is 13.58% higher than 1st quarter of FY23. Sales tax revenue includes a 1% general tax, a 0.25% local option tax, a 0.25% fire service tax, and a 0.50% public safety tax. Total General Fund sales tax revenue is 5.49% higher than this time last year. Utility tax revenue which includes electric, gas, water, telephone, and cable utilities is up 5.58% when compared to last year, while parking is up 3.16%.

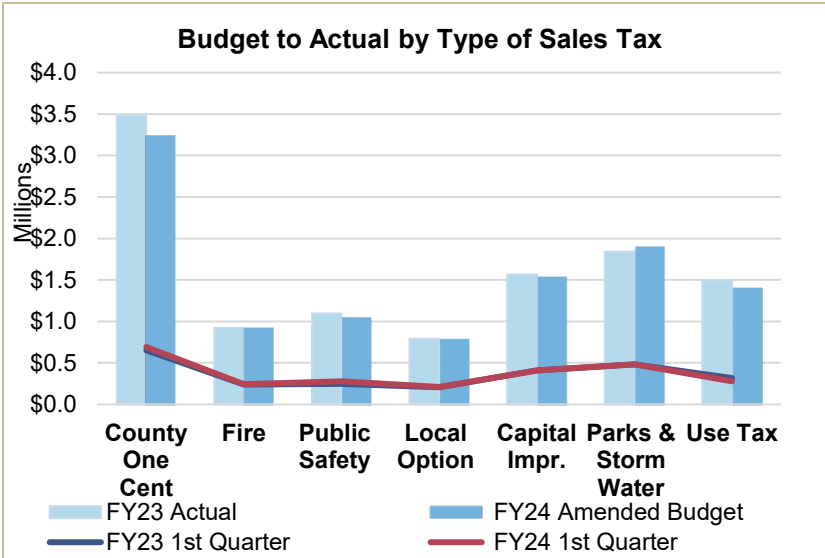


This bar graph displays a comparison by category of the General Fund actual expenditures for the last two years. Personnel costs, consisting of salaries and benefits, comprise the largest category of expenditures in the General Fund. Personnel costs for the 1st quarter of FY24 are \$442,441 or 8.12% higher than in the first quarter of the prior year. Contractual services are 21.15% lower and commodities are 16.13% lower when compared to this quarter in the prior year.

This line graph provides a comparison of General Fund revenue and expenditures for the last five fiscal years. This graph does not include "Other Financing Sources and Uses" such as sale of assets and interfund transfers.



Sales Tax Revenue in Brief



Sales Tax Collections by Tax Type

The graph to the left shows the various types of sales tax collected during FY24 and FY23 compared to the annual budgeted amounts.

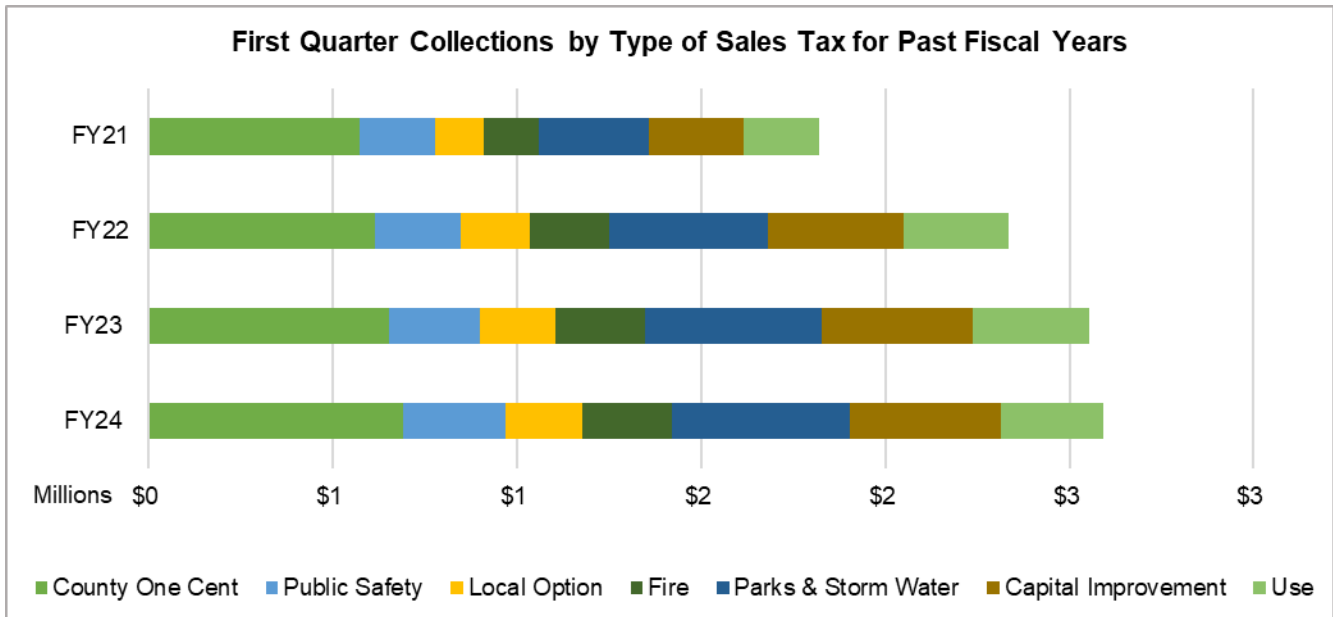
Sales tax collections, in total, have increased compared to FY21 by 40.3% and by 1.5% as compared to FY23.

See below for historical first quarter sales tax collections by type.

1st Quarter Sales Tax Collections by Type

	FY21	FY22	FY23	FY24	% Change FY21 - FY24	% Change FY23-24
County One Cent	\$572,663	\$612,051	651,430	691,780	20.8%	6.2%
Public Safety	205,012	236,059	246,609	276,272	34.8%	12.0%
Local Option	130,694	185,486	206,519	209,799	60.5%	1.6%
Fire	148,855	216,012	241,023	241,548	62.3%	0.2%
Parks & Storm Water	300,519	432,107	482,048	483,097	60.8%	0.2%
Capital Improvement	255,441	367,291	409,741	410,632	60.8%	0.2%
Use	205,491	286,875	314,894	277,668	35.1%	-11.8%
	\$1,818,674	\$2,335,881	\$2,552,264	\$2,590,796	40.3%	1.5%

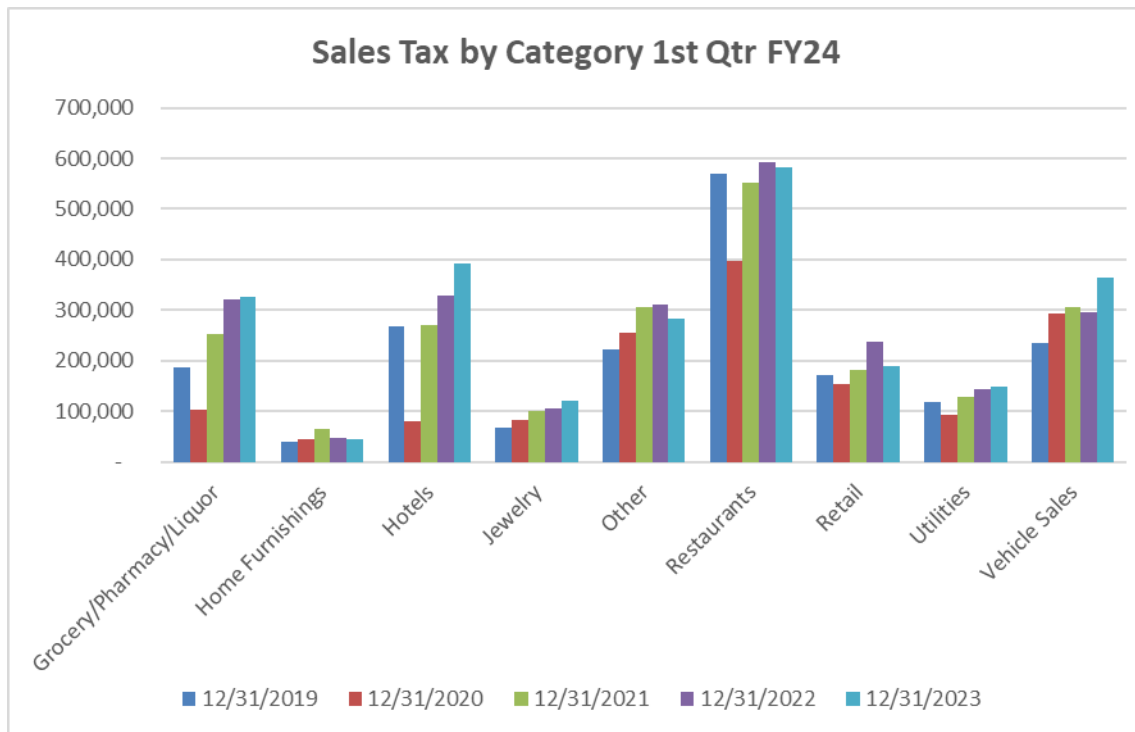
First Quarter Collections by Type of Sales Tax for Past Fiscal Years



Sales Tax Reported by Category

Historical first quarter sales tax reports indicate that sales taxes are fluctuating across all industries. Restaurants have increased 46.5% compared to FY21 and have decreased 1.7% compared to this same time period a year ago in FY23. Sales taxes from hotels have increased 19% compared to last year in FY23 and are 392.5% higher compared to FY21 during the pandemic.

Category	12/31/2019	12/31/2020	12/31/2021	12/31/2022	12/31/2023	% Change FY23-FY24	% Change FY21-FY24
Grocery/Pharmacy/Liquor	187,593	104,037	251,640	321,117	326,032	1.5%	213.4%
Home Furnishings	40,388	45,176	63,777	47,573	43,314	-9.0%	-4.1%
Hotels	266,609	79,721	269,323	329,935	392,603	19.0%	392.5%
Jewelry	66,681	81,889	99,559	104,198	120,602	15.7%	47.3%
Other	221,771	256,143	305,018	311,663	282,919	-9.2%	10.5%
Restaurants	570,690	396,703	552,031	591,387	581,217	-1.7%	46.5%
Retail	171,139	154,521	180,796	237,596	189,154	-20.4%	22.4%
Utilities	118,057	93,724	128,104	144,540	147,325	1.9%	57.2%
Vehicle Sales	235,034	292,492	304,995	296,135	364,650	23.1%	24.7%
Grand Total	1,877,962	1,504,405	2,155,242	2,384,143	2,447,816	2.7%	62.7%



Analysis of Revenue and Expenditures

This financial report is for the 1st quarter of fiscal year 2024 ending December 31, 2023 (FY24). Significant highlights are summarized below.

Summary of All Funds

FY24 year-to-date activity shows a surplus of \$802,750 in all governmental funds. Revenue and other financing sources total \$12.26 million at the end of this period and are \$1.1 million more than in the first quarter of last year.

Expenditures and other financing uses total \$11.46 million and are \$45,303 more than the amount spent through the 1st quarter of FY23.

All Funds Summary				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Revenue	\$39,253,849	\$9,387,996	\$42,080,520	\$10,317,803
Other Financing Sources	4,390,782	1,733,303	4,615,745	1,942,046
Revenue & OFS	43,644,631	11,121,299	46,696,265	12,259,849
Expenditures	36,230,878	9,678,493	45,781,333	9,587,243
Other Financing Uses	4,353,400	1,733,303	4,505,223	1,869,856
Expenditures & OFU	40,584,278	11,411,796	50,286,556	11,457,099
Surplus (Deficit)	\$3,060,353	(\$290,497)	(\$3,590,291)	\$802,750

General Fund

The General Fund shows a surplus of \$516,335 for FY24 compared to last year's deficit of \$115,268 for the 1st quarter.

Revenue: Revenue and transfers-in totals \$7.9 million, or \$719,963 more than the 1st quarter of FY23. Utility taxes are \$73,807 more than the 1st quarter of FY23, property taxes are \$323,872 higher than the 1st quarter of FY23 and parking revenues are \$14,189 higher than the 1st quarter of FY23.

Expenditures: Expenditures for FY24 first quarter are \$7.4 million, which is \$88,362 more than expenditures for the same period last year. Personnel expenditures, the largest expenditure category, accounts for 76.51% of budgeted expenses.

General Fund Summary				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Revenue	\$29,930,703	\$6,853,292	\$29,729,664	\$7,561,572
Other Financing Sources	1,194,713	298,077	1,235,681	309,760
Revenue & OFS	31,125,416	7,151,369	30,965,345	7,871,332
Expenditures	29,435,884	7,266,636	30,389,285	7,354,998
Other Financing Uses	59,023	0	0	0
Expenditures & OFU	29,494,907	7,266,636	30,389,285	7,354,998
Surplus (Deficit)	\$1,630,509	(\$115,268)	\$576,060	\$516,335

Special Revenue Funds

The Sewer Lateral Fund received revenue of \$61,773, but only \$18,000 in expenditures were incurred through the 1st quarter of FY24. In the Special Business District (SBD) Fund, revenue of \$100,737 was received, with a portion of the property taxes having been received by the end of the 1st quarter.

Special Revenue Funds				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Sewer Lateral Revenue	\$98,231	\$57,904	\$97,817	\$61,773
SBD Revenue	531,485	73,973	588,544	100,737
Total Revenue	629,716	131,877	686,361	162,510
Sewer Lateral Expenditures	70,200	8,000	80,000	18,000
SBD Other Financing Uses	537,699	134,425	589,166	147,291
Expenditures & OFU	607,899	142,425	669,166	165,291
Surplus (Deficit)	\$21,817	(\$10,548)	\$17,195	(\$2,781)

Equipment Replacement Fund

Revenue and other financing sources are \$737,085 for the 1st quarter, which is \$244,199 higher than FY23. Expenditures are \$366,259 for the 1st quarter FY24, compared to \$468,779 in the prior year. Expenditures vary based on the items budgeted to be purchased in a particular year.

Equipment Replacement Fund				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Revenue	\$391,262	\$51,259	\$304,794	\$120,300
Other Financing Sources	1,860,505	441,626	2,292,264	616,785
Revenue & OFS	2,251,767	492,886	2,597,058	737,085
Expenditures	1,640,878	468,779	2,860,123	366,259
Surplus (Deficit)	\$610,888	\$24,106	(\$263,065)	\$370,826

Capital Improvement Fund

Revenue and other financing sources are \$1.53 million compared to \$1.51 million for the same period last fiscal year. The expenditures and other financing uses are \$1.76 million compared to \$1.79 million in FY23.

Capital Improvement Fund				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Revenue	\$5,729,511	\$1,506,689	\$7,585,049	\$1,530,649
Other Financing Sources	261,164	0	0	0
Revenue & other financing sources	5,990,675	1,506,689	7,585,049	1,530,649
Expenditures	2,004,255	198,393	5,853,561	39,449
Other Financing Uses	3,495,514	1,598,879	3,916,057	1,722,564
Expenditures & Other Financing Uses	5,499,770	1,797,271	9,769,618	1,762,014
Surplus (Deficit)	\$490,906	(\$290,583)	(\$2,184,569)	(\$231,364)

Bond Construction Funds

This section combines three construction funds: 2014 bonds, Center renovations, and the Ice Rink project fund. There has been little revenue or expenditure activity in any of these funds this year as the Center project is complete and the Ice Rink project is on hold.

Bond Construction Funds				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
2014 Bond Revenue	\$33,305	\$7,253	\$975,535	\$7,274
Center Revenue	0	0	0	0
Ice Rink Revenue	0	0	0	0
Total Revenue	33,305	7,253	975,535	7,274
Other Financing Sources	500,000	500,000	500,000	500,000
Revenue & OFS	533,305	507,253	1,475,535	507,274
2014 Bond Expenditures	148,056	2,624	3,633,264	30,894
Center Expenditures	0	0	0	0
Ice Rink Expenditures	0	0	0	0
Total Expenditures	148,056	2,624	3,633,264	30,894
Surplus (Deficit)	\$385,249	\$504,630	(\$2,157,729)	\$476,380

Debt Service Funds

These funds show similar activity across fiscal years, with differences relating to the scheduled debt payments for the fiscal year.

Debt Service Funds				
	FY23 Actual	FY23 Actual Through 1st Quarter	FY24 Amended Budget	FY24 Actual Through 1st Quarter
Revenue	\$2,539,351	\$837,626	\$2,799,117	\$935,498
Other Financing Sources	574,400	493,600	587,800	515,500
Revenue & other financing sources	3,113,752	1,331,226	3,386,917	1,450,998
Expenditures	2,931,604	1,734,061	2,965,100	1,777,643
Other Financing Uses	0	0	0	0
Expenditures & Other Financing Uses	2,931,604	1,734,061	2,965,100	1,777,643
Surplus (Deficit)	\$182,148	(\$402,835)	\$421,817	(\$326,645)

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All Funds

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
General Fund	29,824,239	29,930,703	6,853,292	29,729,664	29,729,664	7,561,572	25.4%	708,280
Sewer Lateral Fund	95,568	98,231	57,904	97,817	97,817	61,773	63.2%	3,870
Special Business District Fund*	532,310	531,485	73,973	588,544	588,544	100,737	17.1%	26,764
Equipment Replacement Fund	391,262	391,262	51,259	276,167	304,794	120,300	39.5%	69,040
Capital Improvement Fund	5,730,282	5,729,511	1,506,689	6,912,836	7,585,049	1,530,649	20.2%	23,961
Bond Construction Funds	33,305	33,305	7,253	975,535	975,535	7,274	0.7%	21
Debt Service Funds	2,540,588	2,539,351	837,626	2,799,117	2,799,117	935,498	33.4%	97,872
Total Revenue	39,147,554	39,253,849	9,387,996	41,379,680	42,080,520	10,317,803	24.5%	929,808
Other Financing Sources	4,388,677	4,390,782	1,733,303	4,615,745	4,615,745	1,942,046	42.1%	208,742
Total Revenue & Other Financing Sources	43,536,231	43,644,631	11,121,299	45,995,425	46,696,265	12,259,849	26.3%	1,138,550
Expenditures								
General Fund	29,487,197	29,435,884	7,266,636	30,275,615	30,389,285	7,354,998	24.2%	88,361
Sewer Lateral Fund	70,200	70,200	8,000	80,000	80,000	18,000	22.5%	10,000
Equipment Replacement Fund	1,770,453	1,640,878	468,779	2,490,828	2,860,123	366,259	12.8%	(102,520)
Capital Improvement Fund	1,951,652	2,004,255	198,393	6,581,572	5,853,561	39,449	0.7%	(158,943)
Bond Construction Funds	144,464	148,056	2,624	2,159,652	3,633,264	30,894	0.9%	28,270
Debt Service Funds	2,936,350	2,931,604	1,734,061	2,965,100	2,965,100	1,777,643	60.0%	43,582
Total Expenditures	36,360,316	36,230,878	9,678,493	44,552,767	45,781,333	9,587,243	20.9%	(91,250)
Other Financing Uses	4,345,670	4,353,400	1,733,303	4,505,223	4,505,223	1,869,856	41.5%	136,552
Total Expenditures & Other Financing Uses	40,705,986	40,584,278	11,411,796	49,057,990	50,286,556	11,457,099	22.8%	45,303
Surplus (Deficit)	2,830,245	3,060,353	(290,497)	(3,062,565)	(3,590,291)	802,750		

*Expenditures related to Economic Development and Events are recorded in the General Fund while revenue is recorded in the Special Business District Fund, with transfers out to the General Fund supporting the expenditures.

City of Clayton
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General Fund

The General Fund accounts for all revenue and expenditures associated with the traditional services provided by Clayton City government.

	FY 2022			FY 2023			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Property Taxes	6,875,887	6,874,250	2,384,966	7,351,815	7,351,815	2,708,839	36.8%	323,872
Licenses, Permits & Fees	3,274,750	3,294,937	503,786	3,884,379	3,884,379	589,462	15.2%	85,675
Sales Tax	6,289,356	6,289,356	1,345,581	6,067,537	6,067,537	1,419,399	23.4%	73,818
Utilities	6,068,630	6,102,376	1,321,628	5,629,590	5,629,590	1,395,435	24.8%	73,807
Intergovernmental	2,196,316	2,231,943	400,846	2,382,409	2,382,409	365,442	15.3%	(35,404)
Parks & Recreation	839,803	853,885	100,101	865,591	865,591	109,431	12.6%	9,330
Fines & Forfeitures	839,279	839,670	184,894	760,334	760,334	178,316	23.5%	(6,579)
Parking	2,213,107	2,210,577	449,679	2,059,538	2,059,538	463,868	22.5%	14,189
Miscellaneous	1,227,111	1,233,709	161,809	728,471	728,471	331,381	45.5%	169,572
Total Revenue	29,824,239	29,930,703	6,853,292	29,729,664	29,729,664	7,561,572	25.4%	708,280
Other Financing Sources	1,192,908	1,194,713	298,077	1,235,681	1,235,681	309,760	25.1%	11,683
Total Revenue & Other Financing Sources	31,017,147	31,125,416	7,151,369	30,965,345	30,965,345	7,871,332	25.4%	719,964
Expenditures								
Personnel Services	20,033,049	20,002,065	5,204,800	22,092,883	22,092,883	5,627,242	25.5%	422,441
Contractual Services	7,891,534	7,910,936	1,741,658	6,562,080	6,604,581	1,373,231	20.8%	(368,427)
Commodities	1,407,352	1,385,179	311,025	1,368,545	1,368,545	260,869	19.1%	(50,156)
Capital Outlay	155,262	137,704	9,154	252,107	323,276	93,657	29.0%	84,503
Total Expenditures	29,487,197	29,435,884	7,266,636	30,275,615	30,389,285	7,354,998	24.2%	88,361
Other Financing Uses	51,593	59,023	-	-	-	-	-	-
Total Expenditures & Other Financing Uses	29,538,790	29,494,907	7,266,636	30,275,615	30,389,285	7,354,998	24.2%	88,361
Surplus (Deficit)	1,478,357	1,630,509	(115,268)	689,730	576,060	516,335		

General Fund Expenditures by Department

	FY 2022			FY 2023			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Expenditures								
Board of Aldermen & City Clerk	76,817	76,817	14,790	84,378	84,378	14,799	17.5%	9
City Manager	801,371	800,371	187,373	690,307	690,307	168,011	24.3%	(19,361)
Economic Development	699,981	696,041	160,616	864,049	864,049	152,277	17.6%	(8,339)
Finance & Administration	3,004,791	2,992,250	760,124	3,469,569	3,488,469	769,324	22.1%	9,200
Planning & Development	1,153,379	1,151,382	235,254	1,265,910	1,265,910	311,462	24.6%	76,207
Police	7,000,446	6,997,173	1,846,945	7,760,122	7,760,122	1,998,548	25.8%	151,603
Fire	6,779,158	6,780,044	1,722,382	7,106,136	7,106,136	1,842,532	25.9%	120,150
Public Works	6,738,201	6,723,159	1,516,499	5,220,246	5,315,016	1,125,758	21.2%	(390,741)
Parks & Recreation	2,673,134	2,655,532	490,762	2,847,402	2,847,402	576,151	20.2%	85,389
Insurance	559,919	563,116	331,891	670,384	670,384	384,818	57.4%	52,927
Total Expenditures	29,487,197	29,435,884	7,266,636	29,978,503	30,092,173	7,343,680	24.4%	77,044

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Sewer Lateral Fund

The Sewer Lateral Fund provides funding to residents for all or a portion of the cost of certain repairs of defective sewer lateral lines on all residential property having six or fewer dwelling units.

	<u>FY2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Sewer Lateral Fees	94,250	94,115	57,283	94,250	94,250	60,581	64.3%	3,298
Interest Income	1,318	4,116	620	3,567	3,567	1,192	33.4%	572
Total Revenue	95,568	98,231	57,904	97,817	97,817	61,773	63.2%	3,870
Expenditures								
Sewer Lateral Expenditures	70,200	70,200	8,000	80,000	80,000	18,000	22.5%	10,000
Total Expenditures	70,200	70,200	8,000	80,000	80,000	18,000	22.5%	10,000
Surplus (Deficit)	25,368	28,031	49,904	17,817	17,817	43,773		

Special Business District Fund

This fund provides for a portion of the economic development activities in the downtown area. Expenditures related to Economic Development and Events are recorded in the General Fund, while revenue is recorded in the Special Business District Fund, with transfers out to the General Fund supporting these items.

	<u>FY2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Property Tax	531,145	526,207	73,710	587,744	587,744	100,341	17.1%	26,631
Investment Income	1,165	5,278	264	800	800	396	49.5%	133
Total Revenue	532,310	531,485	73,973	588,544	588,544	100,737	17.1%	26,764
Other Financing Uses								
	537,699	537,699	134,425	589,166	589,166	147,291	25.0%	12,867
Surplus (Deficit)	(5,389)	(6,214)	(60,451)	(622)	(622)	(46,554)		

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Equipment Replacement Fund

The Equipment Replacement Fund establishes a "sinking" or reserve account for the systematic replacement of all capital vehicles and large equipment. The net replacement cost for each item is divided by its useful life, resulting in an annual amount to be budgeted and transferred to this fund for the replacement of the item.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Gain/Loss on Sale of Assets								
Interest Income	270,909	270,909	51,259	255,932	255,932	89,999	35.2%	38,739
Miscellaneous and Grants	120,353	120,353	-	20,235	48,862	30,301	62.0%	30,301
Total Revenue	391,262	391,262	51,259	276,167	304,794	120,300	39.5%	69,040
Other Financing Sources	1,860,505	1,860,505	441,626	2,292,264	2,292,264	616,785	26.9%	175,159
Total Revenue & Other Financing Sources	2,251,767	2,251,767	492,886	2,568,431	2,597,058	737,085	28.4%	244,199
Expenditures								
Technology Projects	150,560	150,560	31,039	204,888	204,888	-	0.0%	(31,039)
Vehicles and Equipment	1,619,893	1,490,318	437,740	2,285,940	2,655,235	366,259	13.8%	(71,481)
Debt Payment - Ladder Truck Loan	-	-	-	-	-	-	0.0%	-
Total Expenditures	1,770,453	1,640,878	468,779	2,490,828	2,860,123	366,259	12.8%	(102,520)
Other Financing Uses	261,164	261,164	-	-	-	-	-	-
Total Expenditures & Other Financing Uses	2,031,617	1,902,042	468,779	2,490,828	2,860,123	366,259	12.8%	(102,520)
Surplus (Deficit)	220,150	349,724	24,106	77,603	(263,065)	370,826		

Capital Improvement Fund

The Capital Improvement Fund earmarks funds for specific capital improvement and infrastructure needs.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Property Taxes	3,000	3,147	-	3,000	3,000	-	-	-
Capital Improvement Sales Tax	1,567,258	1,567,258	409,741	1,543,400	1,543,400	410,632	26.6%	891
Parks & Stormwater Sales Tax	1,345,516	1,345,516	357,962	1,407,193	1,407,193	358,901	25.5%	939
Use Tax	1,497,050	1,497,050	314,894	1,408,535	1,408,535	277,668	19.7%	(37,226)
Road & Bridge Tax	1,066,002	1,066,002	383,946	1,087,514	1,087,514	402,684	37.0%	18,738
Grants & Donations	41,120	41,121	(1,397)	1,269,800	1,942,013	6,288	0.3%	7,684
Interest Income/Other	205,144	205,031	37,153	191,202	191,202	67,676	35.4%	30,523
Special Assessments	5,192	4,388	4,388	2,192	2,192	6,799	310.2%	2,411
Miscellaneous	-	-	-	-	-	-	-	-
Total Revenue	5,730,282	5,729,511	1,506,689	6,912,836	7,585,049	1,530,649	20.2%	23,961
Other Financing Sources	261,164	261,164	-	-	-	-	-	-
Total Revenue & Other Financing Sources	5,991,446	5,990,675	1,506,689	6,912,836	7,585,049	1,530,649	20.2%	23,961
Expenditures								
Expenditures	1,951,652	2,004,255	198,393	6,581,572	5,853,561	39,449	0.7%	(158,943)
Other Financing Uses	3,495,214	3,495,514	1,598,879	3,916,057	3,916,057	1,722,564	44.0%	123,686
Total Expenditures & Other Financing Uses	5,446,866	5,499,770	1,797,271	10,497,629	9,769,618	1,762,014	18.0%	(35,257)
Surplus (Deficit)	544,580	490,906	(290,583)	(3,584,793)	(2,184,569)	(231,364)		

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2014 General Obligation Bond Construction Fund

The 2014 GO Bond Construction fund will be used to track projects funded by the 2014 General Obligation bond issuance. Projects to be funded by these bonds include street lighting improvements, replacement of alleys and resurfacing and repaving of streets.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Grants	-	-	-	965,535	965,535	-	-	-
Interest Income	33,305	33,305	7,253	10,000	10,000	7,274	72.7%	21
Total Revenue	33,305	33,305	7,253	975,535	975,535	7,274	0.7%	21
Other Financing Sources	-	-	-	-	-	-	-	-
Total Revenue & Other Financing Sources	33,305	33,305	7,253	975,535	975,535	7,274	0.7%	21
Expenditures								
Professional Services General	-	-	-	-	300,000	-	-	-
Curbs and Sidewalks	68,321	71,913	-	48,000	99,750	29,589	29.7%	29,589
Streetscapes	-	-	-	2,080,555	2,439,049	-	-	-
Alleys	-	-	-	-	-	-	-	-
Roads and lots Resurfacing	76,143	76,143	2,624	31,097	794,465	1,305	0.2%	(1,319)
Total Expenditures	144,464	148,056	2,624	2,159,652	3,633,264	30,894	0.9%	28,270
Other Financing Uses	-	-	-	-	-	-	-	-
Total Expenditures & Other Financing Uses	144,464	148,056	2,624	2,159,652	3,633,264	30,894	0.9%	28,270
Surplus (Deficit)	(111,159)	(114,751)	4,630	(1,184,117)	(2,657,729)	(23,620)		

Center Renovations Project Fund

The Center Renovations Capital Project Fund is a construction fund for the City's portion of renovations to The Center of Clayton. The project is funded by bonds issued for this purpose in 2019. The renovations were completed in 2021.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
Donations	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-	-
Other Financing Sources	-	-	-	-	-	-	-	-
Total Revenue & Other Financing Sources	-	-	-	-	-	-	-	-
Expenditures								
Contribution to CRSWC	-	-	-	-	-	-	-	-
Park Improvements Shaw Park	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-
Surplus (Deficit)	-	-	-	-	-	-		

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Ice Rink Project Fund

The Ice Rink Project Fund is a capital construction fund for the purpose of constructing a year-round multi-purpose facility to include an ice rink. The project was intended to be funded by a bond issue which has been delayed. A transfer-in from the Capital Improvement Fund over a 4-year period will reimburse expenditures already incurred.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
<u>Revenue</u>								
Other Financing Sources	500,000	500,000	500,000	500,000	500,000	500,000	100.0%	-
Total Revenue & Other Financing Sources	500,000	500,000	500,000	500,000	500,000	500,000	100.0%	-
Surplus (Deficit)	-	-	-	500,000	500,000	500,000		

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Debt Service Funds

This summary provides information on all of the City's Debt Service Funds. Current outstanding debt includes General Obligation Bonds in 2014, and Special Obligation Bonds in 2019 and 2021.

	<u>FY 2022</u>			<u>FY 2023</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru December	Adopted Budget	Amended Budget	Actual Thru December		
Revenue								
2011 Bond Issue	-	-	-	-	-	-	0.0%	-
2014 General Obligation Bonds	-	-	-	-	-	-	0.0%	-
2019 Refunding & Improvement Bonds	1,691,646	1,688,861	541,743	1,744,612	1,744,612	600,330	34.4%	58,587
2021 SO Refunding Bond	138	0	0	-	-	-	-	(0)
2022 GO Refunding Bond	848,804	850,491	295,883	1,054,505	1,054,505	335,168	-	39,285
Total Revenue	2,540,588	2,539,351	837,626	2,799,117	2,799,117	935,498	33.4%	97,872
Other Financing Sources								
2011 Bond Issue	-	-	-	-	-	-	-	-
2021 SO Refunding Bond	574,100	574,400	493,600	587,800	587,800	515,500	87.7%	21,900
2022 GO Refunding Bond	-	-	-	-	-	-	-	-
Total Other Financing Sources	574,100	574,400	493,600	587,800	587,800	515,500	87.7%	21,900
Total Revenue & Other Financing Sources	3,114,688	3,113,752	1,331,226	3,386,917	3,386,917	1,450,998	42.8%	119,772
Expenditures								
2011 Bond Issue	-	-	-	-	-	-	0.0%	-
2014 General Obligation Bonds	-	-	-	-	-	-	-	-
2019 Refunding & Improvement Bonds	1,431,150	1,429,786	1,237,643	1,428,900	1,428,900	1,261,825	88.3%	24,182
2021 SO Refunding Bond	576,100	574,418	493,918	587,800	587,800	515,818	1	21,900
2022 GO Refunding Bond	929,100	927,400	2,500	948,400	948,400	-	-	(2,500)
Total Expenditures	2,936,350	2,931,604	1,734,061	2,965,100	2,965,100	1,777,643	1	43,582
Other Financing Uses								
2011 Bond Issue	-	-	-	-	-	-	-	-
2014 Bonds for Capital Projects	-	-	-	-	-	-	-	-
2021 SO Refunding Bond	-	-	-	-	-	-	84.6%	-
2022 GO Refunding Bond	-	-	-	-	-	-	-	-
Total Other Financing Uses	-	-	-	-	-	-	0.0%	-
Total Expenditures & Other Financing Uses	2,936,350	2,931,604	1,734,061	2,965,100	2,965,100	1,777,643	60.0%	43,582
Surplus (Deficit)	178,338	182,148	(402,835)	421,817	421,817	(326,645)		



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ERNIE RHODES, FIRE CHIEF

DATE: MARCH 26, 2024

SUBJECT: ORDINANCE - AGREEMENT WITH MUTUAL AID BOX ALARM SYSTEM (MABAS) FOR MUTUAL AID ASSISTANCE

The Mutual Aid Box Alarm System (MABAS) was created in Chicago's northwest suburbs in the late 1960's for mutual aid service in that immediate area. MABAS aid includes fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster. Over the years, this mutual aid system has grown to include over 2,600 member departments in six states.

This agreement enables mutual aid response to and from departments in the State of Illinois. Missouri Law (RSMo 44.090) authorizes political subdivisions in Missouri to enter into mutual aid agreements which agencies in other states, including Illinois.

Recommendation: Staff recommend approval of the ordinance joining MABAS for mutual aid assistance.

BILL NO. 7016

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gamut from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, Section Section 44.090, RSMo. authorizes cities and public safety agencies in Missouri to enter into mutual aid agreements with other "public or private agencies within and without the state for reciprocal emergency aid" such as the agreement hereinafter referenced; and

WHEREAS, the Mayor and the Board of Aldermen of The City of Clayton, Missouri, have determined that it is in the best interests of the City and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

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

SECTION 1: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION 2: APPROVAL OF AGREEMENT That the Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor and City Manager and City Clerk be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION 3: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION 4: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Ordinance.

SECTION 5: EFFECTIVE DATE This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the Board of Aldermen this 26th day of March 2024.

Mayor

Attest:

City Clerk



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

**As Approved by the MABAS Executive Board:
October 19, 2022**

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

WHEREAS, the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the Illinois “Intergovernmental Cooperation Act”, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term “political subdivision” means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is

authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term “public agency” means any political subdivision of the State of Iowa; any agency of Iowa’s government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term “governmental unit” in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, “municipality” means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and “political subdivision” means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO – RULES OF CONSTRUCTION AND DEFINITIONS

1. The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. **"Agreement"** means this Master Mutual Aid Box Alarm System Agreement.
 - B. **"Aiding Unit"** means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. **"Automatic Mutual Aid"** or **"Auto-Aid"** means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. **"Box Alarm"** means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. **"Chapter"** means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. **"Chapter Governing Board"** means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. **“Chapter President”** means a person elected as the President of each state Chapter;
- H. **“Chief Officer”** means the Fire Chief or agency head of a Unit, or a designee of the Unit’s Fire Chief or agency head.
- I. **“Council of Chapter Presidents”** means the council or board whose members shall be the elected President of each State’s Chapter, as set forth in this Agreement.
- J. **“Disaster”** means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. **“Division”** means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. **“Emergency”** means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. **“Emergency Responder”** includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. **“Emergency Services”** means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. **“Incident Commander”** is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

- responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.
- P. **“Incident Command System”** means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. **“MABAS”** means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. **“Mutual Aid”** is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. **“Requesting Unit”** means any Unit requesting assistance of another Unit under this Agreement.
- T. **“Serious Threats to Public Health and Safety”** means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **“Training”** means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. **“Unit”** (also “Member Unit”) means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE – AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party’s policies and within the authority provided to its Chief Officer, upon an Aiding Unit’s receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR – JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE – COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

1. Third Party Reimbursement - Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
2. Interstate Emergency Management Assistance Compact ("EMAC") Response – Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

3. Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit

General Liability: \$1,000,000 per occurrence

Emergency Medical Service Professional Liability: \$1,000,000 per occurrence

Workers' Compensation: Statutory limits

The obligations of this Section may be satisfied by a Party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE – COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - TERM

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section. Any Party may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. Entire Agreement. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. Severability of Provisions. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. Captions. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. Terminology. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. Recitals. The Recitals shall be considered an integral part of this Agreement.
- G. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. Counterpart Signatures. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- I. Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. No Implied Waiver. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. Notices. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN – REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the _____, (Unit) this ___ day of _____, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By: _____

Title: _____

Attest: _____

Title: _____

*



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: MARCH 26, 2024
RE: RESOLUTION APPROVING A TASK ORDER WITH NAVIGATE BUILDING SOLUTIONS, LLC FOR DESIGN AND CONSTRUCTION SERVICES RELATED TO THE CLAYTON MUNICIPAL GARAGE RENOVATION PROJECT.

In May of last year, the City of Clayton entered into an on-call services agreement with Navigate Building Solutions, LLC for owners' representative services. Since that time, Navigate's team has been working with staff to provide a condition and needs assessment of the Clayton Municipal Garage. A summary of that assessment was provided at the February 27th Board of Aldermen meeting.

The attached proposal from Navigate provides for owner's representative services for (a) the procurement of design services, (b) design, (c) pre-bid/bidding, (d) construction, and (e) post-construction services. Navigate will provide a wide variety of services during the project, which are detailed in the attached scope of work. Primary services will include:

1. Consultant Procurement Services
2. Preconstruction Phase: Design and Bidding Services
3. Construction Phase Services
4. Post-Construction Phase Services

The fee for consultant procurement, design, and bidding services is \$140,700. The fee for construction and post-construction services is \$208,000 (\$16,000/month). An hourly breakdown per task is attached.

Under this task order, services provided by Navigate are 12 months for design, 12 months for construction, and 1 month for post-construction. The construction phasing and duration is subject to the ability of the contractor to have access to portions of the existing facility for construction. Available offsite options to relocate City employees and services during construction will be evaluated for cost-effectiveness. However, the selected option may extend the construction time by up to 6 months. Therefore, we are also requesting a contingency of \$96,000 (6 months x \$16,000/month) in the event a longer duration is needed or more cost-effective overall.

The Capital Improvement Fund has sufficient funding with \$1,250,000 allocated for this project in FY2024.

Upon execution of this task order with Navigate, an RFQ for design services will be issued. The contract for the design consultant would be directly with the City and will be brought back to the Board of Aldermen for approval.

STAFF RECOMMENDATION: Approve the ordinance authorizing the task order with Navigate Building Solutions, LLC in the amount of \$348,700, plus a contingency of \$96,000 for the Clayton Municipal Garage Renovation Project.

RESOLUTION NO. 2024-05

RESOLUTION APPROVING A TASK ORDER WITH NAVIGATE BUILDING SOLUTIONS, LLC FOR DESIGN AND CONSTRUCTION SERVICES RELATED TO THE CLAYTON MUNICIPAL GARAGE RENOVATION PROJECT.

WHEREAS, the City desires to renovate and expand the Clayton Municipal Garage facilities at 8300 Shaw Park Drive; and

WHEREAS, the City desires to utilize and owners representative to assist in the design and construction of said project; and

WHEREAS, the City previously solicited and reviewed qualifications for on-call owners' representative services: and

WHEREAS, the City previously selected and executed an on-call contract with Navigate Building Solutions, LLC for these services;

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

Section 1. The Board of Aldermen approves on behalf of the City a task order with Navigate Building Solutions, LLC for Owner's Representative and Construction Management Advisor Services for design and construction services associated with the Clayton Municipal Garage Renovation 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, 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 contracts 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. The City Manager is authorized to execute Change Orders to the Task Order in an amount not in excess of Ninety-Six Thousand Dollars (\$96,000).

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

Passed this 26th day of March 2024.

Mayor

ATTEST:

City Clerk

OWNER REPRESENTATIVE, ON-CALL PROFESSIONAL SERVICES AGREEMENT

TASK ORDER NUMBER 2

DATE: March 21, 2024

MASTER AGREEMENT: Owner Representative, On-Call Professional Services Agreement made between the City of Clayton, Missouri and Navigate Building Solutions dated May 9, 2023.

PROJECT: Public Works – Procurement, Preconstruction, and Construction

SCOPE OF WORK:

1.3 Consultant Procurement Services

1.3.1 Owner Representative shall assist the Owner in selecting, retaining and coordinating the professional design services required for the project. This includes coordinating design consultant interviews and tabulating review ratings included in Section 1.3

1.3.2 Owner Representative shall consult with the Owner on strategies / requirements for the procurement of the required professional services and then draft the required Request for Qualifications for such activity.

1.3.3 Owner Representative shall work with the Owner's Legal Counsel to develop a draft Professional Services Contract for inclusion in the Request for Qualifications.

1.3.4 Upon Owner selection of the Design Consultant, Owner Representative shall assist with the negotiation of professional service contracts and their compensation.

1.3.5 Owner Representative shall assist with the onboarding of the Design Consultants.

1.4. Preconstruction Phase: Design and Bidding Services

1.4.1. Owner's Representative shall provide leadership, based on Owner's direction, on matters relating to the planning, design, governmental approvals, and other activities necessary to complete the Project.

1.4.2. Owner's Representative shall (1) coordinate the preparation by the Architect of a written and graphic description of the program for the Project, including room uses, sizes and adjacency requirements, in accordance with Owner's goals and objectives

(the "Project Program"),(2) prepare and submit to Owner a preliminary estimated schedule for completion of the design and construction of the Project, the various major activities to be undertaken in connection with the Project, and the approximate timing of the commencement and completion of such activities, which Owner's Representative shall monitor and revise from time to time throughout the Term (the "Project Schedule"); (3) assist Owner in establishing a Project budget based on a preliminary estimate of Project costs, including without limitation Owner's internal costs, which Owner's Representative shall update with increased detail as the design of the Project progresses (the "Project Budget"); and (4) manage the Project Schedule and Project Budget to manage cash flow, maximize value, keep the work progressing in a logical manner, and avoid or mitigate interruptions of design and construction.

1.4.3. Owner's Representative shall assist the Architect in obtaining permits for the Project; coordinate with the various governmental agencies having permit responsibilities for the Project; represent the Owner at meetings of the applicable governmental units; recommend to the Owner appropriate policies or decisions to be followed on public matters affecting the Project; direct the Architect to ascertain whether there are any significant building code or other governmental compliance issues; coordinate with the Contractor the obtaining of necessary building permits or other necessary construction approvals for the Project; and advise the Owner as to any material issues noted by the Architect.

1.4.4. Owner's Representative shall schedule and attend regular meetings with the Architect related to the development of the design.

1.4.5. Owner's Representative shall provide recommendations to the Owner and Architect regarding construction feasibility, value engineering, availability of materials and labor, time requirements for installation and construction, and factors relating to costs, including costs of alternative designs or materials in a manner consistent with the Project Program, Budget and Schedule, and possible cost reductions and economies if and when necessary to reconcile the Project Budget, Program, and Schedule.

1.4.6. Owner's Representative shall review and comment on the drawings and specifications for the Project (the "Construction Documents"), as they are prepared by the Architect. Owner's Representative shall assist the Owner in the evaluation and recommendation of appropriate design alternatives in light of the Owner's Project Program and the Project Budget and Schedule, provided the Owner's Representative shall not assume any of the Architect's responsibilities for design or any of the general contractor's responsibilities for construction means, methods or costs.

1.4.7. Upon approval by Owner of design development plans and specifications, Owner's Representative shall (a) lead the process on behalf of the Owner in reviewing and coordinating the preparation by the Architect and other Project consultants of the Construction Documents for the Project; and (b) make recommendations regarding alternative solutions whenever design details appear to (i) adversely affect construction

feasibility, the Project Program, Budget or Schedule; or (ii) cause the Project to deviate from the approved drawings or requirements of Owner.

1.4.8. Owner's Representative shall (i) prepare and update detailed cost estimates for the estimated Project costs to be incurred by Owner in designing and constructing the Project (the "Project Costs Estimate"). These shall be prepared at the end of Schematic and Design Development phases of the project. The Project Costs Estimate shall include separate line items for each cost category included in the Project cost; with line items for anticipated contracts and subcontracts, and (ii) evaluate pricing for alternative building and engineering systems. In addition, Owner's Representative shall, in consultation with the Architect and Contractor, provide value engineering services to analyze and make recommendations concerning availability of materials and labor, time requirements for installation and construction, and other factors related to costs, including costs of alternative designs or materials, and possible cost reductions and economies. Owner's Representative shall provide value engineering recommendations to Owner, but the final decision will, in every instance, be Owner's decision.

1.4.9. Owner's Representative shall assist Owner in setting a final Project Budget, based on the approved design and the Project Schedule, the Project Program, the Project Costs Estimate and financial constraints identified by Owner; if Owner, with the advice of the Owner's Representative, elects to proceed with separate Project construction contracts or separate bid packages, the Project Costs Estimate and final Project Budget shall include a separate budget for each Project construction contract or bid package. When used in this Agreement, depending on its context, the term "bid" shall mean "Qualification" and the term "bidder" shall mean "proposer".

1.4.10. Owner's Representative shall do a final budget check before going out to bid and make recommendations on any alternative materials.

1.4.11. Owner's Representative shall act as Owner's representative in coordinating and assisting the Architect in the preparation of bid documents. Owner's Representative shall manage the bid process and execution of contracts in accordance with Owner's requirements.

1.4.12. Owner's Representative shall assist the Owner in providing two Board of Aldermen updates.

1.4.13. Owner's Representative shall assist with pre-bid conferences to familiarize bidders with the bid documents and any special or unique systems, materials or methods.

1.4.14. Owner's Representative shall review bids, prepare analyses and make recommendations to Owner for an award of a contract for the Project.

2 – Construction Phase Services

2.1. Owner's Representative shall provide recommendations regarding the Contractor's proposed mobilization schedule, temporary Project facilities, equipment, materials and services during construction and the assignment of responsibilities relating to the same.

2.2. Owner's Representative shall conduct pre-award conferences with the best and lowest respondent for the Project construction contract; advise Owner regarding the negotiation of business terms of the Project construction contract; and advise Owner on the acceptability of the Contractors for the Project(s).

2.3. Owner's Representative shall review and process vendor insurance certificates, surety bonds, other bid documents required by Owner (such as Contractor/ Subcontractor Questionnaire, Non-Collusion, employment verification compliance, Israeli boycott compliance, and prevailing wage compliance, etc.) and waivers for contract compliance.

2.4. After Owner awards the Project construction contract and before a Contractor commences work on the site, Owner's Representative shall assist Owner in the preparation of necessary site logistics plans, traffic flow diagrams and plans for the performance of the applicable work as a result of the review and coordination of the Contractor's implementation plan, showing the use of designated roadways or street lights, the closing of any roadways, streets and/or sidewalks, and the re-routing of any traffic; and assist in obtaining necessary government approvals required to implement such traffic plans.

2.5. Owner's Representative shall make recommendations as to the timely and economical purchases of materials and equipment; and monitor the purchase of such items.

2.6. Owner's Representative shall represent the Owner in its communications with the Contractor(s), and design consultant(s); schedule, attend and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review and advise the Owner concerning, change orders, submittals, and requests for information.

2.7. Owner's Representative shall review and photograph construction progress and issue inspection reports.

2.8. Owner's Representative shall assist and review the processing of change orders and negotiate on Owner's behalf, any change order proposed by a Contractor.

2.9. The Owner's Representative shall review applications for payment by the design consultants and Contractors and make written recommendations to the Owner concerning the payment.

2.10. Owner's Representative shall direct Contractor (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work for the Project. In the event of delays impacting the critical path schedule, the Owner's Representative shall make recommendations to the Owner for corrective action by the Contractor and review the Contractor's recommendations for corrective action.

2.11. Owner's Representative shall coordinate the design team's review and approval of shop drawings, product data and other submittals by the Contractor.

2.12. In conjunction with the Contractor who has prime contractual responsibility, the Owner's Representative shall additionally review and advise the Owner concerning the adequacy of the Contractor's personnel and equipment, and the availability of materials and supplies to meet the Contractor's schedules.

2.13. Owner's Representative shall enforce the Contractor's contract to maintain a daily log containing the number of workers, equipment, work accomplished, daily weather, problems encountered and other relevant data as the Owner may require. Although Owner's Representative shall not guarantee the performance by the Contractor or their subcontractors, Owner's Representative shall recommend courses of action to the Owner when Owner or Owner's Representative becomes aware that requirements of any Project construction contract are not being fulfilled, or when a Contractor falls behind in its schedule; shall communicate recommendations, as directed by the Owner, to Contractor on behalf of the Owner; shall monitor Contractor's performance of such recommendations; and shall report Contractor's progress to the Owner on at least a monthly basis.

2.14. Owner's Representative shall notify the Owner in writing, with photos and supporting documentation if the Owner's Representative becomes aware that the work of a Contractor is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review test reports and notify the Owner, the Design consultants and the Contractor, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the Owner's Representative shall reject work that does not conform to the requirements of the applicable Contract Documents.

2.15. Owner's Representative shall attend on-site review to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's

Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.

2.16. Owner's Representative shall coordinate with the design consultants in its review of the work to enable the design consultants to determine the date of substantial completion. At the substantial completion of the work, monitor the design consultants in their inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. The Owner's Representative shall consult with the Owner and/or design consultant in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.

2.17. Owner's Representative shall obtain from the Contractor record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction completes.

2.18. Together with the design consultants and Owner, the Owner's Representative shall monitor and observe the testing, start-up and inspections of all utilities, systems and equipment for the Project and review test reports.

2.19. Owner's Representative shall complete the final close-out of the Projects by (i) obtaining, or causing the Contractor to obtain government approvals required for the legal use and occupancy of the Projects, (ii) obtaining warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) obtaining affidavits, final prevailing wage compliance verification, waivers, and releases the Contractors pursuant to the Project construction contracts to achieve final completion of the Project, (iv) collecting and/or otherwise resolving any customary back charge claims that Owner may assert against any design consultants or Contractors, (v) coordinating the receipt of stock supplies/materials (vi) coordinating contractor building systems training with City staff, (vii) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Projects to seek enforcement of warranties

3 – Post Construction Phase Services

3.1. Owner's Representative shall coordinate the solicitation, bidding and installation of Owner procured items such as equipment, technology, security and furnishings.

3.2. Owner's Representative shall coordinate the moving of new/old/stored furnishings and equipment into the completed facility.

3.3. Owner's Representative shall provide onsite warranty reviews post-completion at 11 months. Owner's Representative shall be available to the Owner to coordinate warranty callbacks.



SCHEDULE:

- 1. Consultant Procurement Services shall be completed between Mid-April and 7/1/24.
- 2. Preconstruction Services & Bidding Services shall be completed between 7/2/24 and April 30, 2025.
- 3. Construction Services are anticipated to take 12 months.
- 4. Post Construction Phase Services are anticipated to take 1 month.

COMPENSATION:

- 1. Owner Representative shall be paid a lump sum of \$140,700 in equal payments of \$11,725.00 over a 12-month period for procurement and preconstruction services.
- 2. Owner Representative shall be paid lump sum of \$208,000 in equal payments of \$16,000 over a 13-month period for Construction and Post Construction Phase Services. If the construction & post construction schedule goes beyond 13 months due to Owner Phasing Requirements, the Owner must provide a notice to proceed to NAVIGATE to continue their services. NAVIGATE then shall proceed and be paid \$16,000 per month. If there is a partial suspension / delay/ project completion, that results in NAVIGATE not working for a full month, NAVIGATE will only bill a weekly prorated fee not to exceed \$3,686.64 in any seven-day period (based on 4.34 weeks per month) or \$16,000 in any 30 day period. If NAVIGATE does not work for a full month, NAVIGATE will not bill that month.

3/22/24

Signature

Date

Craig Schluter

Member

NAVIGATE Building Solutions, LLC.

Signature

Date

Name _____

Title _____

City of Clayton, Missouri



Clayton Municipal Garage

Preconstruction / Construction

Resource Procurement	10 Weeks (2.5 months)
Design/Bidding	43 Weeks (10 months)

Task	Principal	SPM	Estimator
General Services			
1.3 - Resource Procurement			
Initial Kick Off	2	4	
RFQ Development, Owner Meetings, Issuance, RFQ Bidder Correspondance	2	32	
Design Team Negotiations and Contracting	4	24	
1.4 - Preconstruction Phase: Design and Bidding Services			
1.4.1 General Services	16	48	
1.4.2 Budget Management/ Cash Flow Schedule/ Project Schedule	4	24	
1.4.3 AHJ/ Permit Coordination	2	24	
1.4.4 Design Development Meetings	8	64	
1.4.5 Schematic Design Value Engineering, Construction Feasibility	8	40	
1.4.6 Constructability Reviews	8	56	
1.4.7 Design Development Value Engineering, Construction Feasibility	8	40	
1.4.8 Detailed Estimates at Schematic, Design Development, and Permit	12	24	120
1.4.9 Update Estimates and Budget Based On Decisions		8	
1.4.10 Final Value Engineering and Alternative Material Recommendation	4	8	
1.4.11 Bid Document Preparation/ Contract Development/ Bid Process	4	48	
1.4.12 Committee and BOA Updates	4	16	
1.4.13 Pre-Bid Conferences	3	8	
Review bids, contractor interviews, recommendation to Owner, and			
1.4.14 assist in contracting.	4	12	
Total Hours	93	480	120
2024 Rates	\$169.73	\$139.87	\$118.81
Sub Total	\$15,785	\$67,138	\$14,257
	OH&P Mutiplier		1.45
	Total		\$140,910.55
	Adjusted Grand Total		\$140,700.00

Task	Principal	Project Director	Estimator
2 - Construction			
2.1 Preliminary Logistics Planning	2	16	
2.2 Pre Award Conferences	2	4	
2.3 Pre Construction Documentation	2	8	
2.4 Enhanced Logistics Planning	1	40	
2.5 Material Review	1	6	
2.6 OAC Meetings (Bi Weekly) / Project Communications	24	120	
2.7 Daily Field Reports	20	160	
2.8 CO Estimating, Review, and Processing	8	12	56
2.9 Payment Processing	8	48	
2.10 Critical Path Schedule Review	8	48	
2.11 Shop Drawing Coordination	2	24	
2.12 Labor Review	2	20	
2.13 Review Contractors Daily Log and Other Deliverables	2	32	
2.14 On Site Quality Control (Weekly)	2	96	
2.15 Substantial/Final Completion Inspections	1	24	
2.16 Substantial/Final Completion Follow Up	1	20	
2.17 Contractors Record Drawings	1	10	
2.18 Testing and Start Up	1	16	
2.19 Close out	2	40	
4 - Post Construction			
4.1 Owner Furnished Installations	1	40	
4.2 Moving Coordination		8	
4.3 Warrant Walk	1	16	
Total Hours	92	808	56
2025 Rates	\$174.82	\$149.85	\$122.37
Sub Total	\$16,083	\$121,079	\$6,853
	OH&P Mutiplier		1.45
	Total		\$208,821.69
	Adjusted Grand Total		\$208,000.00