

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/81925716277>; Webinar ID: 819 2571 6277

+19292056099 ,81925716277# US (New York); +13017158592,8 1925716277# US (Washington DC)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 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 or +1 253 215 8782

International numbers available: <https://us02web.zoom.us/j/81925716277>

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](mailto:jfrazier@claytonmo.gov). All comments received will be distributed to the entire Board before the meeting.

**CITY OF CLAYTON BOARD OF ALDERMEN**  
**DISCUSSION SESSION – 6:30 P.M.**  
**TUESDAY, JUNE 25, 2024**  
**CITY HALL COUNCIL CHAMBERS, 2<sup>ND</sup> FL**  
**10 N. BEMISTON AVENUE**  
**CLAYTON, MO 63105**

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1. Presentation by the Metropolitan Sewer District on Proposition S and Existing Operation Maintenance Construction Improvement Districts (OMCI)

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.

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**CITY OF CLAYTON BOARD OF ALDERMEN**  
**TUESDAY, JUNE 25, 2024 – 7:00 P.M.**  
**CITY HALL COUNCIL CHAMBERS, 2<sup>ND</sup> FL**  
**10 N. BEMISTON AVENUE**  
**CLAYTON, MO 63105**

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**ROLL CALL**

**PUBLIC REQUESTS & PETITION**

**CONSENT AGENDA**

1. Minutes – June 11, 2024
2. Liquor License – Real Hospitality Group, LLC – Hampton Inn

## **CITY MANAGER REPORT**

1. Ordinance - Appointing members to the Board of Directors of the Daniele Community Improvement District (CID). (Bill No. 7027)
2. Ordinance - A task order with CDG Engineers, Inc. for the design of lighting improvements in the Wydown Forest, Hi-Pointe, and the DeMun areas. (Bill No. 7028)
3. Ordinance - A contract with Saint Louis County, Missouri for Vector Control Services. (Bill No. 7029)
4. Resolution – Initiating a City Building Benchmarking Program as recommended by the Sustainability Advisory Committee. (Res. No. 2024-10)

## **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.*

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THE CITY OF CLAYTON

Board of Aldermen  
In-Person and Virtual Meeting  
June 11, 2024  
7:08 p.m.

MINUTES

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

In-person: Bridget McAndrew, Susan Buse, Becky Patel, Gary Feder, Rick Hummell, Jeffery Yorg, and Mayor Michelle Harris.

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

PUBLIC REQUESTS AND PETITIONS

None

CONSENT AGENDA

1. Minutes – May 28, 2024
2. Boards and Commissions appointments.
3. Boards and Commissions Aldermanic Committee Assignments.

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

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

PRESENTATION ON THE FY2025 CITY OF CLAYTON EVENTS

Gary Carter, Director of Economic Development provided the Board with a PowerPoint presentation on the FY2025 schedule of events.

A RESOLUTION ENDORSING CLAYTON TOMORROW 2040 COMPREHENSIVE PLAN

City Manager Gipson reported that this is a resolution for the Board’s consideration to endorse and reaffirm the Clayton Tomorrow 2040 Comprehensive Plan as the city plan. By charter, ordinance and state law, the Plan Commission is charged with providing a master plan for the physical development of the City of Clayton. On June 3, 2024, after holding a public hearing, the Plan Commission voted unanimously to adopt Clayton Tomorrow 2040 Comprehensive Plan. As a matter of good practice, staff recommends that the Board of Aldermen passes a resolution endorsing the decision of the Plan Commission.

**Motion made by Alderman McAndrew to endorse Clayton Tomorrow 2040 Comprehensive Plan. Alderman Buse seconded.**

**The motion passed unanimously on a voice vote.**

OTHER

Alderman McAndrew reported on the following:

- Plan Commission – First Watch restaurant is moving back to Clayton.

Alderman Buse reported on the following:

- Ward 2 coffee – great turnout; concerns raised regarding trash/recycle/yard waste pick-up; cleanliness of streets and certain areas.
- Parks & Recreation Commission

Alderman Patel reported on the following:

- Republic Services – missed yard waste pickup for the past three weeks – called and got it resolved.
- School District of Clayton Master Plan Committee– serving as a parent representative
- Received a citizen comment on the beauty of Shaw Park
- City Manager Gipson and Matt Malick hosted a meeting regarding the traffic safety on DeMun
- Music and Wine Festival – GREAT!

Alderman Feder reported on the following:

- Chapman Plaza event held last week – citizen concerns raised regarding the fireworks show

Alderman Hummell reported on the following:

- City Manager Gipson and Matt Malick hosted a meeting regarding the traffic safety on DeMun – good meeting.
- City manager Gipson and Anna Krane presented on the proposal for the Washington University/Concordia Seminary Overlay

Alderman Yorg reported on the following:

- Parks and Recreation Commission – presentation on the Livable Community Plan
- Ward 2 Coffee
  - Citizen concerns regarding Hanley Road traffic
  - Alderman Buse provided an update on the Sustainability Advisory Committee

Mayor Harris reported on the following:

- Attended an event celebrating St. Mary's Hospital's 100<sup>th</sup> Anniversary – representatives opened a time capsule.
- Referenced an article regarding the homeless; East-West Gateway is heading up a plan to move forward to find solutions

**Motion made by Alderman McAndrew to adjourn the meeting. Alderman Buse seconded.**

**The motion passed unanimously on a voice vote.**

**Meeting adjourned at 8:40 p.m.**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

DRAFT



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
KAREN DILBER, DIRECTOR OF FINANCE  
**DATE:** JUNE 25, 2024  
**SUBJECT:** MOTION - A LIQUOR LICENSE FOR REAL HOSPITALITY GROUP AT 216 N. MERAMEC AVENUE – HAMPTON INN

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Real Hospitality Group LLC is requesting a liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sunday at 216 N. Meramec Avenue – Hampton Inn.

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.



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER (DG)  
GARY CARTER, ECONOMIC DEVELOPMENT DIRECTOR

**DATE:** JUNE 25, 2024

**SUBJECT:** ORDINANCE – APPOINTING CERTAIN MEMBERS TO THE BOARD OF DIRECTORS OF THE DANIELE COMMUNITY IMPROVEMENT DISTRICT (CID)

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**OVERVIEW:**

On February 12, 2013 the City of Clayton created the Daniele Community Improvement District (CID) for the property located at 216 N. Meramec Avenue, now operating as a Hampton Inn & Suites. The CID imposes an additional 1% sales tax on the hotel (including hotel room, restaurant and gift shop sales). The CID uses the revenues from the sales tax to reimburse the Developer for certain eligible redevelopment costs.

The CID is governed by a five-member board of directors appointed by the Mayor with the consent of the Board of Aldermen. Only authorized representatives of property owners within the CID may be appointed to the Board of Directors. In this case, the Developer is the sole property owner within the CID.

On February 23, 2021, the Board of Aldermen approved the directors as follows:

Patricia Mattz - term expiring February 12, 2024

Mohammed Kashif - term expiring February 12, 2024

Tom Hooper - term expiring February 12, 2024

Tracey Rucker – term expiring February 12, 2025

Christina Philips – term expiring February 12, 2025

The CID is requesting the reappointment of Tom Hooper and Mohammed Kashif; and new appointment of Chrissy Gifford to replace Patricia Mattz to serve three-year terms that expire February 12, 2027.

**Recommendation:** To approve the attached ordinance.

BILL NO. 7027

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

**AN ORDINANCE OF THE CITY OF CLAYTON, MISSOURI, APPROVING THE REAPPOINTMENT OF MEMBERS TO THE BOARD OF DIRECTORS FOR THE DANIELE COMMUNITY IMPROVEMENT DISTRICT**

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**WHEREAS**, on February 12, 2013 the City of Clayton established the Daniele Community Improvement District (the "**District**") pursuant to Sections 67.1401 to 67.1571 of the Revised Statutes of Missouri, as amended (the "**Act**"); and

**WHEREAS**, upon creation of the District a five (5) member board of directors was appointed with varying terms; and

**WHEREAS**, the District has requested the appointment of certain Directors and the Mayor has nominated the persons identified below for reappointment.

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

**SECTION 1.** Appointment of Directors. The following members are hereby appointed to the Board of Directors of the District for the terms noted as follows:

Chrissy Gifford - term expiring February 12, 2027

Mohammed Kashif - term expiring February 12, 2027

Tom Hooper - term expiring February 12, 2027

**SECTION 2.** Effective Date. This ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 25th day of June 2024.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** JUNE 25, 2024  
**RE:** ORDINANCE - A TASK ORDER WITH CDG ENGINEERS, INC. FOR THE DESIGN OF LIGHTING IMPROVEMENTS IN THE WYDOWN FOREST, HI-POINTE, AND DEMUN AREAS

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In September of last year, the City of Clayton entered into an on-call services agreement with CDG Engineers, Inc. for Streetscape, Lighting, and Landscape Architecture Services. Before that, in 2018, the City contracted with CDG to study residential street lighting and produce the 2018 Lighting Standards report for the City.

From that report, the areas of Wydown Forest, Hi-Pointe, and DeMun were identified as areas for improvement, due to maintenance concerns related to the existing direct burial electrical lines in these areas. The City of Clayton took over the existing systems in 1987, and the buried lines in these areas have been more prone to failure.

The existing electrical lines in these areas are “direct burial” which means that they are not installed in a protective conduit. This can lead to corrosion of the line and more difficult repairs. Currently, if a section of the circuit has a fault it can be difficult to pinpoint the exact location to excavate and make the repairs. If electrical lines are located in conduits, it is much easier and cost-effective for City staff to replace a section of line when needed. This avoids the much higher costs of open-cutting a trench or boring to replace the electrical line.

The attached proposal from CDG provides for professional engineering lighting design for a) design phase, b) pre-bid/bidding, and c) certain services during the construction phase services CDG will provide a wide variety of services during the project, which are detailed in the attached scope of work.

The proposed fee for these consultant services is \$126,900, with reimbursable expenses of \$2,200, for a total fee of \$129,100. The design portion of this project was amended from the FY23 budget to the FY24 budget in the amount of \$172,303, therefore sufficient funding is available for this task order.

These projects are included in the approved CIP for FY2024. Under this task order, design services provided by CDG are scheduled to be completed by December 31, 2024, and construction is expected to take place the following calendar year.

**STAFF RECOMMENDATION:** Approve the ordinance authorizing the task order with CDG Engineers, Inc. for \$129,100.00 plus a contingency of \$15,000 for lighting design in the Wydown Forest, Hi-Pointe, and DeMun areas.

BILL NO. 7028

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

ORDINANCE FOR A TASK ORDER WITH CDG ENGINEERS, INC. FOR THE DESIGN OF LIGHTING IMPROVEMENTS IN THE WYDOWN FOREST, HI-POINTE, AND DEMUN AREAS

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**WHEREAS,** the City desires to make improvements to the street lighting system in the Wydown Forest, Hi-Pointe, and DeMun areas which are consistent with the 2018 Lighting Standards report; and

**WHEREAS,** the City desires to utilize professional engineering services for the design of the lighting improvements; and

**WHEREAS,** the City previously solicited and reviewed qualifications for on-call engineering services: and

**WHEREAS,** the City previously selected and executed an on-call contract with CDG Engineers, Inc.;

**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 CDG Engineers, Inc. for Professional Engineering Services for lighting design and certain services during the construction phase associated with the Wydown Forest, Hi-Point, and DeMun Areas residential street lighting services 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. In addition, the City Manager is authorized to execute Change Orders to the Task Order in an aggregate amount not in excess of Fifteen Thousand Dollars (\$15,000).

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

Passed this 25<sup>th</sup> day of June 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



One Campbell Plaza  
St. Louis, Missouri 63139  
T. 314 781 7770 F. 314 781 9075  
www.cdgengineers.com

May 2, 2024  
Revised: June 4, 2024

Mr. Richard L. Wilburn, Jr., PE  
Principal Civil Engineer  
CITY OF CLAYTON  
Department of Public Works  
10 N. Bemiston Avenue  
Clayton, Missouri 63105

RE: Proposal for Professional Engineering  
Lighting Design In  
Wydown Forest, Hi-Pointe, and DeMun  
CDG Proposal No. M24082 (Rev. 1)

Dear Mr. Wilburn:

In accordance with your request for proposal and recent meetings, CDG Engineers, Inc. ("CDG") submits this revised engineering services proposal for your review and consideration.

A previous CDG study performed a review of the City of Clayton pedestrian and street lighting systems. The study noted the quality of lighting in various areas of the City, noted areas that had lighting deficiencies, and developed a new set of lighting standards for the City of Clayton. The City of Clayton would like to pursue upgrading lighting in three (3) of the areas identified from the study – Area 6 (DeMun/Hi-Pointe), Area 7 (DeMun Avenue), and Area 12 (Wydown Forest). Refer to work areas depicted in the attached LS-000 Neighborhood Overview Map.

The City of Clayton requires electrical and civil engineering services to design a new lighting system with new pedestrian-style poles, luminaires, conduit, and cable in Wydown Forest; a new lighting system with reused pedestrian-style poles, new luminaires, new conduit, and new cable on DeMun Avenue; and a new lighting system with reused street-type poles, additional street poles where required, new luminaires, new conduit, and new cable in the DeMun and Hi-Pointe neighborhoods.

#### SCOPE OF WORK/PROJECT APPROACH:

The services that CDG proposes to render are as follows:

1. **Data Collection:** Collect appropriate data from the City, utilities, St. Louis County, MSD, etc. regarding information needed for the preparation of a project base map in a CAD format (AutoCAD 2024.dwg file). The City is to provide CDG with the project aerial imagery and available GIS information (municipal lines, roadways, utilities, etc.). Property information will be shown in approximate locations with data from the St. Louis County Assessor's GIS map. Aerial imagery will provide the basis for locating topographic features (roadways, sidewalks, driveways, trees, utility poles, lights, etc.).

2. **Limited Field Survey:** Survey will include field verifying the project base map, to identify critical topographic features in conflict with the proposed lighting improvements. Underground utilities will be marked by Missouri One-Call (Dig Right) in spot locations and those marks will be located in the project base map, supplementing utility mapping information collected from the various utilities. This limited field survey work does not include full topographic and property surveys.
3. **Photometric Calculations with Pole Locations:** Photometric calculations will include approximate foot candles, min/max ratios on road surface with pole placement base on proposed pole and luminaire. Submit preliminary photometric calculation plans for City of Clayton review.
4. **Preliminary Construction Documentation:** Documentation will include:
  - > Two (2) Construction Packages with Plans, Electrical Drawings, and Details
    - a. DeMun/Hi-Pointe Area
      - i. Electrical Plans
      - ii. Detail Drawings – Terminations, Pole Installation, Underground Conduit/Cable, Demolition, and Panel Schedules
      - iii. One-line Diagram
      - iv. Schedules for Circuits, Lighting, Cables and/or Conduit
    - b. Wydown Forest
      - i. Electrical Plans
      - ii. Detail Drawings – Terminations, Pole Installation, Underground Conduit/Cable, Demolition, and Panel Schedules
      - iii. One-line Diagram
      - iv. Schedules for Circuits, Lighting, Cables and/or Conduit
  - > One (1) Specification to augment Construction Drawings
  - > One (1) Construction Cost Estimate

Documentation will go through an internal quality control (“QC”) review prior to any external distribution.

5. Prepare voltage drop calculations for electrical wiring.
6. CDG has included hours to attend two (2) Board of Aldermen meetings for presenting plans with an estimated cost of One Thousand Eighty-five Dollars (\$1,085) per meeting. Should additional meetings be required to review vendor options, meet with neighborhood residents, etc., CDG’s per meeting cost should be applicable for meeting preparation, documents, and notes.
7. Develop a construction cost estimate for each area for City of Clayton to procure project funding and approval.

8. **Bidding:** Provide consultation services through the contractor bid selection process to provide a clear understanding of project documents and answer contractor questions in regard to engineering design.
9. **Shop Drawing Review and Design Addenda:** During project construction, provide engineering review of contractor equipment submittals. Design addenda will include any construction documentation changes that may arise during project construction.

#### DELIVERABLES:

1. Base Map Files (.dwg format)
2. Photometric Calculations (.pdf format) – Quantity 2
3. Construction Specification (.pdf format) – Quantity 2
4. Construction Drawings (.pdf and .dwg format) – Quantity 2
5. Construction Cost Estimate (.xlsx and .pdf formats) – Quantity 2

#### PROFESSIONAL SERVICES FEE:

CDG proposes to provide professional services on an hourly not-to-exceed basis.

The total amount of fee to be paid for the services identified in this proposal will not exceed One Hundred Twenty-six Thousand, Nine Hundred Dollars (\$126,900) without prior authorization. Reimbursable expenses are estimated to be Two Thousand, Two Hundred Dollars (\$2,200). The total amount of fee including reimbursable expenses therefore will not exceed One Hundred Twenty-nine Thousand, One Hundred Dollars (\$129,100) without prior authorization.

#### TIME OF PERFORMANCE:

CDG will commence work within two weeks after receipt of written notice-to-proceed and be completed by December 31, 2024.

Cost of starting, stopping or delaying the project: The fees for professional services identified in this proposal are based on the project schedule provided within this proposal. If the project is delayed, or stopped and restarted by the client for an extended period of time, the overall project fee may be subject to an adjustment depending upon the impact of the delay on CDG project efficiency. This adjustment will be determined by identifying actual increased costs and determined in negotiations with the client.

**TERMS AND CONDITIONS:**

The terms and conditions for this engineering assignment will be in accordance with those already established in the Engineering On-Call Services Agreement between CDG and the City of Clayton. Attached to this proposal is a copy of CDG's Standard Terms and Conditions. The CDG Standard Terms and Conditions will apply where not in conflict with the Consulting Agreement.

**AUTHORIZATION:**

If you would like to authorize CDG to perform the professional services outlined in this proposal, please indicate your acceptance of the terms and conditions of this proposal letter by issuing a professional services agreement or by communicating some other form of written acceptance.

Respectfully submitted,  
*CDG Engineers, Inc.*

A handwritten signature in blue ink that reads "Patrick D. McEvoy".

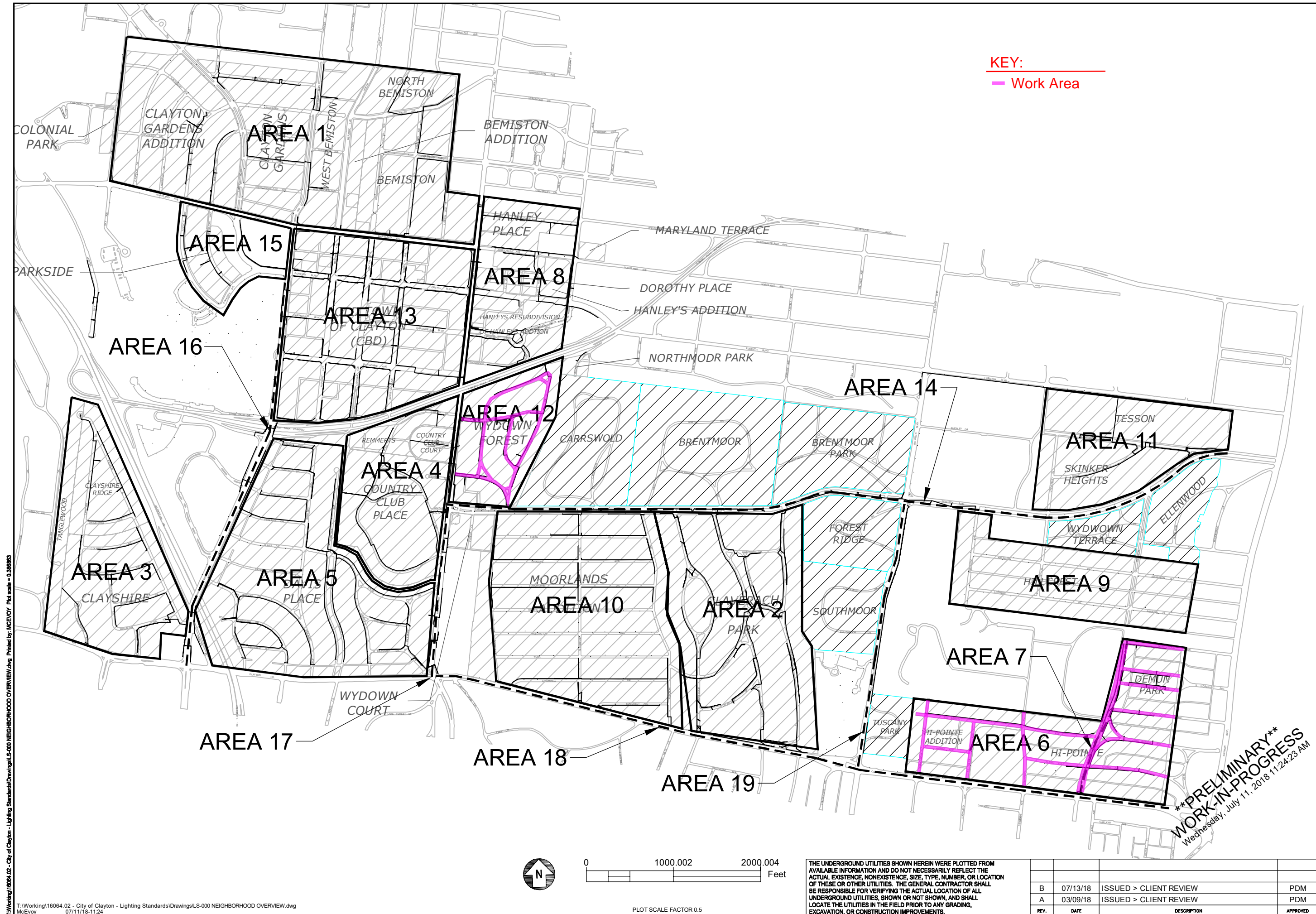
Patrick D. McEvoy, PE  
Principal

A handwritten signature in blue ink that reads "Daniel J. Rieck".

Daniel J. Rieck, PE, LSIT  
Project Manager

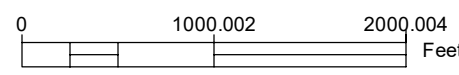
PDM/DJR:la

Attachments:       LS-000 Neighborhood Overview Map  
                              CDG Standard Terms and Conditions



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T:\Working\16064.02 - City of Clayton - Lighting Standards\Drawings\LS-000 NEIGHBORHOOD OVERVIEW.dwg  
 McEvoy 07/11/18-11:24



PLOT SCALE FACTOR 0.5

THE UNDERGROUND UTILITIES SHOWN HEREIN WERE PLOTTED FROM AVAILABLE INFORMATION AND DO NOT NECESSARILY REFLECT THE ACTUAL EXISTENCE, NONEXISTENCE, SIZE, TYPE, NUMBER, OR LOCATION OF THESE OR OTHER UTILITIES. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACTUAL LOCATION OF ALL UNDERGROUND UTILITIES, SHOWN OR NOT SHOWN, AND SHALL LOCATE THE UTILITIES IN THE FIELD PRIOR TO ANY GRADING, EXCAVATION, OR CONSTRUCTION IMPROVEMENTS.

REV.	DATE	DESCRIPTION	APPROVED
B	07/13/18	ISSUED > CLIENT REVIEW	PDM
A	03/09/18	ISSUED > CLIENT REVIEW	PDM

**\*\*PRELIMINARY\*\***  
**WORK-IN-PROGRESS**  
 Wednesday, July 11, 2018 11:24:23 AM

CDG ENGINEERS  
 One Campbell Plaza  
 St. Louis, Missouri 63139  
 T. 314.781.7770  
 F. 314.781.9075  
 Missouri State Certificate of Authority # 1271

ENGSEAL  
 ENGSEALNUM

McEvoy  
 March 8, 2018

NEIGHBORHOOD OVERVIEW  
 AREA 1-13  
 LIGHTING STANDARD  
 CITY OF CLAYTON

CDG PROJECT NO.  
 16064.02

DRAWING NO.  
 15 LS-000

## TERMS AND CONDITIONS

**AGREEMENT** These terms and conditions constitute an agreement between CDG Engineers, Inc. ("CDG") and the Client addressed in the accompanying proposal letter to which these Terms and Conditions are attached. Any changes to these Terms and Conditions must be mutually agreed to in writing. Both CDG and the Client are deemed to have accepted these Terms and Conditions for the project described when this work is authorized.

**PROFESSIONAL SERVICES; STANDARD OF CARE** a) CDG shall provide only those basic services described in the accompanying proposal letter unless additional services are added upon mutual written agreement between both parties. Specialty services such as geotechnical engineering, hazardous waste removal identification, etc. are not provided unless otherwise specified in the accompanying proposal through the use of sub-consultants. Client has reviewed the scope of services and has determined that it does not need or want a greater level of service than that being provided. b) CDG will perform all services in a good and workmanlike manner consistent with the standard of care normally exercised by others in the profession in question and in the same community. Nothing in this Contract shall be construed to constitute an expressed or implied warranty, including (but not limited to) any warranty of merchantability or fitness for a particular purpose. c) CDG shall be responsible only for its activities and those of its employees on site. CDG will not direct the work activities of the Client's employees or any construction contractors, sub-contractors or any of their employees, or other individuals not employed by CDG. CDG will abide by any job-site safety programs identified by the Client but will not be responsible for job-site safety of any workers or persons not employed by CDG. CDG will not control or be responsible for the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees. CDG will not be responsible for the failure of any Contractor to perform the Work in accordance with the Contract Documents. In addition, CDG will not be responsible for identification of unsafe conditions, nor for the identification, handling, or removal of hazardous or toxic substances.

**COMPLIANCE WITH LAWS** CDG possesses all licenses, permits and other authorizations from any governmental entity necessary for the performance of services hereunder. CDG shall comply with all applicable laws, statutes, ordinances, codes, regulations, orders rules and other requirements related to the performance of services hereunder.

**ESTIMATES** As CDG has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of CDG's experience and judgment as a design professional; but it cannot and does not warrant or guarantee the contractor's proposals, bids or costs will not vary from its estimates.

**INSURANCE** During the term of this Contract, CDG shall procure and keep in effect a policy or policies of comprehensive general liability insurance including public liability, property damage, contractual liability, vehicular liability, professional liability and workers compensation insurance, each with a minimum combined single limit of Two Million Dollars (\$2,000,000). To the extent that property insurance covers a loss, the parties waive all rights against each other, including the rights of subrogation, to the extent of such insurance coverage.

**TIME OF PERFORMANCE** CDG will commence work immediately after receipt of written notice-to-proceed and receipt of all required information from the Client. CDG will endeavor to complete the project within the time stated in the proposal, but will not be responsible for delays caused by events beyond CDG's control.

**TERMINATION OF SERVICES** This Contract may be terminated by either party upon not less than fourteen (14) days written notice should the other party fail to substantially perform in accordance with these terms and conditions, which includes the failure to make payments to CDG in accordance with this Contract.

**DISPUTE RESOLUTION** a) Any claim, dispute, or other matter in question arising out of this Contract, shall first be submitted to nonbinding mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be held where the project is located and both parties shall share equally in the mediator's fees and filing fees. b) Any claims, disputes, or other matters in question arising out of or relating to this Contract that are not resolved by mediation shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Arbitration shall be held where the project is located and both parties shall share equally in the arbitrator's fees and filing fees.

**COMPENSATION** The Client agrees to compensate CDG in the amount stated in the accompanying proposal letter for the basic services described therein and agrees to additional compensation for such additional services as may be subsequently amended to this Contract. Unless stated otherwise in the accompanying proposal letter, the quoted compensation for the services described is fixed for a period of thirty days from the date of the proposal letter. An invoice for progress payments will be submitted monthly during the performance period of this Contract. It is agreed that monthly progress payments for fees earned under this contract are due and payable within thirty (30) days of submission of invoices. It is further understood that if the project is terminated, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished. Unless specifically itemized in the accompanying letter, reimbursable expenses are in addition to the stated compensation for basic and additional services.

**LIMITATION OF LIABILITY** To the fullest extent permitted by law, CDG's liability to the Client for any claims, losses, expenses, or other damages arising out of this Contract shall be limited to and shall not exceed the agreed upon and paid compensation for basic and additional services covered under this Contract. Neither party shall have any liability to the other party for loss of profit, loss of use, or any other indirect, incidental, special or consequential damages ("Consequential Damages") incurred by the other party, whether brought in an action for breach of contract, tort, or strict liability, and irrespective of whether caused by or allegedly caused by either party's negligence, and both parties waive all rights to bring any claims for Consequential Damages.

**CONFIDENTIALITY** CDG acknowledges that in connection with this Contract it may receive certain confidential or proprietary technical and business information of Client ("Confidential Information"). CDG, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as necessary to perform services hereunder or except as may be required by any governmental authority. Notwithstanding the foregoing, Confidential information shall not include any information that is in the public domain or becomes publicly known through no fault of CDG, or is otherwise properly received by a third party without an obligation of confidentiality.

**DOCUMENTS** CDG shall retain all rights to all documents and electronic media produced by CDG under this Contract, and they may be used by the Client only for the project stated in the accompanying proposal letter.

**MISCELLANEOUS** This Contract and the rights of the parties shall be governed by the laws of the state of Missouri. If any provision contained herein is found to be illegal or unenforceable, the enforceability of the remaining provisions shall not be impaired. This Contract is entered into by the parties for the sole benefit of the parties and nothing contained herein is intended to nor shall create any rights or benefits in any third party. Neither party may assign this Contract to a third party without the written consent of the other.



## **AGREEMENT FOR ON-CALL ENGINEERING SERVICES**

The City of Clayton has selected **CDG ENGINEERS, INC.** hereafter known as the CONSULTANT, to perform professional services to assist City staff with **STREETSCAPE, LIGHTING, AND LANDSCAPE ARCHITECTURE**, and other engineering services, as required.

CITY and CONSULTANT hereby agree as follows:

### **ARTICLE 1- SCOPE OF SERVICES – STREETSCAPE, LIGHTING, AND LANDSCAPE ARCHITECTURE**

The scope of services for projects under this agreement may include but is not limited to the following:

- Development of conceptual plans, alternatives and/or cost estimates
- Development of Complete Street concepts
- Preparation of plans, estimates and specifications for construction
- Development of right of way plans or easements
- Right of way acquisition
- Grant writing and procurement
- Attend City meetings as needed
- Public engagement
- Grant Applications

The City shall request services specific to these items on a project-by-project basis and request a detailed scope of service, schedule, and cost for services for each project.

## **ARTICLE 2 - FEES AND PAYMENT**

- A) For the services described in Article 1 - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation the cost for services as described in each project's Scope of Services. Additional services not outlined in the proposal submitted to the CITY by the CONSULTANT will be billed on a time and materials basis according to the attached fee schedule (Attachment 1).
- B) Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than forty days after receipt of acceptable invoices with appropriate documentation.
- C) The associated fees subject to this agreement are effective from the date of execution to September 30, 2024. The fee rate schedule may be updated once per year to reflect changes in hourly rates for the next City Fiscal Year, which runs October 1 to September 30. Any fees outside of the noted hourly rates shall be negotiated between the CITY and CONSULTANT.

## **ARTICLE 3 - SUBCONTRACTING**

No part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of the CONSULTANT's primary responsibility for the quality and performance of the work. The CONSULTANT shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this Agreement, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

## **ARTICLE 4 - RESPONSIBILITY OF CONSULTANT**

Documents shall be prepared in accordance with the general instructions provided by the City Representative.

Services provided by the CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of the CONSULTANT's professional services furnished under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any document furnished by the CONSULTANT and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY's review, approval, or acceptance of, nor payment for, any of the services required under this agreement shall be construed to operate as a waiver of any rights under this agreement or any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable City codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT's negligent performance of any of the services furnished under this agreement.

CONSULTANT shall not be responsible for any delay in or failure to perform or for any loss, penalty, damage or delay caused in whole or in part by wars, riots, strikes, labor conditions or restrictions, sabotage, accidents, weather conditions, fire, Acts of God, governmental decrees, rules practices, actions or order, the act or neglect of the client or by any other cause beyond the control of CONSULTANT.

CONSULTANT shall not be held responsible for any delays in completion due to unreasonable delay by the CITY in giving the necessary approvals or direction.

#### **ARTICLE 5 - TIME OF COMPLETION**

Work will be completed on as-needed basis. The amount of time to complete each project will vary depending on the scope of the project.

#### **ARTICLE 6 - INFORMATION BY THE CITY**

The CITY will provide, upon request, available information of record to the CONSULTANT. The CITY will not be responsible for the accuracy of the information provided.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

#### **ARTICLE 7 - INSURANCE REQUIREMENTS**

The CONSULTANT shall procure and maintain during the life of this agreement insurance of the types and minimum amounts as follows:

Comprehensive General Liability and	\$3,000,000.00 each occurrence
Bodily Injury, including Death:	\$3,000,000.00 aggregate
Automobile Liability:	\$3,000,000.00 each occurrence
	\$3,000,000.00 aggregate

Professional Liability: \$3,000,000.00 each occurrence  
\$3,000,000.00 aggregate

Workers Compensation: Per State Statutory Requirements

The Commercial General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the CONSULTANT shall name the CITY as an additional insured on all insurance policies, except Professional Liability, required by the AGREEMENT. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri.

Certificates evidencing such insurance, including Professional Liability, shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled or altered, except that it may be canceled or altered upon twenty days prior written notice thereof to the CITY. The certificate(s) must state the CITY as an additional insured on those policies applicable.

#### **ARTICLE 8 - INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the CITY against liabilities, damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the Work of this Contract.

CONSULTANT's obligation, if any, to indemnify the CITY is limited to damages incurred by the CITY as a direct result of CONSULTANT's act(s) or omission(s) and does not extend to losses sustained in whole or in part as a result of the CITY's act(s) or omission(s).

#### **ARTICLE 9 - CANCELLATION OF AGREEMENT**

This Agreement may be terminated by the CITY at any time, with or without cause, effective following seven (7) days' written Notice thereof to the CONSULTANT.

CONSULTANT may terminate the Agreement for cause, following seven (7) days' written notice to City and the subsequent failure of the City to cure the breach within thirty (30) days.

Should the Agreement be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services performed in a manner consistent with professional standard of care by the CONSULTANT to the date of termination.

**ARTICLE 10 - OWNERSHIP OF DOCUMENTS**

All original documents, graphic material, drawings, photographs, or plans prepared by the CONSULTANT for the project shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

A record copy of all original written instruments and/or drawings created by the CONSULTANT in accordance with the contract shall be retained by the CONSULTANT. Any unauthorized alteration of the information provided by the CONSULTANT except as provided for in this contract shall deem the CONSULTANT not responsible for any said alterations and changes.

**ARTICLE 11 - DECISIONS UNDER THIS AGREEMENT**

The City Representative will determine the acceptability of the drawings, specifications, and estimates to be furnished, and will decide all questions that may arise relative to the proper performance of this contract, and his decision shall be final and conclusive.

**ARTICLE 12 - EQUAL OPPORTUNITY AND NON-DISCRIMINATION**

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the basis of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as the same has been or may be amended from time to time. In all solicitation either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin, or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not be limited to the employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The CONSULTANT agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of federal, state, and local codes, ordinances and regulations governing the regulation of Equal Employment Opportunity and Non-Discrimination.

During performance of the obligations set forth in this Agreement, each party agrees that it shall not discriminate against any employee or applicant for employment in the terms or conditions of employment including but not limited to: recruitment, selection, training, upgrading, promotion, demotion, transfer, layoff, or termination due to said person's race, religion, creed, color, sex, age, national origin, handicap, or disability.

In the event that any or all of the provision(s) of the foregoing paragraphs (a) or (b) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONSULTANT from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state, or other local laws, ordinances or regulations.

### **ARTICLE 13 - CONFLICTS OF INTEREST**

The parties agree to abide by all applicable federal, state, and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Clayton having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

Clayton shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Clayton Board of Aldermen, or is employed by Clayton in an administrative capacity (i.e., those who have selection, hiring or supervisory or operational responsibility for the work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. Clayton shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Clayton or a person employed by Clayton in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.

For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, step-parent and stepchild.

For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation

or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year there from. In the event that any or all of the foregoing provision(s) shall conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Clayton from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

#### **ARTICLE 14 - SUCCESSORS AND ASSIGNS**

The CITY and the CONSULTANT agree that this contract and all contracts entered into under the provisions of this contract shall be binding upon the parties hereto and their successors and assigns.

#### **ARTICLE 15 - CHANGES**

No changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions without prior written agreement of the parties and the execution of a suitable Amendment to this Agreement. Neither the CITY staff nor the CONSULTANT may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written contract Amendment.

This AGREEMENT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

#### **ARTICLE 16 - CITY REPRESENTATIVE**

For purposes of this Agreement, the City Representative will be the Director of Public Works/City Engineer of the CITY. The City Manager, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

#### **ARTICLE 17 - NOTICE**

Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth as follows:

CONSULTANT: CDG Engineers, Inc.  
One Campbell Plaza  
St. Louis, MO 63139

Attn: Jerry L. Ellington, PE, President

CITY: City of Clayton  
10 N. Bemiston Ave.  
Clayton, MO 63105

Attn: David Gipson, City Manager

**ARTICLE 18 - CHOICE OF LAW; VENUE**

This Agreement, and all work and other activities governed hereby, shall be governed by the laws of the State of Missouri. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court.

**ARTICLE 19 - CONFLICTS**

In the event of any conflict or discrepancy between the terms of this Agreement and those set forth in other documents, it is expressly understood and agreed that the terms and provisions of this Agreement and all subsequent Amendments shall govern.

**ARTICLE 20 - SEVERABILITY**

If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid, or unenforceable provision.

**ARTICLE 21 – CONSTRUCTION MEANS AND METHODS**

CONSULTANT shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on any property within the City of Clayton by the CITY, developer and or contractor hired to perform services related to this contract.



**ARTICLE 22 – EMPLOYEE VERIFICATION**

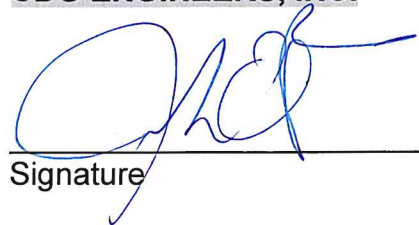
CONTRACTOR will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

IN WITNESS WHEREOF, the duly authorized parties hereto have set their hands and seals as of the day and year first above written.

**CITY OF CLAYTON**

**CDG ENGINEERS, INC.**

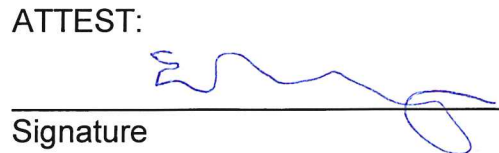
  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Signature

David Gipson, City Manager  
Print Name, Title

Jerry L. Ellington, President  
Print Name, Title

ATTEST:  
  
\_\_\_\_\_  
Signature

ATTEST:  
  
\_\_\_\_\_  
Signature

June Frazier, City Clerk  
Print Name, Title

Elizabeth K. Young, Notary Public  
Print Name, Title

(SEAL)

(NOTARY SEAL)



**Attachment 1****FEE SCHEDULE\***  
**(Through 9/30/2024)**

Classification	Rate per Hour
Principal	\$ 233.00
Sr. Engineer/Planner II	\$ 221.50
Sr. Engineer/Planner I	\$ 203.50
Engineer III	\$ 178.50
Engineer II	\$ 164.00
Engineer I	\$ 144.50
Sr. Engineering Technician II	\$ 193.00
Sr. Engineering Technician I	\$ 172.50
CADD Technician II	\$ 129.50
CADD Technician I	\$ 111.50
Engineering Tech II	\$ 128.00
Engineering Tech I	\$ 112.50
Field Technician	\$ 111.50
Clerical	\$ 120.50

**Other Direct Costs (ODC)**

Mileage	\$ 0.655/Mile
Xerox Copies	Actual Cost (out of house)
Plan Sheets	Actual Cost (out of house)
Long Distance Phone	Actual Cost
Overnight Mail/Express	Actual Cost
Miscellaneous	Actual Cost

\*Fee schedule containing above items and date may be attached and labeled "Attachment 1" in place of this sheet.



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** JUNE 25, 2024  
**SUBJECT:** ORDINANCE - A CONTRACT WITH SAINT LOUIS COUNTY, MISSOURI  
FOR VECTOR CONTROL SERVICES

---

The City's contract with Saint Louis County for vector control (aka mosquito and rodent control) expired on March 5<sup>th</sup>, 2024. The City was notified by St. Louis County that our existing contract expired and were invited to renew the contract.

The St. Louis County Department of Public Health Vector Control Program provides: adult mosquito surveillance, laboratory testing of field-collected adult mosquitoes for the presence of arboviral disease, larvicidal treatment of mosquito breeding sites, Ultra-Low Volume and barrier applications for control of adult mosquitoes and rodent abatement in public areas.

The 2024 contract renewal fees are as follows:

- Surveillance/Testing: No Charge
- Larviciding: \$72 per hour (11% increase)
- Adulticiding (ULV spray): \$102 per hour (11% increase)
- Rodent Abatement: \$48 per hour (14% increase)

Fees have not increased since the 2019 contract with the County. The average annual costs of vector control services over the last three years have been \$2,621.

The General Fund has \$3,564 budgeted for vector control in FY 2024. The new rates have been included in FY 2025 budget planning.

The contract is for five years. Either party may terminate the contract upon thirty days' written notice. The County contract is attached as Exhibit A. The letter received from the County is attached as Exhibit B.

**STAFF RECOMMENDATION:** To approve the ordinance authorizing the City Manager to execute the contract with St. Louis County for vector control services

BILL NO. 7029

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

AN ORDINANCE APPROVING A CONTRACT WITH ST. LOUIS COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES

---

WHEREAS, the City of Clayton desires to have vector control; and

WHEREAS, the City's current contract with St. Louis County, Missouri for vector control expired on March 5, 2024; and

WHEREAS, St. Louis County, Missouri has invited the City of Clayton to renew the contract for vector control.

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 an agreement with St. Louis County, Missouri for vector control services 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 changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed this 25<sup>th</sup> day of June 2024.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**LOCAL GOVERNMENT CONTRACT WITH ST. LOUIS  
COUNTY, MISSOURI FOR VECTOR CONTROL SERVICES**

This contract is made by and between the \_\_\_\_\_ a Municipal Corporation, (hereinafter referred to as "Municipality") and St. Louis County, Missouri, (hereinafter referred to as "County").

Witnesseth:

Whereas, Municipality has enacted Ordinance No. /Resolution No. \_\_\_\_\_ authorizing said Municipality to enter into this contract with County for vector abatement services to be performed within said Municipality through County's Department of Public Health; and

Whereas, County is authorized by Article II, Section 2.180 (20) of County's Charter to cooperate and contract with other political subdivisions for common services; and

Whereas, Section 604.020 SLCRO 1974, as amended, authorizes the County Executive to contract on behalf of the Department of Public Health with political subdivisions to provide public health services; and

Whereas, in conformity with Section 604.040 SLCRO 1974, as amended, the St. Louis County Council has adopted Resolution No. 7083, 2023, that sets forth the terms and conditions upon which vector abatement services are to be provided to Municipality.

Now therefore, in consideration of the mutual promises and undertakings herein set forth, County and Municipality agree as follows:

1. County shall provide vector abatement services as indicated:
  - a. Mosquito Abatement Services:
    - i. Including Adulticiding, per County guidelines, to include all necessary materials, equipment, and personnel.
    - ii. Surveillance, trapping and testing adult mosquitoes for the presence of arboviral diseases, at no additional cost to the municipality.
    - iii. Including Larviciding, per County guidelines, to include all necessary materials, equipment, and personnel.
  - b. Rodent Abatement services:
    - i. Including rodent inspections and abatement, per County guidelines, to include all necessary materials, equipment, and personnel.
2. Municipality shall:

- a. Pay County for vector abatement services including adulticiding at the hourly rate of one hundred two dollars (\$102.00), for other mosquito abatement services including larviciding at the hourly rate of seventy-two dollars (\$72.00), and for rodent abatement services at the hourly rate of forty - eight dollars (\$48.00).
  - b. Make all payments by check payable to the order of “St. Louis County Department of Public Health”. Billing for the previous year’s services will occur annually in January. Payments for the previous years’ service, under above paragraph “a” of this section, must be received by County before the 31<sup>st</sup> day of March, after the year after which services are provided. Remit payment to St. Louis County Department of Public Health, 6121 N. Hanley Road, Berkeley, MO 63134.
3. The costs per hour for services may be revised annually by County. County shall provide written notice to Municipality of the change in cost no later than May 1 of any year in which the services will be rendered.
4. The initial contract term shall be five (5) years. Either party may terminate this contract upon thirty days written notice.

SAMPLE

St. Louis County, Missouri

Municipality Name:

By: \_\_\_\_\_  
County Executive

\_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:  
  
\_\_\_\_\_  
Administrative Director

I, \_\_\_\_\_, affirm that I  
am the \_\_\_\_\_ of the  
\_\_\_\_\_, and that I  
signed this Agreement on behalf of said  
municipality, as authorized by \_\_\_\_\_  
\_\_\_\_\_, and that I  
acknowledged this Agreement to be the  
free act and deed of the said  
municipality.

APPROVED:  
  
\_\_\_\_\_  
Director, Department of Public Health

Approved As To Legal Form:  
  
\_\_\_\_\_  
County Counselor

APPROVED:  
  
\_\_\_\_\_  
Accounting Officer

Legal Review: \_\_\_\_\_

Fiscal Review: \_\_\_\_\_

CE Review: \_\_\_\_\_



**SAINT LOUIS COUNTY**  
Public Health

To whom it may concern,

I wanted to reach out to you today to inform you that, according to our records, your contract with Saint Louis County Department of Public Health regarding vector prevention and abatement services for your municipality has or will be expiring soon. Should you wish to renew your service, I have included a new contract for your review and signature. Conversely, if you do not have a contract for services and are interested in contracting with Saint Louis County Department of Public Health to provide vector prevention and abatement services for your municipality, we have provided more information regarding these services for your review and consideration. The Saint Louis County Department of Public Health Vector-Borne Disease Prevention Program provides full-scale vector prevention and abatement services for the majority of Saint Louis County which includes all contracted municipalities and all unincorporated areas. Services provided include the following: adult mosquito surveillance, laboratory testing of field-collected adult mosquitoes for the presence of arboviral disease, larvicidal treatment of mosquito breeding sites, Ultra-Low Volume (ULV) and barrier applications for the control of adult mosquitoes, and comprehensive rodent abatement in public areas.

Vector prevention and abatement services are particularly important in protecting the public from vector-borne diseases. Mosquitoes are competent vectors for many arboviruses such as West Nile, Saint Louis Encephalitis, Zika, Dengue, and Chikungunya while rodents are competent vectors for Salmonella, Leptospirosis, and Tularemia. Rodents are also capable of indirectly spreading tick-borne diseases such as Ehrlichiosis, Rocky Mountain Spotted Fever, Heartland Virus, and Bourbon Virus by carrying infected ticks. Furthermore, rodents can cause extensive damage by contaminating properties with their urine and feces, gnawing on structures and wiring, and extensive burrowing can undermine concrete slabs and foundations and increase erosion to stream banks.

Saint Louis County Department of Public Health strives to provide the best service possible to protect the health of our residents and visitors from the threat of vector-borne disease. All operations are conducted in accordance with Integrated Pest Management (IPM) principles which are overseen by Vector Control Specialists who are licensed and certified by the Missouri Department of Agriculture in Public Health Pest Control. IPM principles are prevention and abatement measures that are surveillance-driven, meaning that surveillance dictates when abatement measures are warranted and what abatement methods are selected and applied in a manner that reduces pesticide resistance and



minimizes risks to human health, non-target species, beneficial organisms, and the environment.

Vector Prevention Services provided will include all of the following services:

### 1. Surveillance

The Saint Louis County Vector-borne Disease Prevention Program conducts surveillance for roughly 523 square miles of Saint Louis County, monitoring 234 preselected trap sites throughout the County. Mosquito traps are set five nights a week, Sunday – Thursday, and picked up the following morning. Adult mosquitoes collected from these trap sites are identified for medically significant species, sorted and laboratory tested for arboviruses. Surveillance data determines if and when adult mosquito abatement is necessary. Adult mosquito abatement will occur only when trap and test data show that high numbers of mosquitoes with the capability of spreading disease are present and/or those mosquitoes have tested positive for disease. There is no additional charge for this service.

### 2. Larviciding

Currently there are over 6000 known breeding sites within Saint Louis County that are regularly monitored throughout the mosquito season. Types of sites monitored include ditches, ponds, lakes, creeks, canals, swamps, marshes, sewers, storm water detention basins, and any other areas on public property where standing water is present, and the potential exists for mosquito breeding to occur. Sites in which mosquito breeding is identified or where conditions show a high potential for mosquito breeding are treated with an appropriate EPA-registered mosquito larvicide in accordance with the product label. Whenever possible, environmentally friendly mosquito abatement products and application methods are used to minimize potential impacts to beneficial organisms and the environment.

### 3. Adulticiding

The Saint Louis County Vector-borne Disease Prevention Program conducts nighttime Ultra-Low Volume (ULV) mosquito adulticide applications on public roads, using truck mounted ULV machines, focusing treatments in areas where surveillance data has identified an abundance of medically significant species of mosquitoes and/or areas where those mosquitoes have tested positive for arbovirus. In addition, the Vector-borne Disease Prevention Program may apply adult mosquito barrier applications in public areas, such as parks, ball fields, or outdoor event areas, where conditions and criteria warrant the application of a barrier treatment. Barrier treatments are conducted upon reasonable

advance request only and are applied at the discretion of the Saint Louis County Vector-borne Disease Prevention Program.

#### 4. Rodent Abatement

Rodent abatement provided by the Vector-borne Disease Prevention Program is a request-driven service that provides rodent abatement for the reduction of Norway Rat populations in public areas within the contracting municipality. A Vector Control Specialist will investigate reports of rat activity on public and private property as a reactive approach to rodent control. Reported rodent activity will initiate an investigation by a Vector Control Specialist in the area of the complaint. Based on the specialist's findings, proper abatement methods are utilized in public areas according to Integrated Pest Management protocols, using only EPA registered rodenticides. Public areas where Norway Rat activity has been identified will be re-treated by prescribed methods as indicated on rodenticide labeling until rodent activity has been eradicated. If rodent activity is noted on private property, residents will receive professional recommendations on abatement and exclusion of rodents and/or the resident is advised to contact a licensed private pest control operator to treat their property. Per licensing restrictions, Saint Louis County cannot apply rodenticides on private property or provide residents with rodenticides.

Fees for the 2024 season are as follows:

Surveillance/Testing - No Charge  
Larviciding - \$72.00/Hour  
Adulticiding- \$102.00/Hour  
Rodent Abatement - \$48.00/Hour

Should you wish to renew or begin services, please:

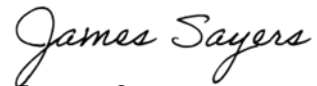
- 1) Fill out the attached contact information form
- 2) Prepare an ordinance/resolution for authority approval (template attached)
- 3) Email the above completed documents to Andrea Zeilman at [AZeilman@stlouiscountymo.gov](mailto:AZeilman@stlouiscountymo.gov)

Once proper documentation is received, the signing authority will sign the contract electronically via DocuSign (signing platform subject to change). Click the link in the email to sign the contract electronically. A fully executed copy of the contract will be sent to the contact person indicated in the information sheet.

The Vector-borne Disease Prevention Program is committed to providing the best service possible in accordance to Integrated Pest Management protocols. Your timely response is

appreciated. Should you have any questions, please feel free to contact me via email ([JSayers@stlouiscountymo.gov](mailto:JSayers@stlouiscountymo.gov)) or phone at 314-615-0654.

Sincerely,

A handwritten signature in black ink that reads "James Sayers". The signature is written in a cursive, flowing style.

James Sayers  
Environmental Manager  
Vector-Borne Disease Prevention Program  
Saint Louis County Department of Public Health



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** JUNE 25, 2024  
**RE:** RESOLUTION - INITIATING A BUILDING BENCHMARKING PROGRAM

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This is a resolution to initiate the collection of building benchmarking information for City-owned buildings and support the development of a policy for expansion of the program to privately-owned buildings the following year.

Building energy benchmarking is the practice of measuring and comparing the energy performance of buildings to industry standards or to similar buildings. By collecting data on energy use, water consumption, and other relevant metrics, benchmarking helps identify opportunities for improving efficiency and reducing operational costs. A benchmarking program allows building owners to track progress and make informed decisions about energy management and sustainability efforts. Ultimately, this practice can lead to significant cost savings, enhanced building performance, and a reduced environmental footprint.

The City of Clayton Sustainability Advisory Committee (SAC) discussed this topic at their September 2023 meeting and voted to forward this recommendation to the Board of Alderman for consideration, the resolution is as follows...

*“The Sustainability Advisory Committee (SAC) desires to raise awareness of energy performance through information and transparency throughout our community, with a goal of reducing carbon emissions, unlocking energy and cost savings opportunities and health benefits for businesses and residents. Therefore, the Committee recommends that the Board of Alderman establish an annual energy and water benchmarking and reporting requirement for certain buildings within its jurisdiction using the U.S. Environmental Protection Agency’s ENERGY STAR Portfolio Manager. The output from the tool will include:*

- *Weather Normalized Site & Source Energy Use Intensity.*
- *Direct & Indirect Greenhouse Gas Emissions*
- *Indoor & Outdoor Water Use*
- *The ENERGY STAR score; and a*
- *Data Quality score.*

*The initial buildings subject to report will include in year one all buildings owned by the City of Clayton or for which the City pays all or the majority of the annual energy bills. In year two, the policy will apply to buildings that are greater than or equal to 100,000 gross square feet in total*

*combined floor area. Although no buildings owned by other government agencies and places of worship will be included in the assessment, they will be encouraged to voluntarily participate. The report shall be due not later than April 1 of each year commencing with 2024 for City buildings and 2025 for all other buildings. City policy shall address the confidentiality of all reports and data as well as fines for violations and enforcement.” – SAC 09/19/23*

With the approval of this resolution, the City will begin benchmarking our own buildings over the next year, and staff will also develop legislation to bring back before the Board that will include the requirements and processes for privately owned buildings.

RESOLUTION NO. 2024-10

**A RESOLUTION INITIATING A BUILDING BENCHMARKING PROGRAM**

**WHEREAS**, the City of Clayton is committed to improving energy efficiency, reducing operational costs, and promoting sustainability; and

**WHEREAS**, building benchmarking is the practice of measuring and comparing the energy performance of buildings to industry standards or to similar buildings; and

**WHEREAS**, benchmarking helps identify opportunities for improving efficiency and reducing costs by collecting data on energy use, water consumption, and other relevant metrics; and

**WHEREAS**, the implementation of a benchmarking program for City-owned buildings will enable the city to track progress and make informed decisions about energy management and sustainability efforts; and

**WHEREAS**, benchmarking can lead to significant cost savings, enhanced building performance, and a reduced environmental footprint; and

**WHEREAS**, the benchmarking program for city-owned buildings will provide valuable information which can be used later to implement benchmarking efforts applicable to privately owned buildings to further promote City-wide energy efficiency and sustainability;

**NOW, THEREFORE, BE IT RESOLVED** that the City of Clayton through its Mayor and Board of Aldermen does authorize a benchmarking program which shall be applicable to City-owned Buildings. This program shall involve the regular collection and analysis of energy use, water consumption, and other relevant data to track and improve building performance. The City Manager is hereby authorized to develop such program and determine the method for measuring, collecting and storing the data the City Manager deems necessary given the purposes of such program.

The Board of Aldermen also hereby states its intent to extend the benchmarking program at some point in the future to include privately-owned buildings over 100,000 square feet in size. The Board will consider legislation to implement such a program based on the successes of the benchmarking program for city-owned buildings.

Passed by the Board of Aldermen this 25<sup>TH</sup> day of June 2024.

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Mayor

ATTEST:

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City Clerk