

**REVISED**

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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.

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

**CITY OF CLAYTON BOARD OF ALDERMEN**  
**DISCUSSION SESSION – 6:00 P.M.**  
**TUESDAY, SEPTEMBER 10, 2024**  
**CITY HALL COUNCIL CHAMBERS, 2<sup>ND</sup> FL**  
**10 N. BEMISTON AVENUE**  
**CLAYTON, MO 63105**

1. Presentation on the Clayton Livable Community Plan (2024).
2. Presentation from the Sustainability Advisory Committee on the Green Dining Alliance Program.

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.

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

**ROLL CALL**

**PUBLIC REQUESTS & PETITIONS**

**UNFINISHED BUSINESS**

1. Ordinance – Amend Section 215.765 to modify the allowable hours of usage for motor-driven outdoor maintenance equipment. (Bill No. 7038.1) – *2<sup>ND</sup> Reading*
2. Resolution – Tenant Bill of Rights. (Res. No. 2024-13)

## **PUBLIC HEARING**

1. Ordinance - Property Tax Levies - Tax Year 2024 (FY 2025)–*1<sup>st</sup> Reading* (Bill No. 7040)
  - \*\*\* General Municipal Purposes \*\*\*
  - \*\*\* Debt Levy General Obligation Bond Purposes\*\*\*
  - \*\*\* Police Building Debt Service\*\*\*
  - \*\*\* Special Business District \*\*\*
2. Ordinance - FY2025 Operating & Capital Improvement Budget–*1<sup>st</sup> Reading* (Bill No. 7041)

## **CONSENT AGENDA**

1. Minutes – August 27, 2024
2. Motion - Authorizing a contract for professional design services for the Fire Training Center.

## **CITY MANAGER REPORT**

1. FY2024 Financial report.
2. Ordinance – FY2024 3rd Quarter Budget amendment. (Bill No. 7042)
3. Ordinance – Tenant Bill of Rights. (Bill No. 7043)
4. Resolution – FY2025 Clayton Recreation, Sports and Wellness Commission (CRSWC) Budget. (Res. No. 2024-15)

## **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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City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
**DATE:** SEPTEMBER 10, 2024  
**SUBJECT:** ORDINANCE - AMENDING SECTION 215.765 TO MODIFY THE ALLOWABLE HOURS OF USAGE FOR MOTOR-DRIVEN OUTDOOR MAINTENANCE EQUIPMENT

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The Board of Aldermen discussed leaf blowers and gas-powered lawn equipment on April 19, 2024, and July 19, 2024. The Board of Aldermen expressed a desire to further restrict the permitted hours for contracted lawn maintenance using gas-powered equipment. The attached ordinance would reduce the permitted hours for the operation of motor-driven outdoor equipment on weekdays for contractors from 7:00 AM to 8:00 PM as currently allowed, to 7:00 AM to 6:00 PM. Residents maintaining their own property would still be permitted to use such equipment until 8:00 PM.

This ordinance was first read on August 27, 2024. The effective date of the ordinance has been revised from the date of adoption to November 1, 2024.

Staff recommends approval of the attached ordinance.

BILL NO. 7038.1

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

**AN ORDINANCE AMENDING SECTION 215.765 TO MODIFY THE ALLOWABLE HOURS OF USAGE FOR MOTOR-DRIVEN OUTDOOR MAINTENANCE EQUIPMENT AND SETTING AN EFFECTIVE DATE FOR SUCH AMENDMENT**

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WHEREAS, the City of Clayton currently allows the use of motor-driven outdoor maintenance equipment by contractors on weekdays 7:00 AM to 8:00 PM, and

WHEREAS, the Board of Aldermen wishes to ensure that the noise created by motor-driven outdoor maintenance equipment does not create a nuisance and interfere with the peace and outdoor activities of residents on weekend and holidays by limiting the hours of usage;

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

**SECTION 1.** Subsection (A)(9) of Section 215.765 of Article XVI of Chapter 215 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Subsection (A)(9) is hereby enacted in lieu thereof to read as follows:

**Chapter 215. Offenses**

**Article XVI. Noises**

**Section 215.765. Enumeration of Prohibited Noises**

[A. The following acts, among others, are declared to be loud, unusual, disturbing and unnecessary noises in violation of this Code, but said enumeration shall not be deemed to be exclusive:]

[**NOTE:** Subsections 1 through 8 are not altered, amended or affected in any way by this amendment and remain in full force and effect. For that reason these Subsections are not set forth here in full.]

9. The use of motor-driven outdoor maintenance equipment including lawnmowers, trimmers, chain saws, leaf blowers and like devices prior to 7:00 A.M. and after 6:00 P.M. weekdays and prior to 9:00 A.M. and after 5:00 P.M. Saturdays, Sundays and holidays; provided, however, that this provision shall not apply to: (a) the use of snowblowers immediately after a snowstorm or chain saws immediately after a storm that causes tree limbs to fall, and (b) the use of motor-driven outdoor maintenance equipment by an owner or occupant of the premises where used between the hours of 7:00 A.M. and 9:00 A.M. on Saturdays and between the hours of 5:00 P.M. and 8:00 P.M. on any day.

**SECTION 2.** It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and

every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

**Section 3.** This Ordinance shall be in full force and effect ~~both from and~~ after its passage by the Board of Aldermen and on and after November 1, 2024.

**Passed by the Board of Aldermen this 10<sup>th</sup> day of September 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  
**DATE:** SEPTEMBER 10, 2024  
**RE:** RESOLUTION – ESTABLISHING A TENANT BILL OF RIGHTS

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The Board of Aldermen has discussed the establishment of a Tenant Bill of Rights on three prior occasions. The attached Resolution contains all changes and revisions requested by the Board of Aldermen during those discussions.

The attached tenant Bill of Rights does not create any new regulations but is rather a compilation of existing provisions related to fair housing and housing standards contained within Federal, State and Local laws.

The Resolution has been modified as directed to include whereas statements relative to the compilation of regulations and lack of authority granted by the Resolution.

**STAFF RECOMMENDATION:** To approve the attached resolution establishing a Tenant Bill of Rights for the City of Clayton.

**RESOLUTION NO. 2024-13**

**A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI ESTABLISHING A TENANTS BILL OF RIGHTS IN THE CITY OF CLAYTON, MISSOURI.**

WHEREAS, tenants in Clayton, as in many other communities, may face discrimination in the rental market on the basis of race, color, national origin, religion, sex, familial status, disability, gender identity, sexual orientation, source of income, and much more, and these factors limit tenants' ability to access and keep safe and affordable housing; and

WHEREAS, mold, lack of heat, inadequate ventilation, infestations, and lead are just some threats to tenants' health in substandard housing, often exacerbating chronic illnesses such as asthma and lung disease; and

WHEREAS, the Board of Aldermen believes that every person should have safe, accessible, affordable homes and is committed to tenant and housing provider rights now and in the future; and

WHEREAS, the City wants to take steps to compile, to some extent, and disseminate information reflecting many of the more impactful rights and protections to which residential tenants are entitled by existing federal, state and local laws by incorporating that information in this Resolution; and

WHEREAS, this Resolution, and the information compiled hereinafter, do not, and are not intended to, establish any independent rights, obligations, remedies or standards of care or conduct on the part of tenants or landlords and do not and shall not serve as a basis upon which any tenant or landlord may seek any relief separate from the underlying laws cited herein;

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

The Board of Aldermen hereby establishes the Tenants Bill of Rights to read as follows:

**I. RIGHT TO SAFE HOUSING**

1. All residential rental property units must meet minimum health and safety standards as set out in the International Property Maintenance Code, including but not limited to ventilation, sanitation facilities, heating facilities, fire safety, and other code-required equipment.

(Municipal Code Section 500.040; International Property Maintenance Code (2015 ed.) Section 101.2)

2. All residential rental property units must also maintain working amenities, including but not limited to water heating facilities, heating facilities, water and sewer lines, plumbing and electrical fixtures, lighted common halls and stairways, and, if provided, cooking equipment.

(Municipal Code Section 500.040; International Property Maintenance Code (2015 ed.) Section 101.3)

3. No land shall be occupied or used and no commercial building or other building (except

as per the provisions of the City of Clayton Property Maintenance Code) shall be occupied or used in whole or in part, for any purpose whatsoever, until the Director of Planning and Development Services or his/her designee has issued an occupancy permit. The use, occupancy or tenancy of a building or part thereof shall not be changed without an occupancy permit being issued by the Director of Planning and Development Services or his/her designee. (Municipal Code Section 405.490)

## II. FREEDOM FROM DISCRIMINATION AND RETALIATION

1. Federal law prohibits discrimination in rental of housing because of race, color, national origin, religion, sex, familial status, or disability.

(Federal Fair Housing Act)

2. No person can refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, to deny or otherwise make unavailable a dwelling to any person because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability or familial status.

(Municipal Code Section 225.030 (A)(1))

3. No person can discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status.

(Municipal Code Section 225.030 (A)(2))

4. No person can make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status, or an intention to make any such preference, limitation or discrimination.

(Municipal Code Section 225.030 (A)(3))

5. No person can represent to any person because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(Municipal Code Section 225.030 (A)(4))

6. No person can induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status.

(Municipal Code Section 225.030 (A)(5))

7. No person can discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of:



- a. That buyer or renter;
- b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
- c. Any person associated with that buyer or renter.

(Municipal Code Section 225.030 (A)(6))

- 8. No person can discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:

- a. That person;
- b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
- c. Any person associated with that person.

(Municipal Code Section 225.030 (A)(1))

- 9. Discrimination also includes the following:

- a. A refusal to permit, at the expense of the person with the disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.

- b. A refusal to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.

- c. In connection with the design and construction of covered multi-family dwellings for first (1st) occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:

- i. The public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability.

- ii. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability in wheelchairs.

- iii. All premises within such dwellings contain the following features of adaptive design:

- (1) An accessible route into and through the dwelling;

- (2) Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;

(3) Reinforcements in bathroom walls to allow later installation of grab bars; and

(4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.

d. As used above, the term "covered multi-family dwelling" means:

i. Buildings consisting of four (4) or more units if such buildings have one (1) or more elevators; and

ii. Ground floor units in other buildings consisting of four (4) or more units.

(Municipal Code Section 225.030 (B) & (C))

10. It shall be an unlawful discriminatory practice:

a. To aid, abet, incite, compel or coerce the commission of acts prohibited in the Municipal Code or to attempt to do so;

b. To retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by the Municipal Code or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this Municipal Code;

c. For the City to discriminate on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, ancestry, age, as it relates to employment, disability, lawful source of income or familial status as it relates to housing; or

d. To discriminate in any manner against any other person because of such person's association with any person protected by the Municipal Code.

(Municipal Code Section 225.070)

### III. RIGHT TO FAIR COMPENSATION AND RESTORATIVE JUSTICE

1. No person can enter another person's residence by force, with weapons, through threats, by taking away property, or by breaking open doors or windows, regardless of if anyone is inside or not. A landlord cannot evict or remove someone from the premises by force or threat. Those found guilty of doing so must pay double the sum of the damages to the person whose home they entered.

(Sections 534.020 & 534.330, RSMo.)

2. If a landlord wrongfully withholds all or any portion of a security deposit, the tenant may recover twice the amount wrongfully withheld.

(Section 535.300, RSMo.)

3. If there is a condition in a property that detrimentally affects its habitability, sanitation, or security, violates a municipal housing or building code, and was not caused by the tenant, the tenant may be able to deduct repair costs from their rent. If the tenant has lived in the rental property for six consecutive months, paid all rent and charges without any lease or house rule violations, and the landlord fails to correct or provide a written

statement disputing the necessity of the repair within fourteen days, the tenant may submit an itemized statement

with receipts to the landlord and repair the condition. The cost of this repair can be deducted from no more than a month's rent, but up to either three hundred dollars or half the rent, whichever is more.

(Section 441.234 RSMo.)

IV. ACCESS TO INFORMATION

1. The Tenant Bill of Rights or notice thereof must be posted on the premises of each rental property containing three (3) or more units in the City of Clayton.
2. Property owners or their designated property managers must provide a copy of the Tenant Bill of Rights to each leaseholder.

Passed by the Board of Aldermen this 10<sup>th</sup> day of September 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  
KAREN DILBER, DIRECTOR OF FINANCE  
**DATE:** SEPTEMBER 10, 2024  
**SUBJECT:** PUBLIC HEARING & AN ORDINANCE - SETTING THE TAX YEAR 2024  
PROPERTY TAX LEVIES FOR FISCAL YEAR 2025 BUDGET – 1<sup>ST</sup>  
*READING*

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Each year the City must approve property tax levies which are then submitted to St. Louis County for billing. Calendar year 2024 is not a reassessment year; therefore, there is little change in previously assessed properties. The City experienced moderate new construction growth, increasing residential assessed values by over \$2.8 million and commercial assessed values by over \$9.1 million<sup>1</sup>. Subject to the maximum voter-approved rate of tax levy, the City is allowed to receive additional revenue up to the lower of 5% or the Consumer Price Index (CPI) which was 3.4% for this year, and for the value of the new construction. Per the Fiscal Year 2025 proposed budget plan, we are submitting the maximum allowable rates for your review.

As part of the property tax levy process, the Board will hold a public hearing to seek public input on the proposed tax rates on September 10, 2024. Below, please find the proposed calendar year 2024 property tax levy recommendations for Budget Year 2025.

The property tax levy process is somewhat complex in that as assessments increase the City is not allowed to gain any more revenue. Therefore, the maximum tax rates we are allowed to levy actually go down, or “roll back,” to generate no more revenue than the past year. The only ability to gain revenue is through growth in the CPI and new construction as mentioned above, and sometimes a small amount through recoupment of taxes explained below.

We are sometimes able to add small amounts of additional tax revenue through a recoupment process due to the revenue the City lost through successful property assessment protests over the past few years, but which were resolved prior to the setting of current rates. In each year, the City is allowed to “recoup” the lost revenue which was due to assessed valuation reduction through protests adjudicated by the Missouri State Tax Commission after the City’s higher (pre-protest) assessed value had been used to calculate the permissible tax rate in prior years. The City is allowed to perform rate calculations in an effort to increase our levies to generate the revenue lost from having used a now incorrect total assessed value. This recoupment process is the only method for the City to attempt to receive the revenue it should have received had prior rates been calculated on the basis of the correct total assessed value.

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<sup>1</sup> New construction amounts above are preliminary amounts and are subject to change.

This availability of recoupment fluctuates from year to year and this year does impact property tax calculations. Thus, the City’s maximum levies this year are projected to generate the amount of revenue from the previous year, plus CPI (capped at 5%) and revenue related to the new construction, plus a small amount available for recoupment.

The calculation of assessment changes, growth, cost of living adjustments, etc. results in an annually re-calculated tax rate ceiling for various rate categories. This ceiling can only be at or below the voter-approved maximum authorized levy for each rate. Compared to the 2023 ceiling adjusted for prior year recoupment, the 2024 ceiling increased by 0.001 for both City residential and Police commercial property tax levies. The 2024 ceilings for Special Business District decreased by 0.004 for residential and increased by 0.001 for commercial. The other tax levies’ tax rate ceilings did not change.

A recent court decision, not involving the City of Clayton, caused the Police Building debt service levies to decrease slightly beginning with 2021 rates.

The levies as presented are still subject to change due to the county Board of Equalization process and the Missouri State Auditor’s certification process. Therefore, there is the potential for the rates to still change slightly. If this occurs, staff will inform you of our options at that time.

**City General Fund and Debt Service**

The assessments on which the General Fund, Police Building Debt Service and General Obligation Debt Service levies are applied increased 0.5% for residential property, 1.1% for commercial property and 0.1% for personal property. The 2024 proposed tax rates for these levies are equal to the tax ceilings plus the allowable recoupment rates. The General Fund tax levy, which may be used for any general purpose, is projected to generate approximately \$7.58 million, or approximately \$68,000 more than last year.

The City has two levies to support debt service. The first levy supports debt service of the police building. The second levy supports a general obligation bond approved by the voters in 2014 and refinanced in 2022 which was used for neighborhood street resurfacing, street lighting and alley improvements. These levies will generate approximately \$1.3 million and \$928,000, respectively.

Historical rates and the rates proposed to be levied for the 2024 calendar year (Fiscal Year 2025 budget year) are presented below. All rates are per \$100 of assessed valuation.

Property Category	2021 Tax Rate	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate First Reading	2024 Rate Compared to 2023 Rate
<b>General Revenue</b>					
Residential	\$0.497	\$0.498	\$0.490	\$0.497	\$0.007 Increase
Commercial	\$0.610	\$0.622	\$0.618	\$0.658	\$0.040 Increase
Personal	\$0.707	\$0.707	\$0.707	\$0.707	No Change
<b>General Obligation Debt Service</b>					
Residential	\$0.080	\$0.068	\$0.068	\$0.068	No Change
Commercial	\$0.080	\$0.068	\$0.068	\$0.068	No Change
Personal	\$0.080	\$0.068	\$0.068	\$0.068	No Change

Property Category	2021 Tax Rate	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate First Reading	2024 Rate Compared to 2023 Rate
<b>Police Building Debt Service</b>					
Residential	\$0.091	\$0.091	\$0.090	\$0.090	No Change
Commercial	\$0.100	\$0.102	\$0.101	\$0.108	\$0.007 Increase
Personal	\$0.120	\$0.120	\$0.120	\$0.120	No Change

The schedule below provides the total rate, including the debt levies, for residential, commercial and personal property.

Property Category	2021 Tax Rate	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate First Reading	2024 Rate Compared to 2023 Rate
Residential	\$0.668	\$0.657	\$0.648	\$0.655	\$0.007 Increase
Commercial	\$0.790	\$0.792	\$0.787	\$0.834	\$0.047 Increase
Personal	\$0.907	\$0.895	\$0.895	\$0.895	No Change

For a home valued at \$700,000, it is expected that the homeowner would pay approximately \$871 in property taxes for the City of Clayton portion only. Based on last year's rate, the same homeowner would pay \$9 more than last year to the City, assuming the assessed value remained the same.

**Special Business District**

The assessments on properties on which the Special Business District levies a tax increased 2.7% for residential and 1.3% for commercial properties due to new construction. The 2024 proposed tax rates are at the tax ceiling plus the allowable recoupment rates. The 2024 Special Business District tax levy for the Fiscal Year 2025 budget is projected to generate approximately \$602,000 which is nearly \$15,000 more than last year. Historical rates and the rates proposed to be levied for the 2024 calendar year (Fiscal Year 2025 budget year) are shown below and are per \$100 of assessed valuation:

Property Category	2021 Tax Rate	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate First Reading	2024 Rate Compared to 2023 Rate
Residential	\$0.079	\$0.082	\$0.082	\$0.081	\$0.001 Decrease
Commercial	\$0.116	\$0.117	\$0.116	\$0.123	\$0.007 Increase

A commercial property located in the Special Business District assessed at \$2 million would pay approximately \$787 in property taxes for the Special Business District portion only. Based on last year's rate, the same commercial property would pay \$45 more than last year, assuming the assessed value of the property remained the same.

The following table lists the total tax rates from the City and the Special Business District for properties in the Special Business District only.

Property Category	2021 Tax Rate	2022 Tax Rate	2023 Tax Rate	2024 Tax Rate First Reading	2024 Rate Compared to 2023 Rate
Residential	\$0.747	\$0.739	\$0.730	\$0.736	\$0.006 Increase
Commercial	\$0.906	\$0.909	\$0.903	\$0.957	\$0.054 Increase

**Recommended Action:** To conduct a public hearing and have a first reading of an ordinance setting the annual property tax rates for calendar year 2024 (Fiscal Year 2025) at the rates referenced in this memorandum.

## City of Clayton Public Hearing Notice

The Board of Aldermen of the City of Clayton will hold a public hearing at 7:00 p.m. on September 10, 2024, at City Hall, 10 N. Bemiston Avenue, Clayton, Missouri, on proposed property tax rates. The public hearing will also be available via Zoom, and the link and instructions to access the meeting virtually will be available on September 6, 2024 on the City's website ([www.claytonmo.gov](http://www.claytonmo.gov)) with the meeting agenda. The tax rates shall be set to produce substantially the revenue required to be provided from property tax as set forth in the annual adopted budget. This levy is subject to change pending action of the Board of Aldermen, the Board of Equalization and/or the tax rate certification by the Missouri State Auditor.

<b><u>Assessed Valuation</u></b>	<b><u>Current Tax Year<sup>2</sup></u></b>	<b><u>Prior Tax Year</u></b>
<b><u>City of Clayton</u></b>		
Residential	\$747,456,910	\$743,688,930
Commercial	\$507,535,471	\$501,997,869
Personal Property	\$108,896,927	\$108,801,413
<b><u>General Obligation Debt Service</u></b>		
Residential	\$747,456,910	\$743,688,930
Commercial	\$507,535,471	\$501,997,869
Personal Property	\$108,896,927	\$108,801,413
<b><u>Police Building Debt Service</u></b>		
Residential	\$747,456,910	\$743,688,930
Commercial	\$507,535,471	\$501,997,869
Personal Property	\$108,896,927	\$108,801,413
<b><u>Clayton Special Business District</u></b>		
Residential	\$92,623,350	\$90,178,990
Commercial	\$448,686,610	\$442,868,760

	<b><u>Proposed Tax Rates</u></b>			<b><u>Proposed Revenue 2024-2025</u></b>
	<b><u>Residential</u></b>	<b><u>Commercial</u></b>	<b><u>Personal</u></b>	
City – General Revenue	\$0.497	\$0.658	\$0.707	\$ 7,580,000
City – Police Bldg. Debt Service	\$0.090	\$0.108	\$0.120	\$1,320,000
General Obligation Debt Service	\$0.068	\$0.068	\$0.068	\$928,000
Clayton Special Business District	\$0.081	\$0.123	\$0.000	\$599,000

*If you are a person with a disability or have special needs in order to participate in this public hearing, please contact June Frazier at (314) 290-8469 prior to the hearing.*

**BY ORDER OF THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI**  
 June Frazier, City Clerk  
 August 13, 2024

<sup>2</sup> The following rates shown in this Public Hearing Notice have been updated to reflect allowed recoupment rates as approved by the State Auditor's Office: City-General Revenue, Residential: changed from \$0.492 to \$0.497; City-General Revenue, Commercial: changed from \$0.618 to \$0.658; City-Police Bldg, Commercial: changed from \$0.102 to \$0.108; and Clayton Special Business District, Commercial: changed from \$0.117 to \$0.123.



**BILL NO. 7040**

**ORDINANCE NO.**

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**AN ORDINANCE LEVYING AND ESTABLISHING THE RATE OF ANNUAL TAXES FOR GENERAL MUNICIPAL PURPOSES; POLICE BUILDING DEBT SERVICE; GENERAL OBLIGATION DEBT SERVICE; AND SPECIAL BUSINESS DISTRICT PURPOSES TO BE COLLECTED BY THE CITY OF CLAYTON, MISSOURI, FOR THE YEAR 2024.**

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**WHEREAS**, on September 10, 2024, in accord with the provisions of Sections 67.110 and 137.073.5(3) and (4), RSMo 2016, after due notice as required by law and prior to adoption of any tax rate, the Board of Aldermen conducted a public hearing regarding the rates hereinafter adopted at which all citizens were afforded an opportunity to be heard, and

**WHEREAS**, in accord with the provisions of Section 137.073.5(4), RSMo. 2016, the Board of Aldermen states through this Ordinance that is adopted in a public meeting held as provided by law, and following a duly noticed public hearing held as aforesaid, that the tax rates hereinafter provided are necessary to maintain the public services upon which the residents of Clayton rely.

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

Section 1. There is hereby levied for the year 2024 upon all real and personal property, subject to taxation, in the City of Clayton, Missouri, the following ad valorem taxes for the following purposes, to wit:

A. For general revenue purposes a tax levy of \$0.497 on residential property, a tax levy of \$0.658 on commercial property and a tax levy of \$0.707 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

B. For police building debt service purposes a tax levy of \$0.090 on residential property, a tax levy of \$0.108 on commercial property and a tax levy of \$0.120 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

C. For general obligation debt service purposes a tax levy of \$0.068 on residential property, a tax levy of \$0.068 on commercial property and a tax levy of \$0.068 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

Section 2. There is hereby levied for the year 2024 upon all real property, subject to taxation, in the Special Business District in the City of Clayton, Missouri, which are all commercially zoned properties designated C-1, C-2, C-3 and C-4, on the zoning map of the City of Clayton, as of August 11, 1981, lying north of the Forest Park Expressway in the City of Clayton, Missouri, the following ad valorem taxes, for Special Business District purposes a tax levy of \$0.081 on residential property and a tax levy of \$0.123 on commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

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

Passed this \_\_\_\_\_ day of September 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  
KAREN DILBER, DIRECTOR OF FINANCE  
**DATE:** SEPTEMBER 10, 2024  
**SUBJECT:** PUBLIC HEARING & ORDINANCE - FISCAL YEAR 2025 OPERATING  
AND CAPITAL IMPROVEMENTS BUDGET—*1<sup>ST</sup> READING*

---

In August, the Board of Aldermen received the City Manager's proposed Fiscal Year 2025 Operating and Capital Improvements Budgets. As part of the budget process, the Board is required to hold a public hearing to seek public input prior to formal budget adoption. The public hearing will occur at the Board of Aldermen meeting on September 10, 2024.

The Board reviewed the proposed budget during a public meeting on August 23, 2024.

The Board of Aldermen has studied this proposed budget and the public has had opportunity for reviewing the budget document. The attached ordinance approving the Fiscal Year 2025 Operating and Capital Improvements Budget is presented for first reading. A summary of the budget is attached, that includes a reconciliation of changes since the proposed budget.

**Recommended Actions:** To conduct a public hearing and have the first reading of the Fiscal Year 2025 Operating and Capital Improvements Budget as presented in the proposed budget.

BILL NO. 7041

ORDINANCE NO.

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**AN ORDINANCE ADOPTING AN ANNUAL BUDGET  
FOR FISCAL YEAR 2025 COMMENCING ON OCTOBER 1, 2024  
AND APPROPRIATING FUNDS PURSUANT THERETO**

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**WHEREAS**, the City Manager has presented to the Board of Aldermen an annual budget for the Fiscal Year 2025 commencing on October 1, 2024; and

**WHEREAS**, a public hearing on the budget was conducted on September 10, 2024, pursuant to notice as provided by law, at which hearing interested persons were given an opportunity to be heard;

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

Section 1. The annual budget for the City of Clayton, Missouri, for the Fiscal Year 2025 commencing on October 1, 2024, a copy of which is attached hereto and made a part hereof as fully set forth herein, having been submitted by the City Manager, is hereby adopted.

Section 2. Funds are hereby appropriated for the objects and purposes of expenditures set forth in said budget. The expenditures 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 \_\_\_\_\_ day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**CITY OF CLAYTON**  
**Reconciliation of Proposed to Final FY 2025 Budget**

<b>Fund</b>	<b>FY 2024</b>	<b>FY 2025</b>
<b><u>General Fund</u></b>		
Beginning Fund Balance	23,404,114	24,829,883
Revenues & Other Financing Sources (No Change)	30,822,488	31,534,327
Initial Expenditures & Other Financing Uses	29,396,719	31,305,645
<b>Change</b>	<b>-</b>	<b>103,403</b>
Revised Expenditures & Other Finance Uses	29,396,719	31,409,048
Ending Fund Balance	24,829,883	24,955,162
<b><u>Sewer Lateral Fund - No Change</u></b>		
Beginning Fund Balance	129,379	175,345
Revenues & Other Financing Sources (No Change)	100,966	100,344
Expenditures & Other Financing Uses (No Change)	55,000	80,000
Ending Fund Balance	175,345	195,689
<b><u>Special Business District Fund - No Change</u></b>		
Beginning Fund Balance	81,334	60,677
Revenues & Other Financing Sources (No Change)	568,509	568,752
Expenditures & Other Financing Uses (No Change)	589,166	562,888
Ending Fund Balance	60,677	66,541
<b><u>Equipment Replacement Fund</u></b>		
Beginning Fund Balance	9,416,616	9,611,782
Revenues & Other Financing Sources (No Change)	2,727,696	2,454,748
Expenditures & Other Financing Uses (No Change)	2,532,530	4,550,054
Ending Fund Balance	9,611,782	7,516,476
<b><u>Capital Improvement Fund</u></b>		
Beginning Fund Balance	6,418,966	3,327,981
Revenues & Other Financing Sources (No Change)	6,463,891	7,210,669
Expenditures & Other Financing Uses (No Change)	9,554,876	8,287,654
Ending Fund Balance	3,327,981	2,250,996
<b><u>Bond Construction Funds</u></b>		
Beginning Fund Balance	2,366,348	(314,543)
Revenues & Other Financing Sources (No Change)	1,495,477	314,543
Expenditures & Other Financing Uses (No Change)	4,176,368	-
Ending Fund Balance	(314,543)	-
<b><u>Debt Service Funds</u></b>		
Beginning Fund Balance	2,031,737	2,290,655
Revenues & Other Financing Sources (No Change)	3,224,018	3,269,315
Expenditures & Other Financing Uses (No Change)	2,965,100	2,967,225
Ending Fund Balance	2,290,655	2,592,745
<b><u>Total of All Funds After Revisions</u></b>		
Total Beginning Fund Balances	43,848,494	39,981,780
Revenues & Other Financing Sources (No Change)	45,403,045	45,452,698
Revised Expenditures & Other Financing Uses	49,269,759	47,856,869
Total Ending Fund Balances	39,981,780	37,577,609

## City of Clayton - FY 2025 Budget Detailed Reconciliation Items

### General Fund

<b><u>REVENUE</u></b>	<b>FY24</b>	<b>FY25</b>
<i>No changes</i>	\$0	\$0
<b><u>EXPENDITURES</u></b>	<b>FY24</b>	<b>FY25</b>
<i>Increases due to additional steps granted</i>		\$21,000
<i>Increase due to new position added</i>		\$82,403
<b>Total Expenditure Changes</b>	<b>\$0</b>	<b>\$103,403</b>
<b>Net Change</b>	<b>\$0</b>	<b>(\$103,403)</b>

### Capital Improvements Fund

<b><u>REVENUE</u></b>	<b>FY24</b>	<b>FY25</b>
<i>No changes</i>	\$0	\$0
<b><u>EXPENDITURES</u></b>	<b>FY24</b>	<b>FY25</b>
<i>Correction in account number, no change to amount</i>	\$0	\$0
<b>Total Expenditure Changes</b>	<b>\$0</b>	<b>\$0</b>
<b>Net Change</b>	<b>\$0</b>	<b>\$0</b>

THE CITY OF CLAYTON

Board of Aldermen  
In-Person and Virtual Meeting  
August 27, 2024  
7:06 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, Jeff Yorg, and Mayor Michelle Harris.

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

PUBLIC REQUESTS AND PETITIONS

None

CONSENT AGENDA

1. Minutes – July 23, 2024
2. Disposal of records – Prosecuting Attorney closed records.
3. Boards and Commissions appointment.

**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.**

AN ORDINANCE FOR A CONTRACT WITH MIDWEST POOL MANAGEMENT LTD. FOR AQUATIC FACILITY MANAGEMENT SERVICES

City Manager Gipson reported the Parks and Recreation Department issued a Request for Proposals for Aquatic Facility Management Services for Shaw Park Aquatic Center and the Center of Clayton on June 18, 2024. The current contract with Midwest Pool Management (MPM) runs through September 30, 2024, and, while we have been happy with their services, it has been three years since these services were publicly bid.

Three proposals were received in response to the RFP. One was from the current service provider, Midwest Pool Management (MPM), and two others were from companies located in Georgia and Florida (USA Management and The Sports Facilities Companies). Upon extensive review of the proposals, staff is recommending that the City enter into a three-year contract with MPM as the most responsive bidder.

Toni Siering, Director of Parks and Recreation addressed the Board to answer questions.

**Alderman McAndrew introduced Bill No. 7037, approving a contract with Midwest Pool Management LTD for Aquatic Facility Management Services to be read for the first time by title only. Alderman Buse seconded.**

**City Attorney O’Keefe reads Bill No. 7037, first reading, an ordinance approving a Contract with Midwest Pool Management, LTD, for Aquatic Management Services for the City of Clayton by title only.**

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

**Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7037 on the day of its introduction. Alderman Buse seconded.**

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

**Alderman McAndrew introduced Bill No. 7037, approving a contract with Midwest Pool Management LTD for Aquatic Facility Management Services to be read for the second time by title only. Alderman Buse seconded.**

**City Attorney O’Keefe reads Bill No. 7037, second reading, an ordinance approving a Contract with Midwest Pool Management, LTD, for Aquatic Management Services for the City of Clayton by title only.**

**The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6897 of the City of Clayton.**

**AN ORDINANCE AMENDING SECTION 215.765 TO MODIFY THE ALLOWABLE HOURS OF USAGE FOR MOTOR-DRIVEN OUTDOOR MAINTENANCE EQUIPMENT**

City Manager Gipson reported that the Board of Aldermen discussed leaf blowers and gas-powered lawn equipment on April 19, 2024, and July 19, 2024. The Board of Aldermen expressed a desire to further restrict the permitted hours for contracted lawn maintenance using gas-powered equipment. The attached ordinance would reduce the permitted hours for the operation of motor-driven outdoor equipment on weekdays for contractors from 7:00 AM to 8:00 PM as currently allowed, to 7:00 AM to 6:00 PM. Residents maintaining their own property would still be permitted to use such equipment until 8:00 PM.

**Motion made by Alderman Hummell to amend Bill No. 7038, to include an effective date of November 1, 2024. Alderman Buse seconded.**

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

**Alderman McAndrew introduced Bill No. 7038, as amended, approving an amendment to Section 215.765 to modify the allowable hours of usage for motor-driven outdoor maintenance equipment to be read for the first time by title only. Alderman Buse seconded.**

**City Attorney O’Keefe reads Bill No. 7038, first reading, an Ordinance Amending Section 215.765 to Modify the Allowable Hours of Usage for Motor-Driven Outdoor Maintenance Equipment by title only.**

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



**City manager Gipson added that staff will send out notices informing the constituents that the issue is being considered. Notice will be available to neighborhood trustees and included in the *ClaytonConnection*.**

**ORDINANCE – MODIFICATION TO THE MUNICIPAL TRAFFIC CODE RELATED TO ON-STREET PARKING ON WEST BILTMORE DRIVE**

City Manager Gipson reported that staff recently conducted an audit of the City's residential parking zones. During this audit, it was determined that some ordinances did not match current needs and usage. Specifically, the section of West Biltmore Drive between 925 S. Hanley Road and 7701 Clayton Road. This section of West Biltmore Drive is currently serving the parking needs of the condominiums at 925 S. Hanley Road and the law offices at 7701 Clayton Road.

The area is currently signed as unrestricted parking. However, during the audit of residential Parking zones it was discovered that the area is included in Table III-M of Schedule III, Parking Restrictions within the Clayton Traffic Code. This table restricts parking to residents only except for Sundays between 8:00 A.M. and 1:00 P.M. In addition, the residents of 925 S. Hanley Road have not historically been issued residential parking stickers, which allows them to park in the Davis Place neighborhood. Staff has since authorized the issuance of stickers to these residents since they are adjacent to the residential zone, as defined in the Code of Ordinances.

Staff recommends amending Table III-M to exclude this section of West Biltmore Drive to continue to serve the needs of the area.

Todd Nissenholtz, Cofman Townsley, owner of 7701 Clayton Road, addressed the Board expressing his support for the proposed change.

Kim Lipsey(?), 925 S. Hanley, President, Davis Place Association, addressed the Board in support of the proposed ordinance. She requested information on the parking stickers for residents.

Gary Carter, Director of Economic Development, addressed the Board to answer questions.

**Alderman McAndrew introduces Bill No. 7039, approving a modification to the Municipal Traffic Code Related to on-street parking on West Biltmore Drive to be read for the first time by title only. Alderman Buse seconded.**

**City Attorney O'Keefe reads Bill No. 7039, first reading, an Ordinance Approving Changes to the Traffic Code to Codify Existing On-Street Parking Conditions on West Biltmore Drive by title only.**

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

**Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7039 on the day of its introduction. Alderman Buse seconded.**

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

**Alderman McAndrew introduces Bill No. 7039, approving a modification to the Municipal Traffic Code Related to on-street parking on West Biltmore Drive to be read for the second time by title only. Alderman Buse seconded.**

**City Attorney O’Keefe reads Bill No. 7039, second reading, an Ordinance Approving Changes to the Traffic Code to Codify Existing On-Street Parking Conditions on West Biltmore Drive by title only.**

**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. The bill, having received majority approval, was adopted, and became Ordinance No. 6898 of the City of Clayton.**

A RESOLUTION ESTABLISHING A TENANT BILL OF RIGHTS

City Manager Gipson reported that the Board of Aldermen discussed the establishment of a Tenant Bill of Rights on two prior occasions. The proposed resolution contains all changes and revisions requested by the Board of Aldermen during those discussions.

The Tenant Bill of Rights does not create any new regulations but is rather a compilation of existing provisions related to fair housing and housing standards contained within Federal, State and Local laws.

Barb Nauert, owner/landlord, 6607 Clayton Road, addressed the Board (virtually) regarding concerns over the issues with USPS delayed mail and the timely receipt of notifications of violations; the responsibility repair issues.

Linda Auburn, owner/landlord, 6607 Clayton Road, addressed the Board (virtually) inquiring as to who would determine what are reasonable modifications, even if it is at the expense of the person with a disability - the disabled person or the landlord. does the prospective tenant or landlord determine the contractor for the modifications and restorations

City Manager Gipson explained that the language is verbatim from Missouri State Statute and the City does not have the authority to change it. He encouraged Ms. Auburn to contact a local authority i.e. Equal Housing Opportunity Council to get information.

Anna Krane, Director of Planning, addressed the Board to answer questions.

**Motion made by Alderman Patel to table Resolution No. 2024-13, establishing a Tenant Bill of Rights. Alderman McAndrew seconded.**

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

METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD) OPERATION MAINTENANCE CONSTRUCTION IMPROVEMENT (OMCI) PROGRAM

City Manager Gipson reported that on June 23, 2024, MSD Executive Director, Brian Holscher, presented information to the Clayton Board of Aldermen regarding the passage of Prop S, the impact to existing Operation Maintenance Construction Improvement (OMCI) Districts, and a proposal brought forward by some communities to continue to fund the OMCI’s.

The existing OMCI Districts allow up to 50% of collected funds to be available as grants to communities for stormwater projects in those districts. The available funds varied per community and were based on taxes collected. Under Prop S a similar grant program will still exist, but the amounts are not based on population. This results in lower available grant funds for some communities, including Clayton. Since the OMCI tax is a rate that is adjustable annually by MSD, a proposal has come forward from other communities to set the OMCI rate at

¼ of the previous rate rather than at zero. This would allow all funds collected through the OMCI to supplement the grant available through Prop S.

The City of Clayton falls within two different districts, Deer Creek and the University City Branch of River Des Peres. See map attached. Also attached is the letter from MSD highlighting the existing OMCI grant amounts (1), Prop S grant amounts (2), and Proposed OMCI Grant amounts (3) at ¼ of the existing rate.

MSD has notified communities that it requires each municipality that supports having MSD's Board of Trustees consider implementing a continued, but reduced, OMCI tax in 2026 to provide notice to MSD by September 13. Municipalities who do not support this action can either respond as such or not respond at all. Note that the positive responses will be publicly available and presented in a public format by MSD staff to MSD's Board of Trustees as part of the consideration process.

Matt Malick, Director of Public Works, was in attendance to answer questions.

**Motion made by Alderman McAndrew to accept Option #2, MSD opposing continuation of OMCI tax. Alderman Patel seconded.**

**The motion passed on a (4) Ayes – (3) Nays vote.**

#### HONORARY STREET SIGN REQUEST – OPPORTUNITY CENTRAL AVENUE

City Manager Gipson reported that St. Louis County is implementing a new branding program and has created a tagline for the County – Opportunity Central. The County would like to install an honorary street sign on top of the standard street signs at Central Avenue and Carondelet Avenue that would read “Opportunity Central Avenue.”

The City of Clayton does not have an established process for the installation of honorary street signs. In this instance, the City could approve the sign installation with a motion and affirmative vote of the Board of Aldermen if it is deemed appropriate.

**Mel Wilson, St. Louis County Planning, addressed the Board (virtually) explaining their process for the request and to answer questions.**

**Motion made by Alderman McAndrew to table the discussion until further notice. Alderman Buse seconded.**

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

#### OTHER

Alderman McAndrew reported on the following:

- CRSWC – approved the budget
- Plan Commission – reviewed plans for new house(s)
- Attended a Women's Campaign Science Program with Alderman Patel
- Participating along with City Manager Gipson on the Clayton School District Steering Committee for the long-range facilities master plan

Alderman Buse reported on the following:

- Sustainability Advisory Committee

- provided a presentation on Ripple Glass on glass recycling
- Discussion on water bottle alternatives
- Presentation coming to the Board on the Green Dining Alliance program
- Presentation on Urban Dark Skies program – light pollution
- Meeting with St. Louis City at CityPark regarding sustainability
- *CityViews* – PD is providing steering locks to residents in the prevention of car thefts; suggests that they also research (funding) to provide child safety locks for guns

Alderman Patel reported on the following:

- Met with a Washington University student interested in pedestrian and bike access to and through Clayton – the student is trying to partner with Wash U organizations that are specifically focused on transportation access

Alderman Feder reported on the following:

- Attended with mayor Harris the ribbon cutting at PNC Bank
- Attended the Municipal League of St. Louis County’s Legislative Affairs Committee
- Clayton Community Foundation (CCF) Executive Committee – working on their future agenda

Alderman Hummell reported on the following:

- CRSWC – approval of the budget; School Board reps were in support
- CCF Executive Committee – discussed the budget and will discuss prioritization expenditures as they go forward
- Moving forward with the overlay districts to be scheduled at the Planning Commission meeting in September; followed by a proposal to the Board in October; expects an update will be available on engageclayton.com – City manager Gipson confirmed that the information will be available this week
- Worked with Alderman Feder on the Boards and Commissions discussions and put together a number of topics that they want to follow up on

Alderman Yorg reported on the following:

- Participating as a rep for Ward 2 on the Glenridge sub committee for the School District plan

Mayor Harris reported on the following:

- Talking with a group that does free musical concerts; representative, Mike Loind, who is chairman of the Interco Charitable Trust, the Interco Trust, and the Kranzberg Arts Foundation are working on a project, St. Louis Music Commission to bring street musician programs to St. Louis; the group has proposed to do three Fridays in September rotating to different locations in Clayton

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

**The motion was approved unanimously on a voice vote.**

There being no further discussion the Board adjourned at 9:09 p.m.

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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 GIBSON, CITY MANAGER  
ERNIE RHODES, FIRE CHIEF  
**DATE:** SEPTEMBER 10, 2024  
**RE:** MOTION - AUTHORIZING THE CENTRAL CORE FIRE TRAINING CENTER COMMISSION TO ENTER INTO A CONTRACT WITH ARCH IMAGES FOR PROFESSIONAL DESIGN SERVICES FOR A FIRE TRAINING CENTER

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The Central Core Fire Training Center Commission met on August 28, 2024, and unanimously approved a contract (attached) with Arch Images for professional design services for the fire training facility. The Intergovernmental Agreement which created the Commission requires ratification by motion of the governing body of each member city for any contracts in excess of \$60,000.00.

The total project budget of \$1.88 million approved by the Board of Alderman on February 27, 2024, included \$156,468 for architectural and civil engineering costs. The attached contract with Arch Images represents a cost savings of 27% for professional design services. The Commission approved funding not to exceed \$125,620.

Base Project Cost	\$76,225
Alternate 1B	\$19,850
Alternate 2B	\$18,125
Contingency 10%	\$11,420
Total Not to Exceed	\$125,620

Richmond Heights approved executing the contract on September 3, 2024. Maplewood is also requesting ratification of the contract this evening and the contract will be an agenda item in Brentwood on Monday September 16, 2024.

**STAFF RECOMMENDATION:** To adopt a motion ratifying the Central Core Fire Training Center Commission's approval of a contract with Arch Images for professional services for the design of a fire department training facility.



# AIA® Document B101® – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the Twenty-eight day of August in the year Two-thousand, twenty-four  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect’s client identified as the Owner:  
*(Name, legal status, address and other information)*

Central Core Fire Training Center Commission  
10 N. Bemiston Avenue  
Clayton, MO 63105

and the Architect:  
*(Name, legal status, address and other information)*

Archimages, Inc.  
143 W. Clinton Place  
St. Louis, MO 63122  
314-965-7445

for the following Project:  
*(Name, location and detailed description)*

Fire Training Facility Project  
4224 Carr Lane Court  
St. Louis, MO 63119

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

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## TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Total Program Budget is One-million, eight-hundred, seventy-six thousand dollars (\$ 1,876,000.00). (hereinafter TPB)

The Cost of Work is Four-hundred, eighty thousand dollars (\$ 480,000.00). (hereinafter COW).

The Total Program Budget (TPB) and Cost of Work (COW) for this Project, or designated portion thereof, may be modified in writing by the Owner only in the form of a Design Adjustment.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Refer to Request For Qualification's issued June 14, 2024 with exhibits.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

See 1.1.1 for Cost of Work.

Init.

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§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
  - August 2024 Anticipated Approval of Firm’s Contract
  - September 2024 Design Phase
  - October 2024 Design Review and Estimating
  - November/Dec 2024 Construction Documents 90% Set
  - January 2025 Permit and Constructability Review
  - February 2025 Issue for Bid
  - March 2025 Bidding and Negotiation
- .2 Construction commencement date:
  - April 2025 Construction Negotiation, Contract, and Notice to Proceed
- .3 Substantial Completion date or dates:
  - August 2025 Construction Substantial Completion
- .4 Other milestone dates:
  - September 2025 Construction Final Completion
  - August 2026 11-month Warranty Site Observation
  - September 2026 Warranty Period is Complete

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Design-bid-build, with stipulated sum contract.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

NAVIGATE Building Solutions  
8419 Manchester Road  
Brentwood MO 63144  
Lance Tucker, [lance@navigatebuildingsolutions.com](mailto:lance@navigatebuildingsolutions.com), 314-376-9039

The Owner’s Representative for the Project is NAVIGATE Building Solutions. NAVIGATE’s Project Representative is Joe Sweitzer. Architect shall direct all communication to the Owner through NAVIGATE and shall take direction

from NAVIGATE on behalf of the Owner, provided that only the Owner may agree to any Modifications to this Agreement, including adjustments to Architect's compensation for the Project.

Jason Hildebrandt, Training Chief with Central Core Fire Training Center Commission may agree to any Modifications to this Agreement.

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

Central Core Fire Training Center Commission Training Chief and assigned staff

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

*(List name, legal status, address, and other contact information.)*

**.1** Geotechnical Engineer:

TBD

**.3** Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

Materials testing and special inspection agent. Firm is TBD.

Survey by Metron Surveying.

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:

*(List name, address, and other contact information.)*

Roy A. Mangan, Principal  
Archimages, Inc.  
143 W. Clinton Place  
St. Louis, MO 63122  
rmangan@archimages-stl.com  
(314) 807-9584

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:

*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

**.1** Structural Engineer:

kpff  
1630 Des Peres Road, Suite 100  
St. Louis, MO 63131

**.2** Mechanical Engineer:

Horner & Shifrin  
401 S. 18<sup>th</sup> Street, Suite 400  
St. Louis, MO 63103

Init.

**.3 Electrical Engineer:**

Horner & Shifrin  
401 S. 18<sup>th</sup> Street, Suite 400  
St. Louis, MO 63103

**.4 Civil Engineer:**

Civil Engineering Design Consultants (CEDC), Inc.  
10820 Sunset Office Drive, Suite 200  
St. Louis, MO 63127  
314-729-1400; 314-729-1404 fax

**§ 1.1.11.2 Consultants retained under Supplemental Services:**

**§ 1.1.12 Other Initial Information on which the Agreement is based:**

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

## § 2.5 Insurance

2.5.1 Architect shall purchase and maintain during the life of this agreement, at its expense, insurance coverage as required in this Section for the term of this Agreement. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the Owner Representative. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the Owner may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Architect in the written contract/agreement. Architect shall furnish any or all insurance certificates to the Owner, as requested by the Owner. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.

2.5.2 The Architect shall purchase and maintain during the life of this agreement insurance of the following types of coverage and limits of liability through primary or primary and excess policies:

2.5.2.1 Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b. CGL coverage shall be written on ISO Occurrence form CG00 01 0413 (or a substitute form providing equivalent coverage) and shall cover liability caused in whole or in part by premises, operations, independent consultants, products-completed operations, and personal and advertising injury.

c. Owner, the City entities participatory to the Owner organization, and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Architect. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d. Architect shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.

2.5.2.2 Automobile Liability with limits of at least \$1,000,000 each accident.

a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non owned automobiles.

b. Owner shall be included as additional insured on the auto liability policy.

2.5.2.3. Workers Compensation and Employers Liability limit of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

2.5.2.4. Professional Liability Insurance: Architect shall purchase and maintain insurance with a limit of \$3,000,000 for each claim and \$3,000,000 in the aggregate.

2.5.2.5 An umbrella policy is in effect that provides an additional \$10,000,000 for each occurrence within Commercial Liability, Automobile Liability, and Workers Compensation. This policy provides \$10,000,000 in aggregate for Commercial Liability, Automobile Liability, and Workers Compensation.

*(Paragraphs deleted)*

**§ 2.5.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.4** Prior to commencing any work or services under this Contract, Architect shall furnish the Owner with Certificate(s) of Insurance, and formal endorsements, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

The Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions shall be named an Additional Insured under the following policies:

- i. Commercial General Liability
- ii. Auto Liability
- iii. Excess Liability - Follow Form to underlying insurance.
- iv. Architect's insurance shall be primary insurance as respects performance of subject contract.
- v. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against the Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions for any claims arising out of work or services performed by Architect under this Contract.

2.5.5 Insurance Endorsement shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

*(Paragraph deleted)*

**§ 2.5.6** All policies, endorsements, and insurance related correspondence shall be given to Owner, Attn: Central Core Fire Training Center Commission, 10 North Bemiston Avenue., Clayton, MO 63105.

*(Paragraphs deleted)*

**§ 2.6** The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

**§ 2.7** The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW. The Architect shall acknowledge and agree that the project can be designed and constructed by a construction contract within the COW at each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, at which time the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the COW as indicated in the COW Amendment and may be constructed completely within the COW."

§ 2.8 Mechanical and electrical engineering shall include coordinating the application process and providing energy modeling as needed to achieve cost beneficial utility (Ameren/Spire/MO Economic Development etc.) incentives and grants.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including but not limited to the disciplines below, and any others as necessary to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits:

- i. Architectural Design
- ii. Civil Engineering.
  - i. It is understood that Sanitary Sewer system connections are not located on site and would require offsite improvements if required and depending on Alternates above selected. The design team has included limited time to further investigate this issue by assisting in a meeting with MSD to better understand requirements should this be required.
  - ii. Should offsite improvements be required by review agencies, a separate proposal shall be submitted at that time for the scope of work required.
  - iii. Substantial design changes to plans by the Client or Owner after design documents have been completed and submitted for review by agencies will be billed on a time & expense basis or a separate proposal can be submitted for the additional scope of work.
  - iv. Hydraulic design of fire loop systems and/or hydrant design shall be by others.
- iii. Survey not in scope, will be provided by Owner.
- iv. Structural Engineering
- v. Mechanical Engineering
- vi. Plumbing Engineering
- vii. Electrical Engineering
- viii. Low Voltage may include basic WIFI coverage for Pavilion (Alt 1) or PEMB (Alt 3)
- ix. Furniture, Fixtures, and Equipment will be OFOI or OFCI.
- x. Signage Design for exterior gate entrance and code minimum associated with Alternates 1, 2, or 3. Sign at entrance gate text will be provided by Owner and include reference to facility name, address, Owner, and donor recognition.
- xi. Public Agency Interface: All pre-planning required for AHJ Approvals and permitting.

- xii. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
- xiii. Meetings and presentations to Owner:
  - i. Anticipate one design kickoff meeting.
  - ii. Anticipate two design phase meetings.
  - iii. Anticipate one to two construction documents phase meetings.
  - iv. Anticipate one page turn review meeting prior to issue for bid.
  - v. Anticipate one pre-bid meeting for bidding and negotiation.
  - vi. Anticipate one construction kickoff meeting.
  - vii. Anticipate three to four construction phase meetings.
- xiv. Deliverables to Owner:
  - i. Anticipate one design phase submission for review and pricing.
  - ii. Anticipate one construction document phase 90% submission for review. This shall be of sufficient completion for permit applications.
  - iii. Anticipate one bidding phase submission for design-bid-build stipulated sum type bidding plus all associated addenda and RFI responses.
  - iv. Anticipate a conformance set to be issued for construction to include all addenda and RFI responses.
- xv. Typical Construction Phase Administration.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

*(Paragraph deleted)*

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

*(Paragraphs deleted)*

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also



compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

*(Paragraph deleted)*

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 During the Construction Documents Phase, the Owner's Representative may perform a constructability review of the documents to assess the completeness and quality of the documents. The review will be shared with the Architect in a written and/or graphic format of comments. Architect shall promptly review and respond to comments and incorporate the accepted recommendations into the Construction Documents.

## § 3.5 Procurement Phase Services

### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.1.1 Architect shall produce a Conformance Set / For Construction Set of drawings and specifications, to incorporate all bid addenda and accepted bid alternates into the original bid set, within 30 days of bid day.

### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 attending and assisting with a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and

Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s and Architect’s consultants’ negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent

tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate for Payment shall be a representation that the Architect has substantially performed on-site inspections to check the quality or quantity of the Work.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

#### **§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.4.6** The Architect will not delegate submittal review to anyone outside of their immediate or consultant teams. Architect will not defer any inspections or submittal review to the Owner or Owner's Representative without prior written approval.

#### **§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval

and execution in accordance with the Contract Documents. The Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 The Architect shall be responsible for scheduling and conducting a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall provide a report of all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies within one week of the evaluation and at least two weeks prior to warranty period expiration. Report shall be issued to Owner, Owner's Representative, and Contractor.

§ 3.6.6.6 At the completion of the project, incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format.

§ 3.6.6.7 The Architect shall provide digital files of final, professional photos to the Owner and to NAVIGATE at no additional cost.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service.)*

Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

<b>Supplemental Services</b>	<b>Responsibility</b> <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Not provided
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating per Section 6.3	Not provided
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided.
§ 4.1.1.18 Facility support services	Not provided.
§ 4.1.1.19 Tenant-related services	Not provided.
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided.
§ 4.1.1.21 Telecommunications/data design	Alternate 1 or 3 only
§ 4.1.1.22 Security evaluation and planning	Not provided
§ 4.1.1.23 Commissioning (IECC Code Required)	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided.
§ 4.1.1.25 Fast-track design services	Not provided.
§ 4.1.1.26 Multiple bid packages	Not provided.
§ 4.1.1.27 Historic preservation	Not provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided.
§ 4.1.1.29 Other services provided by specialty Consultants	Not provided.
§ 4.1.1.30 Other Supplemental Services	Not provided.
<b>4.1.1.31 ALTA Survey and Topographical Survey</b>	Owner

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

Survey scope of work shall include all minimum and additional requirements for execution of the design and construction scope of work. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;  
or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall

give two business days written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Four construction phase visits to the site by the Architect during construction. Architect to issue field report within 72 hours with pictures and comments of observations and/or corrective actions required. Structural Engineer of Record: three (3) site visits, each with a field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Two years ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

*(Paragraph deleted)*

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground

corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or NAVIGATE Building Solutions; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of



determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** For each design phase deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, and all Specialty Systems associated with vehicle/equipment maintenance. . Furthermore, the Architect shall collaborate with and review Navigate Building Solutions' estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

**§ 7.1** All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

*(Paragraphs deleted)*

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of

action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

*(Paragraphs deleted)*

§ 7.2 The provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

*(Paragraphs deleted)*

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7 and Article 12.

## **ARTICLE 10 MISCELLANEOUS PROVISIONS**

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project

if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .3 Other  
(Describe the method of compensation)

The fee structure below outlines compensation levels for all basic services. The fees below are presented as a Guaranteed Maximum (GM) fee format. Unused portions of the fee will result in a cost savings to the Owner. Reimbursable expenses are over and above these fees.

Base scope of work (Training Tower and Sitework):  
Architectural, Civil Engineering, Structural Engineering, Electrical  
Engineering

(No Mechanical, Plumbing, Fire Protection or Low Voltage)  
\$ 76,225.00

~~Alternate #1a – Pavilion Building  
Architectural, Civil Engineering, Structural Engineering, Electrical  
Engineering, Low Voltage  
(No Mechanical, Plumbing, Fire Protection)  
\$ 37,250.00~~

OR  
Alternate #1b – Pavilion Building – PRE-ENGINEERED  
Architectural, Civil Engineering, Structural Engineering, Electrical  
Engineering, Low Voltage  
(No Mechanical, Plumbing, Fire Protection)  
\$ 19,850.00

~~Alternate #2a – Toilet Room Building  
Architectural, Civil Engineering, Structural Engineering, Electrical,  
Mechanical and Plumbing Engineering.  
(No, Low Voltage, Fire Protection)  
\$ 29,250.00~~

OR  
Alternate #2b – Toilet Room Building – PRE-ENGINEERED  
Architectural, Civil Engineering, Structural Engineering, Electrical,  
Mechanical and Plumbing Engineering.  
(No, Low Voltage, Fire Protection)  
\$ 18,125.00

~~Alternate #3 – Pre-engineered Metal Building  
Architectural, Civil Engineering, Structural Engineering, Electrical,  
Mechanical and Plumbing Engineering  
(No, Low Voltage, Fire Protection)  
\$ 63,500.00~~

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
*(Insert amount of, or basis for, compensation.)*

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:  
*(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
------------------------	---------	-----------	----	----

Init.

Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Forty	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be adjusted in accordance with the Architect’s and Architect’s consultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See hourly rates in Exhibit B

Employee or Category	Rate (\$0.00)
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**§ 11.8 Compensation for Reimbursable Expenses**

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation from outside the St. Louis Metropolitan area and authorized out-of-town travel and subsistence. Transportation within the St. Louis Metropolitan area is not a reimbursable expense.;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

*(Paragraph deleted)*

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures
- .13. Architect shall provide owner with 2 full size and 2 half size sets of documents at each design milestone.
- .14 Architect shall provide to Navigate Building Solutions one half size set and one full size set of documents at each design milestone. Anticipated design milestones are Schematic Design, 90% Construction Documents, and 100% Construction Documents.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursables shall not exceed \$5,000.00.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## **§ 11.10 Payments to the Architect**

### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero dollars and zero cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of monthly or annual interest agreed upon.)*

1.5 % per month

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**§ 12.1** Architect agrees to indemnify and defend and hold harmless the Owner and NAVIGATE Building Solutions, LLC, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Architect's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Architect whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

**§ 12.2** Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The Indemnity Provisions of paragraph 12.1 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

§ 12.3 No part of the Services to be performed by Architect hereunder shall be subcontracted without the prior written consent of the Owner. The subcontracting of the work shall in no way relieve the Architect of the Architect's primary responsibility for the quality and performance of the work. The Architect 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.

§ 12.4 The Owner reserves the right to direct revision of the Services at the Owner's discretion. Architect shall advise the Owner of additional costs and time delays, if any, in performing the revision, before Architect performs the revised services. If revisions of the Services are necessary due to Architect's error or omission, Architect shall provide the services and materials associated with such revisions, at no additional cost to the Owner.

§ 12.5 Architect shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Architect shall not provide any services or materials not described by this Agreement unless Architect obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Architect with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Architect without the Owner's prior written consent shall be at Architect's own risk, cost, and expense, and Architect shall not make a claim for compensation from the Owner for such work.

§ 12.6 The Owner may make changes within the general scope of services of the Agreement. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the Owner and the execution of a suitable Amendment to this Agreement. Neither the Owner staff nor the Architect may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written contract Amendment.

#### § 12.7 Standard of Care

12.7.1 Architect shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. At the Owner's request, Architect shall re-perform the Services which fail to satisfy this standard of care. If Architect fails to possess and exercise such care, skill and diligence in providing all Services, Architect shall be responsible to the Owner for any resulting loss or damages.

12.7.2 Architect represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.

12.7.3 Architect shall comply with, and cause its sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.



12.7.4 Neither Architect nor Architect's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### § 12.8 Compensation & Audit by Owner

12.8.1 As consideration for providing the Services, the Owner shall pay Architect per Article 11, as defined below for each project. Architect acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount without prior written approval by the Owner.

12.8.2 Architect shall submit an itemized invoice to the Owner on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Architect of the nature of the dispute regarding the balance.

12.8.3 At the Owner's request, Architect shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Architect's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

#### § 12.9 Schedule & Delay

12.9.1 Unless otherwise directed by the Owner, Architect shall commence performance of the Services upon execution of this Agreement.

12.9.2 Architect shall provide Services pursuant to the agreed-upon schedule, which shall be per Article 1.1.4.

12.9.3 Neither the Owner nor the Architect shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.

12.9.4 If Architect's performance is delayed due to delays caused by the Owner, Architect shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

## § 12.10 Assignment of and Responsibility for Personnel

12.10.1 Architect's assignment of personnel to perform the Services shall be subject to the Owner's oversight and general guidance.

12.10.2 While upon Owner premises or property under the Owner's control, the Architect's employees, agents, and subconsultants shall be subject to the Owner's rules and regulations respecting its property and the conduct of its employees thereon.

## § 12.11. Ownership & Reuse of Documents

12.11.1. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the Owner prior to this Agreement, or for the performance thereof, shall remain the Owner's sole property. The Owner shall make available to Architect the copies of such materials as necessary for Architect to perform the Services.

12.11.2. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Architect (and Architect's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Architect shall become the sole property of the Owner. At the Owner's request, Architect shall give the Owner all materials obtained or produced in the course of the Services. The Owner makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Architect in performing services herein. Architect shall maintain complete Services records for five (5) years after completion of the Services.

12.11.3. The Owner understands that the reuse of any document prepared or furnished by Architect without written verification or adaptation by Architect for the specific purpose intended by the Owner shall be at the Owner's sole risk and without liability or legal exposure to Architect.

## § 12.12. Architect's Personnel at the Project Site

12.12.1. The presence of Architect's personnel at a construction site is for the purpose of providing the Owner a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s).

12.12.2. Architect has no authority to exercise control over any construction contractor. Architect neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

## § 12.13. Relationship of the Parties

12.13.1. The Owner and Architect agree that the Architect shall be and remain an independent contractor in the performance of the Services. Architect's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the Owner.

12.13.2. Architect shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

#### § 12.14. Decisions Under This Agreement

The Owner 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.

#### § 12.15. Equal Opportunity and Non-Discrimination

12.15.1. The contractor, 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 contractor 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 contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

12.15.2. The contractor 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 contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

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

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

12.15.5. 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.

12.15.6. In the event that any or all of the provision(s) of the foregoing paragraphs (12.15.1) or (12.15.2) 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 contractor 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.

#### § 12.16. Conflicts of Interest

12.16.1. 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 Owner 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.

12.16.2. Owner 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 Owner or the cities that are participatory to the organization, or is employed by Owner 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. Owner shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Owner or a person employed by Owner 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.

12.16.3. 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, stepparent and stepchild.

12.16.4. 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 Owner 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.

#### § 12.17. NOT USED.

§ 12.18. 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, unless otherwise directed by this Agreement, shall be addressed to the parties at the addresses set forth as follows:

12.18.1. Notices sent by the Architect to the Owner shall be sent to:

Central Core Fire Training Center Commission  
10 North Bemiston Avenue  
Clayton, MO 63105

12.18.2. Notices sent by the Owner to the Architect shall be sent to:

Roy A. Mangan  
Archimages, Inc.  
243 W. Clinton Place  
St. Louis, MO 63122

§ 12.19. Term & Termination

12.19.1. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the Owner, and upon final payment by the Owner.

12.19.2. Notwithstanding Paragraph 12.19.1, the Owner reserves the right and may elect to terminate this Agreement at any time, with or without cause. The Owner shall compensate Architect for the Services that have been completed to the Owner's satisfaction as of the date of termination. Architect shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

12.19.3. Architect may, upon providing the Owner with a 10 day written notice, terminate this Agreement in the event the Owner does not complete its responsibilities under this Agreement.

§ 12.20. 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.

#### § 12.21. 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 shall govern.

#### § 12.22. 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.

#### § 12.23. Construction Means and Methods

Architect shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on the project site by the OWNER, developer and or contractor hired to perform services related to this contract.

#### § 12.24. 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.

#### § 12.25. Miscellaneous Provisions

12.25.1. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the Owner and Architect, and attached hereto.

12.25.2. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

12.25.3. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the Owner and Architect. Architect shall not assign any interest in this Agreement without the

Owner's prior written consent. If Architect assigns an interest in this Agreement without the Owner's prior written consent, such assignment shall be void, and Owner may immediately terminate or suspend this Agreement.

12.25.4. Successors and Assigns. Subject to Paragraph 12.25.3, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.25.5. Third Parties. The Services to be performed by Architect are intended solely for the benefit of the Owner. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

12.25.6 Architect and Architect's consultants shall certify and comply with Section 34.600 RSMo., Supp. 2020.

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:  
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this agreement.)*

Other Exhibits incorporated into this Agreement:  
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

Exhibit A – Request for Qualifications dated 06/14/2024 and RFI Responses dated 07/01/2024

Exhibit B – Archimages, Inc. certificate of insurance

- .4 Other documents:  
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Roy Mangan, Principal

(Printed name, title, and license number, if required)



Init.

/

User Notes:



# **Additions and Deletions Report for** **AIA® Document B101® – 2017**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 16:23:13 ET on 08/28/2024.

## **PAGE 1**

**AGREEMENT** made as of the Twenty-eight day of August in the year Two-thousand, twenty-four

...

Central Core Fire Training Center Commission  
10 N. Bemiston Avenue  
Clayton, MO 63105

...

Archimages, Inc.  
143 W. Clinton Place  
St. Louis, MO 63122  
314-965-7445

...

Fire Training Facility Project  
4224 Carr Lane Court  
St. Louis, MO 63119

## **PAGE 2**

Total Program Budget is One-million, eight-hundred, seventy-six thousand dollars (\$ 1,876,000.00). (hereinafter TPB)

The Cost of Work is Four-hundred, eighty thousand dollars (\$ 480,000.00). (hereinafter COW).

The Total Program Budget (TPB) and Cost of Work (COW) for this Project, or designated portion thereof, may be modified in writing by the Owner only in the form of a Design Adjustment.

...

Refer to Request For Qualification's issued June 14, 2024 with exhibits.

...

See 1.1.1 for Cost of Work.

## **PAGE 3**

- August 2024 Anticipated Approval of Firm's Contract
- September 2024 Design Phase
- October 2024 Design Review and Estimating
- November/Dec 2024 Construction Documents 90% Set
- January 2025 Permit and Constructability Review

- February 2025 Issue for Bid
  - March 2025 Bidding and Negotiation
- ...
- April 2025 Construction Negotiation, Contract, and Notice to Proceed
- ...
- August 2025 Construction Substantial Completion
- ...
- September 2025 Construction Final Completion
  - August 2026 11-month Warranty Site Observation
  - September 2026 Warranty Period is Complete

Design-bid-build, with stipulated sum contract.

...

NAVIGATE Building Solutions  
8419 Manchester Road  
Brentwood MO 63144  
Lance Tucker, [lance@navigatebuildingsolutions.com](mailto:lance@navigatebuildingsolutions.com), 314-376-9039

The Owner's Representative for the Project is NAVIGATE Building Solutions. NAVIGATE's Project Representative is Joe Sweitzer. Architect shall direct all communication to the Owner through NAVIGATE and shall take direction from NAVIGATE on behalf of the Owner, provided that only the Owner may agree to any Modifications to this Agreement, including adjustments to Architect's compensation for the Project.

Jason Hildebrandt, Training Chief with Central Core Fire Training Center Commission may agree to any Modifications to this Agreement.

**PAGE 4**

Central Core Fire Training Center Commission Training Chief and assigned staff

...

TBD

...

.2 Civil Engineer:

...

Materials testing and special inspection agent. Firm is TBD.  
Survey by Metron Surveying.

...

Roy A. Mangan, Principal  
Archimages, Inc.

143 W. Clinton Place  
St. Louis, MO 63122  
rmangan@archimages-stl.com  
(314) 807-9584

...

kpff  
1630 Des Peres Road, Suite 100  
St. Louis, MO 63131

...

Horner & Shifrin  
401 S. 18<sup>th</sup> Street, Suite 400  
St. Louis, MO 63103

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Horner & Shifrin  
401 S. 18<sup>th</sup> Street, Suite 400  
St. Louis, MO 63103

.4 Civil Engineer:

Civil Engineering Design Consultants (CEDC), Inc.  
10820 Sunset Office Drive, Suite 200  
St. Louis, MO 63127  
314-729-1400; 314-729-1404 fax

...

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9. **Insurance**

2.5.1 Architect shall purchase and maintain during the life of this agreement, at its expense, insurance coverage as required in this Section for the term of this Agreement. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the Owner Representative. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the Owner may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Architect in the written contract/agreement. Architect shall furnish any or all

insurance certificates to the Owner, as requested by the Owner. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.

2.5.2 The Architect shall purchase and maintain during the life of this agreement insurance of the following types of coverage and limits of liability through primary or primary and excess policies:

2.5.2.1 Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b. CGL coverage shall be written on ISO Occurrence form CG00 01 0413 (or a substitute form providing equivalent coverage) and shall cover liability caused in whole or in part by premises, operations, independent consultants, products-completed operations, and personal and advertising injury.

c. Owner, the City entities participatory to the Owner organization, and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Architect. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d. Architect shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.

2.5.2.2 Automobile Liability with limits of at least \$1,000,000 each accident.

a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non owned automobiles.

b. Owner shall be included as additional insured on the auto liability policy.

2.5.2.3. Workers Compensation and Employers Liability limit of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

2.5.2.4. Professional Liability Insurance: Architect shall purchase and maintain insurance with a limit of \$3,000,000 for each claim and \$3,000,000 in the aggregate.

2.5.2.5 An umbrella policy is in effect that provides an additional \$10,000,000 for each occurrence within Commercial Liability, Automobile Liability, and Workers Compensation. This policy provides \$10,000,000 in aggregate for Commercial Liability, Automobile Liability, and Workers Compensation.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$ ) for each occurrence and (\$ ) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$ ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured~~

coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.4 Workers' Compensation at statutory limits. Prior to commencing any work or services under this Contract, Architect shall furnish the Owner with Certificate(s) of Insurance, and formal endorsements, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

The Owner, its agents, representatives, officers, directors, officials and NAVIGATE Building Solutions shall be named an Additional Insured under the following policies:

i. Commercial General Liability

ii. Auto Liability

iii. Excess Liability - Follow Form to underlying insurance.

iv. Architect's insurance shall be primary insurance as respects performance of subject contract.

v. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against the Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions for any claims arising out of work or services performed by Architect under this Contract.

2.5.5 Insurance Endorsement shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate. All policies, endorsements, and insurance related correspondence shall be given to Owner, Attn: Central Core Fire Training Center Commission, 10 North Bemiston Avenue., Clayton, MO 63105.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW. The Architect shall acknowledge and agree that the project can be designed and constructed by a construction contract within the COW at each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, at which time the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the COW as indicated in the COW Amendment and may be constructed completely within the COW."

§ 2.8 Mechanical and electrical engineering shall include coordinating the application process and providing energy modeling as needed to achieve cost beneficial utility (Ameren/Spire/MO Economic Development etc.) incentives and grants.

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The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including but not limited to the disciplines below, and any others as necessary to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits:

i. Architectural Design

ii. Civil Engineering.

i. It is understood that Sanitary Sewer system connections are not located on site and would require offsite improvements if required and depending on Alternates above selected. The design team has included limited time to further investigate this issue by assisting in a meeting with MSD to better understand requirements should this be required.

ii. Should offsite improvements be required by review agencies, a separate proposal shall be submitted at that time for the scope of work required.

iii. Substantial design changes to plans by the Client or Owner after design documents have been completed and submitted for review by agencies will be billed on a time & expense basis or a separate proposal can be submitted for the additional scope of work.

iv. Hydraulic design of fire loop systems and/or hydrant design shall be by others.

iii. Survey not in scope, will be provided by Owner.

iv. Structural Engineering

v. Mechanical Engineering

vi. Plumbing Engineering

vii. Electrical Engineering

viii. Low Voltage may include basic WIFI coverage for Pavilion (Alt 1) or PEMB (Alt 3)

ix. Furniture, Fixtures, and Equipment will be OFOI or OFCI.

- x. Signage Design for exterior gate entrance and code minimum associated with Alternates 1, 2, or 3. Sign at entrance gate text will be provided by Owner and include reference to facility name, address, Owner, and donor recognition.
- xi. Public Agency Interface: All pre-planning required for AHJ Approvals and permitting.
- xii. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre-plan for permitting.
- xiii. Meetings and presentations to Owner:
  - i. Anticipate one design kickoff meeting.
  - ii. Anticipate two design phase meetings.
  - iii. Anticipate one to two construction documents phase meetings.
  - iv. Anticipate one page turn review meeting prior to issue for bid.
  - v. Anticipate one pre-bid meeting for bidding and negotiation.
  - vi. Anticipate one construction kickoff meeting.
  - vii. Anticipate three to four construction phase meetings.
- xiv. Deliverables to Owner:
  - i. Anticipate one design phase submission for review and pricing.
  - ii. Anticipate one construction document phase 90% submission for review. This shall be of sufficient completion for permit applications.
  - iii. Anticipate one bidding phase submission for design-bid-build stipulated sum type bidding plus all associated addenda and RFI responses.
  - iv. Anticipate a conformance set to be issued for construction to include all addenda and RFI responses.
- xv. Typical Construction Phase Administration.

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### § 3.2 Schematic Design Phase Services

...

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

### § 3.3 Design Development Phase Services

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

~~§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.~~

~~§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.~~

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~~§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.~~

§ 3.4.6 During the Construction Documents Phase, the Owner's Representative may perform a constructability review of the documents to assess the completeness and quality of the documents. The review will be shared with the Architect in a written and/or graphic format of comments. Architect shall promptly review and respond to comments and incorporate the accepted recommendations into the Construction Documents.

...

§ 3.5.1.1 Architect shall produce a Conformance Set / For Construction Set of drawings and specifications, to incorporate all bid addenda and accepted bid alternates into the original bid set, within 30 days of bid day.

...

~~.2 organizing and conducting attending and assisting with a pre-bid conference for prospective bidders;~~

...

~~.4 organizing and conducting attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.~~

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§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and Architect's consultants' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate for Payment shall be a representation that the Architect has substantially performed on-site inspections to check the quality or quantity of the Work.

...



§ 3.6.4.6 The Architect will not delegate submittal review to anyone outside of their immediate or consultant teams. Architect will not defer any inspections or submittal review to the Owner or Owner’s Representative without prior written approval.

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents. The Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

**PAGE 14**

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

...

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect shall be responsible for scheduling and conducting a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall provide a report of all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies within one week of the evaluation and at least two weeks prior to warranty period expiration. Report shall be issued to Owner, Owner’s Representative, and Contractor.

§ 3.6.6.6 At the completion of the project, incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format.

§ 3.6.6.7 The Architect shall provide digital files of final, professional photos to the Owner and to NAVIGATE at no additional cost.

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<u>§ 4.1.1.1</u> Programming	<u>Not provided</u>
<u>§ 4.1.1.2</u> Multiple preliminary designs	<u>Not provided</u>
<u>§ 4.1.1.3</u> Measured drawings	<u>Not provided</u>
<u>§ 4.1.1.4</u> Existing facilities surveys	<u>Not provided</u>
<u>§ 4.1.1.5</u> Site evaluation and planning	<u>Architect</u>
<u>§ 4.1.1.6</u> Building Information Model management responsibilities	<u>Not provided</u>
<u>§ 4.1.1.7</u> Development of Building Information Models for post construction use	<u>Not provided</u>
<u>§ 4.1.1.8</u> Civil engineering	<u>Architect</u>
<u>§ 4.1.1.9</u> Landscape design	<u>Not provided</u>
<u>§ 4.1.1.10</u> Architectural interior design	<u>Not provided</u>
<u>§ 4.1.1.11</u> Value analysis	<u>Not provided</u>
<u>§ 4.1.1.12</u> Detailed cost estimating beyond that required in per Section 6.3	<u>Not provided</u>
<u>§ 4.1.1.13</u> On-site project representation	<u>Not Provided</u>
<u>§ 4.1.1.14</u> Conformed documents for construction	<u>Architect</u>
<u>§ 4.1.1.15</u> As-designed record drawings	<u>Architect</u>

§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not provided.</u>
§ 4.1.1.18 Facility support services	<u>Not provided.</u>
§ 4.1.1.19 Tenant-related services	<u>Not provided.</u>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	<u>Not provided.</u>
§ 4.1.1.21 Telecommunications/data design	<u>Alternate 1 or 3 only</u>
§ 4.1.1.22 Security evaluation and planning	<u>Not provided</u>
§ 4.1.1.23 Commissioning (IECC Code Required)	<u>Not provided</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided.</u>
§ 4.1.1.25 Fast-track design services	<u>Not provided.</u>
§ 4.1.1.26 Multiple bid packages	<u>Not provided.</u>
§ 4.1.1.27 Historic preservation	<u>Not provided.</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Not provided.</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Not provided.</u>
§ 4.1.1.30 Other Supplemental Services	<u>Not provided.</u>
<b>4.1.1.31 ALTA Survey and Topographical Survey</b>	<u>Owner</u>

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Survey scope of work shall include all minimum and additional requirements for execution of the design and construction scope of work. The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

...

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give ~~prompt~~ two business days written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

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- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 ~~(—)~~ Four construction phase visits to the site by the Architect during construction. Architect to issue field report within 72 hours with pictures and comments of observations and/or corrective actions required. Structural Engineer of Record: three (3) site visits, each with a field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .3 One ( 1 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One ( 1 ) inspections for any portion of the Work to determine final completion.

...

§ 4.2.5 If the services covered by this Agreement have not been completed within Two years ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

...

~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

...

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the ~~Architect; Architect or NAVIGATE Building Solutions;~~ the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

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~~§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service. For each design phase deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, and all Specialty Systems associated with vehicle/equipment maintenance. . Furthermore, the Architect shall collaborate with and review Navigate Building Solutions' estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.~~

...

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.~~

All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation

due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

§ 7.2 The provisions of this Article 7 shall survive the termination of this Agreement.

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[  ] Litigation in a court of competent jurisdiction

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### § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**~~§ 8.3.4 Consolidation or Joinder~~**

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

...

~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements and Reimbursable Expenses incurred.

~~§ 9.7~~ In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

~~.1~~ — Termination Fee:

~~.2~~ — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

~~§ 9.8~~ Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Final Completion.

~~§ 9.9~~ The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.9.7 and Article 12.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect’s promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect’s materials shall not include the Owner’s confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. ~~The Owner shall provide professional credit for the Architect in the Owner’s promotional materials for the Project.~~ This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

...

~~1~~ Stipulated Sum  
*(Insert amount)*, ~~3~~ Other  
*(Describe the method of compensation)*

The fee structure below outlines compensation levels for all basic services. The fees below are ~~2~~ Percentage Basis presented as a Guaranteed Maximum (GM) fee format. Unused portions of the fee will result in a *(Insert percentage value)* cost savings to the Owner. Reimbursable expenses are over and above these fees.

~~( )~~ % of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6. Base scope of work (Training Tower and Sitework):

Architectural, Civil Engineering, Structural Engineering, Electrical Engineering  
(No Mechanical, Plumbing, Fire Protection or Low Voltage)  
\$ 76,225.00

Alternate #1a – Pavilion Building  
Architectural, Civil Engineering, Structural Engineering, Electrical Engineering, Low Voltage  
(No Mechanical, Plumbing, Fire Protection)  
\$ 37,250.00

OR  
Alternate #1b – Pavilion Building – PRE-ENGINEERED  
Architectural, Civil Engineering, Structural Engineering, Electrical Engineering, Low Voltage  
(No Mechanical, Plumbing, Fire Protection)  
\$ 19,850.00

Alternate #2a – Toilet Room Building  
Architectural, Civil Engineering, Structural Engineering, Electrical, Mechanical and Plumbing Engineering.  
(No, Low Voltage, Fire Protection)  
\$ 29,250.00

OR  
Alternate #2b – Toilet Room Building – PRE-ENGINEERED  
Architectural, Civil Engineering, Structural Engineering, Electrical, Mechanical and Plumbing Engineering.  
(No, Low Voltage, Fire Protection)  
\$ 18,125.00

Alternate #3 – Pre-engineered Metal Building  
~~3~~ Other Architectural, Civil Engineering, Structural Engineering, Electrical, Mechanical and Plumbing Engineering  
*(Describe the method of compensation)*  
(No, Low Voltage, Fire Protection)  
\$ 63,500.00

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (	<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (	<u>20</u>	%)

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See hourly rates in Exhibit B

...

~~.1~~ Transportation and authorized out-of-town travel and subsistence; from outside the St. Louis Metropolitan area and authorized out-of-town travel and subsistence. Transportation within the St. Louis Metropolitan area is not a reimbursable expense.;

...

~~.8~~ If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

...

~~.12~~ Other similar Project-related expenditures.

~~.13.~~ Architect shall provide owner with 2 full size and 2 half size sets of documents at each design milestone.

~~.14~~ Architect shall provide to Navigate Building Solutions one half size set and one full size set of documents at each design milestone. Anticipated design milestones are Schematic Design, 90% Construction Documents, and 100% Construction Documents.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred. Reimbursables shall not exceed \$5,000.00.

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§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of zero (\$ 0 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (~~sixty~~ 60)

) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

1.5 % per month

...

§ 12.1 Architect agrees to indemnify and defend and hold harmless the Owner and NAVIGATE Building Solutions, LLC, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Architect's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Architect whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

§ 12.2 Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The Indemnity Provisions of paragraph 12.1 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

§ 12.3 No part of the Services to be performed by Architect hereunder shall be subcontracted without the prior written consent of the Owner. The subcontracting of the work shall in no way relieve the Architect of the Architect's primary responsibility for the quality and performance of the work. The Architect 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.

§ 12.4 The Owner reserves the right to direct revision of the Services at the Owner's discretion. Architect shall advise the Owner of additional costs and time delays, if any, in performing the revision, before Architect performs the revised services. If revisions of the Services are necessary due to Architect's error or omission, Architect shall provide the services and materials associated with such revisions, at no additional cost to the Owner.

§ 12.5 Architect shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Architect shall not provide any services or materials not described by this Agreement unless Architect obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Architect with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Architect without the Owner's prior written consent shall be at Architect's own risk, cost, and expense, and Architect shall not make a claim for compensation from the Owner for such work.

§ 12.6 The Owner may make changes within the general scope of services of the Agreement. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may



affect the cost of the project without prior written order of the Owner and the execution of a suitable Amendment to this Agreement. Neither the Owner staff nor the Architect may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written contract Amendment.

#### § 12.7 Standard of Care

12.7.1 Architect shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. At the Owner's request, Architect shall re-perform the Services which fail to satisfy this standard of care. If Architect fails to possess and exercise such care, skill and diligence in providing all Services, Architect shall be responsible to the Owner for any resulting loss or damages.

12.7.2 Architect represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.

12.7.3 Architect shall comply with, and cause its sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.

12.7.4 Neither Architect nor Architect's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

#### § 12.8 Compensation & Audit by Owner

12.8.1 As consideration for providing the Services, the Owner shall pay Architect per Article 11, as defined below for each project. Architect acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount without prior written approval by the Owner.

12.8.2 Architect shall submit an itemized invoice to the Owner on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Architect of the nature of the dispute regarding the balance.

12.8.3 At the Owner's request, Architect shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Architect's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

#### § 12.9 Schedule & Delay

12.9.1 Unless otherwise directed by the Owner, Architect shall commence performance of the Services upon execution of this Agreement.

12.9.2 Architect shall provide Services pursuant to the agreed-upon schedule, which shall be per Article 1.1.4.

12.9.3 Neither the Owner nor the Architect shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.

12.9.4 If Architect's performance is delayed due to delays caused by the Owner, Architect shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

#### § 12.10 Assignment of and Responsibility for Personnel

12.10.1 Architect's assignment of personnel to perform the Services shall be subject to the Owner's oversight and general guidance.

12.10.2 While upon Owner premises or property under the Owner's control, the Architect's employees, agents, and subconsultants shall be subject to the Owner's rules and regulations respecting its property and the conduct of its employees thereon.

#### § 12.11. Ownership & Reuse of Documents

12.11.1. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the Owner prior to this Agreement, or for the performance thereof, shall remain the Owner's sole property. The Owner shall make available to Architect the copies of such materials as necessary for Architect to perform the Services.

12.11.2. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Architect (and Architect's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Architect shall become the sole property of the Owner. At the Owner's request, Architect shall give the Owner all materials obtained or produced in the course of the Services. The Owner makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Architect in performing services herein. Architect shall maintain complete Services records for five (5) years after completion of the Services.

12.11.3. The Owner understands that the reuse of any document prepared or furnished by Architect without written verification or adaptation by Architect for the specific purpose intended by the Owner shall be at the Owner's sole risk and without liability or legal exposure to Architect.

#### § 12.12. Architect's Personnel at the Project Site

12.12.1. The presence of Architect's personnel at a construction site is for the purpose of providing the Owner a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s).

12.12.2. Architect has no authority to exercise control over any construction contractor. Architect neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

#### § 12.13. Relationship of the Parties

12.13.1. The Owner and Architect agree that the Architect shall be and remain an independent contractor in the performance of the Services. Architect's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the Owner.

12.13.2. Architect shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

#### § 12.14. Decisions Under This Agreement

The Owner 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.

#### § 12.15. Equal Opportunity and Non-Discrimination

12.15.1. The contractor, 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 contractor 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 contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the contractor's obligations under this contract and the regulations relative to nondiscrimination on the ground of race, color religion, sex, national origin or disability.

12.15.2. The contractor 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 contractor agrees to post notices pertaining to the foregoing in conspicuous places available to employees and applicants for employment.

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

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

12.15.5. 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.

12.15.6. In the event that any or all of the provision(s) of the foregoing paragraphs (12.15.1) or (12.15.2) 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 contractor 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.

#### § 12.16. Conflicts of Interest

12.16.1. 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 Owner 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.

12.16.2. Owner 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 Owner or the cities that are participatory to the organization, or is employed by Owner 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. Owner shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of Owner or a person employed by Owner 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.

12.16.3. 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, stepparent and stepchild.

12.16.4. 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 Owner 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.

§ 12.17. NOT USED.

§ 12.18. 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, unless otherwise directed by this Agreement, shall be addressed to the parties at the addresses set forth as follows:

12.18.1. Notices sent by the Architect to the Owner shall be sent to:

Central Core Fire Training Center Commission  
10 North Bemiston Avenue  
Clayton, MO 63105

12.18.2. Notices sent by the Owner to the Architect shall be sent to:

Roy A. Mangan  
Archimages, Inc.  
243 W. Clinton Place  
St. Louis, MO 63122

§ 12.19. Term & Termination

12.19.1. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the Owner, and upon final payment by the Owner.

12.19.2. Notwithstanding Paragraph 12.19.1, the Owner reserves the right and may elect to terminate this Agreement at any time, with or without cause. The Owner shall compensate Architect for the Services that have been completed to the Owner's satisfaction as of the date of termination. Architect shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

12.19.3. Architect may, upon providing the Owner with a 10 day written notice, terminate this Agreement in the event the Owner does not complete its responsibilities under this Agreement.

#### § 12.20. 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.

#### § 12.21. 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 shall govern.

#### § 12.22. 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.

#### § 12.23. Construction Means and Methods

Architect shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on the project site by the OWNER, developer and or contractor hired to perform services related to this contract.

#### § 12.24. 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.

§ 12.25. Miscellaneous Provisions

12.25.1. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the Owner and Architect, and attached hereto.

12.25.2. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

12.25.3. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the Owner and Architect. Architect shall not assign any interest in this Agreement without the Owner's prior written consent. If Architect assigns an interest in this Agreement without the Owner's prior written consent, such assignment shall be void, and Owner may immediately terminate or suspend this Agreement.

12.25.4. Successors and Assigns. Subject to Paragraph 12.25.3, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.25.5. Third Parties. The Services to be performed by Architect are intended solely for the benefit of the Owner. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

12.25.6 Architect and Architect's consultants shall certify and comply with Section 34.600 RSMo., Supp. 2020.

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.2 ~~Building Information Modeling Exhibit, if completed:~~ AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:  
(Insert the date of the E203-2013 incorporated into this agreement.)

...

Other Exhibits incorporated into this Agreement:

...

Exhibit A – Request for Qualifications dated 06/14/2024 and RFI Responses dated 07/01/2024

Exhibit B – Archimages, Inc. certificate of insurance

# **Certification of Document's Authenticity**

**AIA® Document D401™ – 2003**

I, Jennifer N Kissinger, Director NAVIGATE Building Solutions, LLC, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:23:13 ET on 08/28/2024 under Order No. 4104250575 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

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*(Signed)*

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*(Title)*

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*(Dated)*



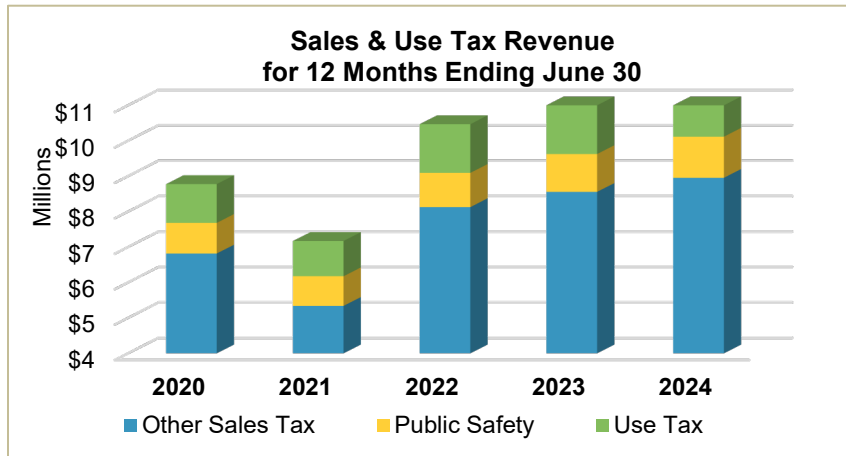
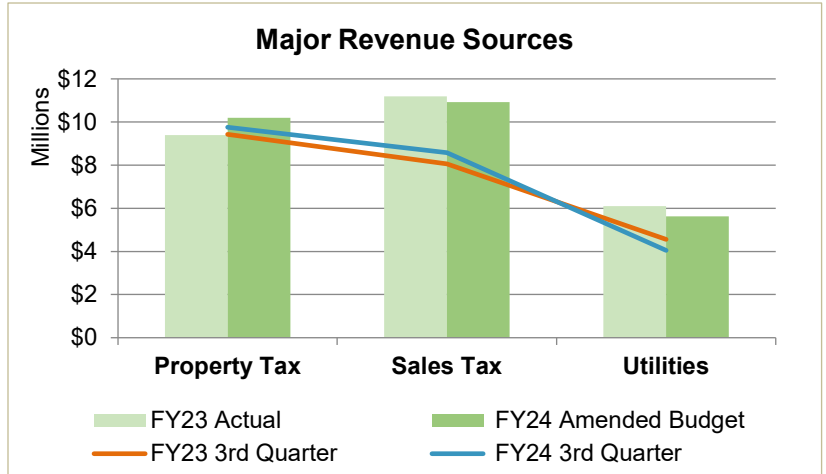


# City of Clayton

Fiscal Year 2024 through 3rd Quarter

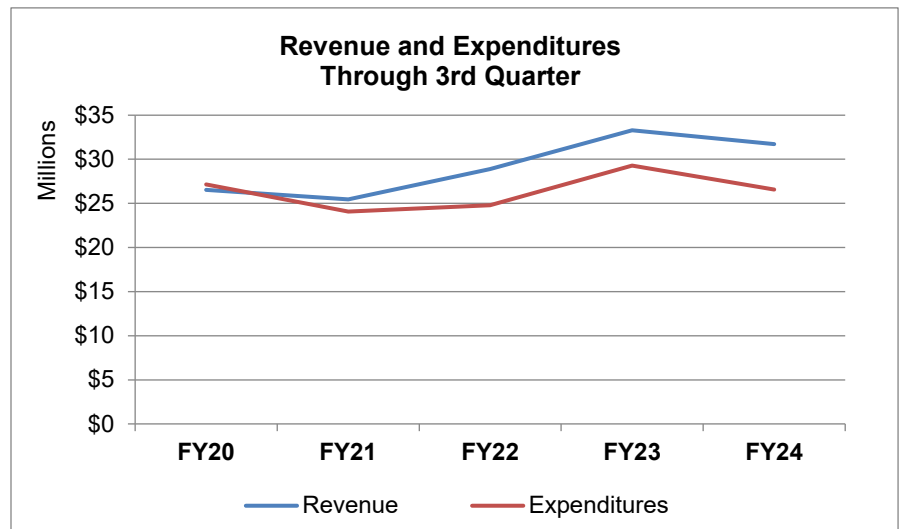
## All Funds Report in Brief

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 third quarter of Fiscal Year 2024 (FY24) are 3.5% higher than through the third quarter of Fiscal Year 2023 (FY23). Sales tax revenue in all funds is up 6.6% compared to the same period in FY23, and utility tax revenue is down 11.2%.

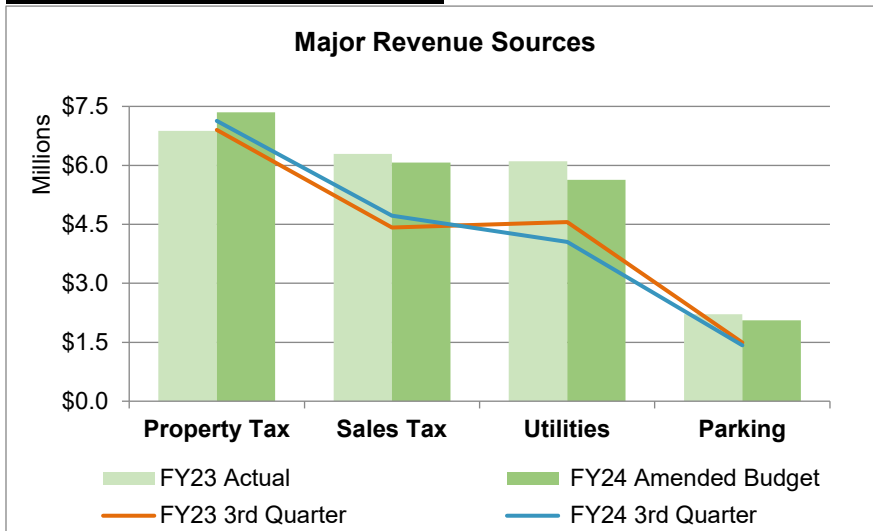


This bar graph provides a comparison of a rolling 12-month period ending March 31st of each year. For the 12 months ending in 2024, sales and use tax revenue is up 5.87% compared to the prior 12-month period.

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.

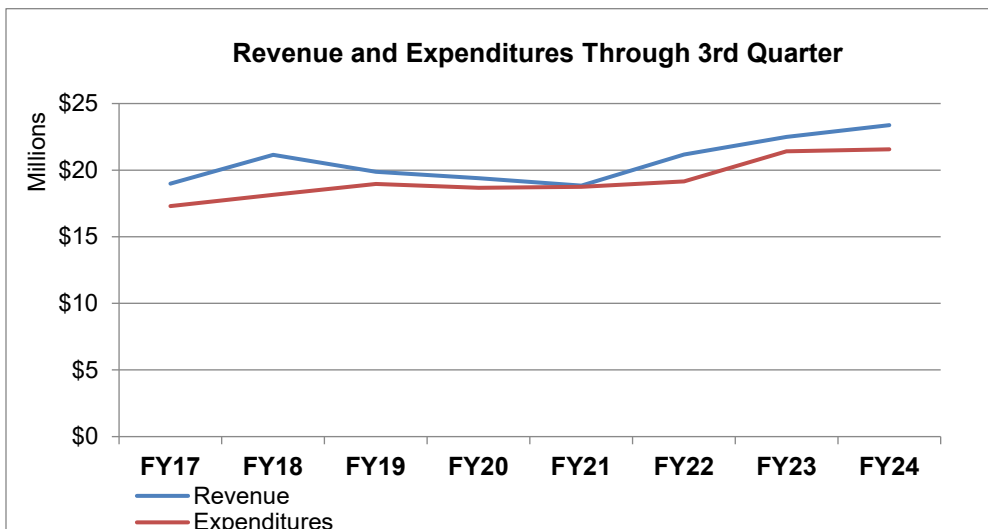
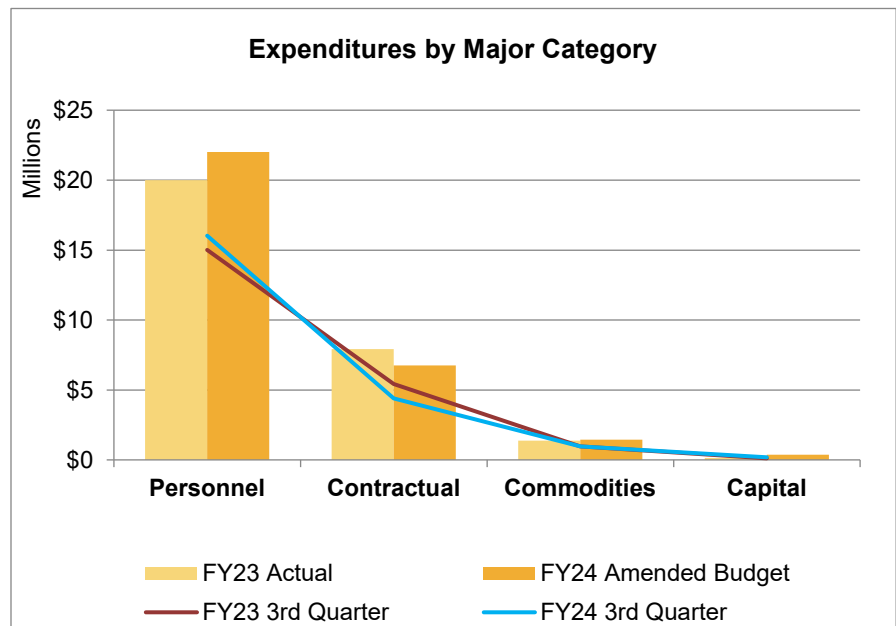


## General Fund Report in Brief



General Fund property tax revenue through 3rd quarter FY24 is 3.33% higher than 3rd 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 6.76% higher than this time last year. Utility tax revenue which includes electric, gas, water, telephone, and cable utilities is down 11.21% when compared to last year, while parking is down 4.7%.

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 through the 3rd quarter of FY24 are \$1,016,253 or 6.77% higher than in the third quarter of the prior year. Contractual services are 19.26% lower and commodities are 0.34% lower when compared to this quarter in the prior year.

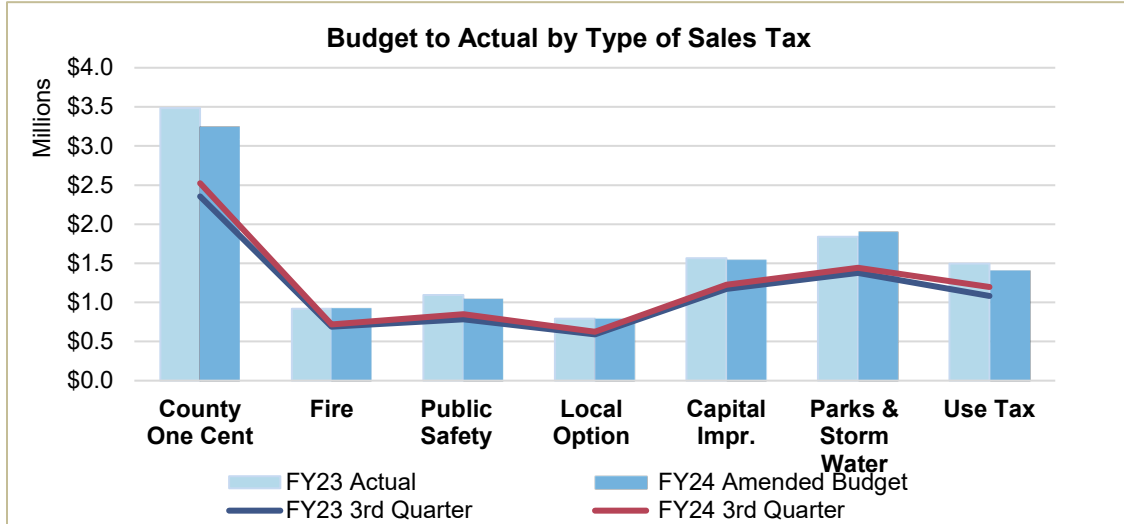


This line graph provides a comparison of General Fund revenue and expenditures for the last five fiscal years. This graph does not include "Other Financing Sources and Uses" such as sale of assets and interfund transfers.

## Sales Tax Revenue in Brief

### Sales Tax Collections by Tax Type

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

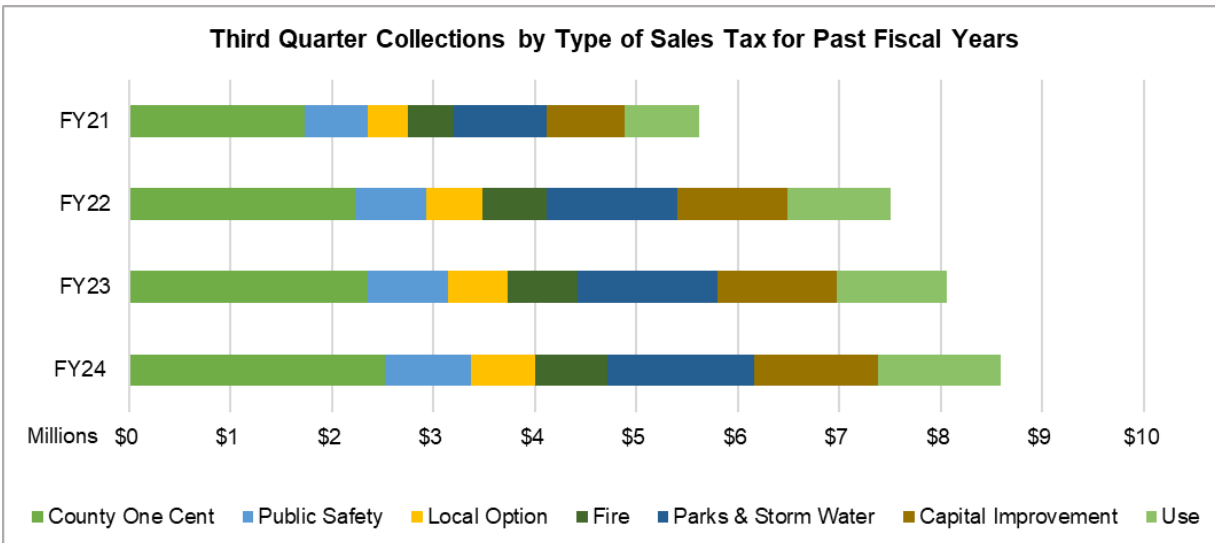


Sales tax collections, in total, have increased compared to FY21 by 52.7% and by 7.0% as compared to FY23.

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

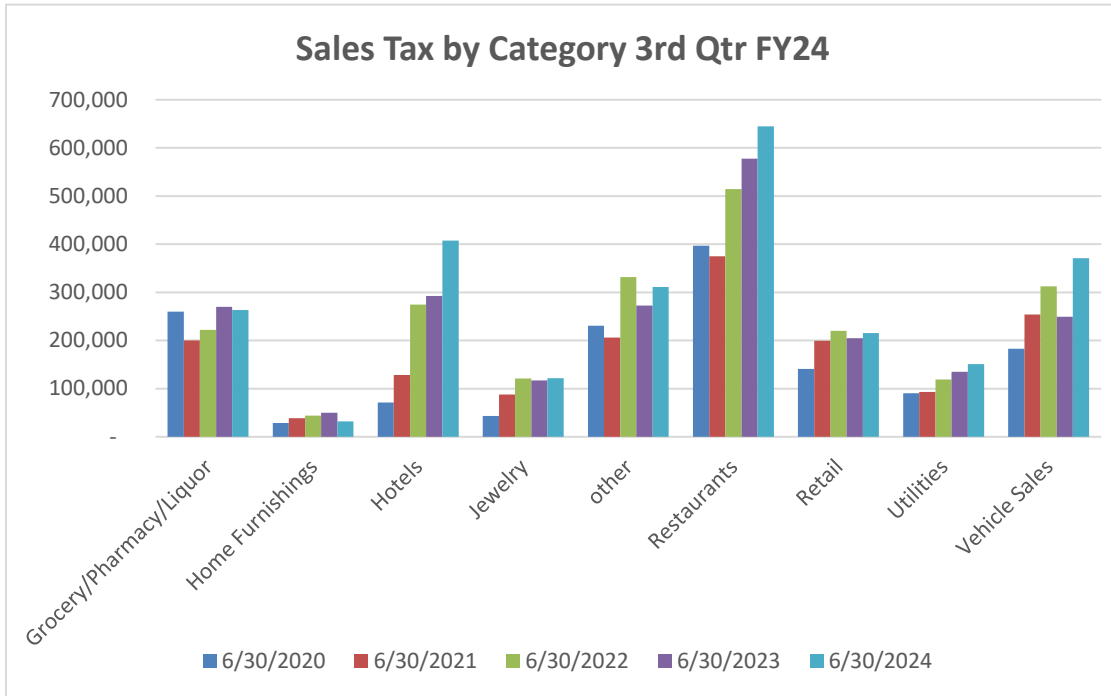
### Comparisons Through 3Q

	FY21	FY22	FY23	FY24	% Change FY21 - FY24	% Change FY23 - FY24
County One Cent	\$1,727,461	\$2,228,481	\$2,355,055	\$2,523,697	36.3%	6%
Public Safety	625,629	700,838	782,611	848,429	25.1%	12%
Local Option	393,602	549,588	591,580	624,921	50.3%	8%
Fire	453,075	640,018	689,449	720,423	52.2%	8%
Parks & Storm Water	909,166	1,280,099	1,378,938	1,440,915	51.7%	8%
Capital Improvement	772,795	1,088,087	1,172,996	1,225,812	51.8%	8%
Use	740,621	1,017,686	1,084,743	1,199,073	46.5%	7%
<b>Total</b>	<b>\$5,622,349</b>	<b>\$7,504,796</b>	<b>\$8,055,372</b>	<b>\$8,583,270</b>	<b>52.7%</b>	<b>7.0%</b>



**Sales Tax Reported by Category**

Historical third quarter sales tax reports indicate that sales taxes are fluctuating across all industries. Restaurants have increased 71.9% compared to FY21 and 11.6% compared to this same time period a year ago in FY23. Sales taxes from hotels have increased 39.2% compared to last year in FY23 and are 216.6% higher compared to FY21 during the pandemic.



## Analysis of Revenue and Expenditures

This financial report is for the 3rd quarter of fiscal year 2024 ending June 30, 2024 (FY24). Significant highlights are summarized below.

### Summary of All Funds

FY24 year-to-date activity shows a surplus of \$5,235,210 in all governmental funds. Revenue and other financing sources total \$35.45 million at the end of this period and are \$1,175,969 more than in the third quarter of last year.

Expenditures and other financing uses total \$30.21 million and are \$322,980 more than the amount spent through the 3rd quarter of FY23.

<b>All Funds Summary</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Revenue	\$39,564,529	\$30,619,701	\$41,568,707	\$31,724,320
Other Financing Sources	4,390,782	3,650,778	4,615,745	3,722,128
Revenue & OFS	43,955,311	34,270,479	46,184,452	35,446,448
Expenditures	36,230,878	26,333,884	46,085,825	26,560,871
Other Financing Uses	4,353,400	3,554,374	4,505,223	3,650,367
Expenditures & OFU	40,584,278	29,888,258	50,591,048	30,211,238
Surplus (Deficit)	\$3,371,034	\$4,382,221	(\$4,406,596)	\$5,235,210

### General Fund

The General Fund shows a surplus of \$2,743,639 for FY24 compared to last year's surplus of \$2,196,220 for the 3rd quarter.

Revenue: Revenue and transfers-in totals \$24.3 million, or \$588,928 more than the 3rd quarter of FY23. Utility taxes are \$510,925 lower than the 3rd quarter of FY23, property taxes are \$230,118 higher than the 3rd quarter of FY23 and parking revenues are \$70,160 lower than the 3rd quarter of FY23.

Expenditures: Expenditures for FY24 second quarter are \$21.6 million, which is \$41,510 more than expenditures for the same period last year. Personnel expenditures, the largest expenditure category, accounts for 72.8% of budgeted expenses.

<b>General Fund Summary</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Revenue	\$30,099,913	\$22,822,250	\$29,141,726	\$23,378,042
Other Financing Sources	1,194,713	896,636	1,235,681	929,771
Revenue & OFS	31,294,625	23,718,885	30,377,407	24,307,814
Expenditures	29,435,884	21,522,665	30,590,818	21,564,175
Other Financing Uses	59,023	0	0	0
Expenditures & OFU	29,494,907	21,522,665	30,590,818	21,564,175
Surplus (Deficit)	\$1,799,719	\$2,196,220	(\$213,411)	\$2,743,639

## Special Revenue Funds

The Sewer Lateral Fund received revenue of \$98,338, but only \$36,000 in expenditures were incurred through the 3rd quarter of FY24. In the Special Business District (SBD) Fund, revenue of \$546,174 was received, with most of the property taxes having been received by the end of the 3rd quarter.

<b>Special Revenue Funds</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Sewer Lateral Revenue	\$99,318	\$96,583	\$97,817	\$98,338
SBD Revenue	532,903	528,673	588,544	546,174
Total Revenue	632,220	625,256	686,361	644,513
Sewer Lateral Expenditures	70,200	58,200	80,000	36,000
SBD Other Financing Uses	537,699	403,274	589,166	441,874
Expenditures & OFU	607,899	461,474	669,166	477,874
Surplus (Deficit)	\$24,321	\$163,782	\$17,195	\$166,638

## Equipment Replacement Fund

Revenue and other financing sources are \$2,151,613 for the 3rd quarter, which is \$480,351 higher than FY23. Expenditures are \$991,907 for the 3rd quarter FY24, compared to \$1,069,168 in the prior year. Expenditures vary based on the items budgeted to be purchased in a particular year.

<b>Equipment Replacement Fund</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Revenue	\$462,544	\$252,383	\$304,794	\$374,756
Other Financing Sources	1,860,505	1,418,879	2,292,264	1,776,856
Revenue & OFS	2,323,049	1,671,262	2,597,058	2,151,613
Expenditures	1,640,878	1,069,168	2,844,057	991,907
Other Financing Uses	261,164	261,164	0	0
Expenditures & Other Financing Uses	1,902,042	1,330,332	2,844,057	991,907
Surplus (Deficit)	\$421,007	\$340,930	(\$246,999)	\$1,159,706

## Capital Improvement Fund

Revenue and other financing sources are \$4.79 million compared to \$4.75 million for the same period last fiscal year. The expenditures and other financing uses are \$4.35 million compared to \$3.72 million in FY23.

<b>Capital Improvement Fund</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Revenue	\$5,783,163	\$4,484,644	\$7,661,174	\$4,794,815
Other Financing Sources	261,164	261,164	0	0
Revenue & other financing sources	6,044,327	4,745,808	7,661,174	4,794,815
Expenditures	2,004,255	832,573	5,972,586	1,138,986
Other Financing Uses	3,495,514	2,889,936	3,916,057	3,208,493
Expenditures & Other Financing Uses	5,499,770	3,722,508	9,888,643	4,347,479
Surplus (Deficit)	\$544,558	\$1,023,300	(\$2,227,469)	\$447,336

## 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.

<b>Bond Construction Funds</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
2014 Bond Revenue	\$33,305	\$27,296	\$975,535	\$26,439
Center Revenue	0	0	0	0
Ice Rink Revenue	0	0	0	0
Total Revenue	33,305	27,296	975,535	26,439
Other Financing Sources	500,000	500,000	500,000	500,000
Revenue & OFS	533,305	527,296	1,475,535	526,439
2014 Bond Expenditures	148,056	66,093	3,633,264	75,685
Center Expenditures	0	0	0	0
Ice Rink Expenditures	0	0	0	0
Total Expenditures	148,056	66,093	3,633,264	75,685
Surplus (Deficit)	\$385,249	\$461,203	(\$2,157,729)	\$450,754

## Debt Service Funds

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

<b>Debt Service Funds</b>				
	<b>FY23 Actual</b>	<b>FY23 Actual Through 3rd Quarter</b>	<b>FY24 Amended Budget</b>	<b>FY24 Actual Through 3rd Quarter</b>
Revenue	\$2,553,384	\$2,407,873	\$2,799,117	\$2,505,755
Other Financing Sources	574,400	574,100	587,800	515,500
Revenue & other financing sources	3,127,784	2,981,973	3,386,917	3,021,255
Expenditures	2,931,604	2,785,186	2,965,100	2,754,118
Other Financing Uses	0	0	0	0
Expenditures & Other Financing Uses	2,931,604	2,785,186	2,965,100	2,754,118
Surplus (Deficit)	\$196,180	\$196,787	\$421,817	\$267,137



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**All Funds**

	<u>FY 2023</u>			<u>FY 2024</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
General Fund	29,824,239	30,099,913	22,822,250	29,729,664	29,141,726	23,378,042	80.2%	555,793
Sewer Lateral Fund	95,568	99,318	96,583	97,817	97,817	98,338	100.5%	1,756
Special Business District Fund*	532,310	532,903	528,673	588,544	588,544	546,174	92.8%	17,501
Equipment Replacement Fund	391,262	462,544	252,383	276,167	304,794	374,756	123.0%	122,373
Capital Improvement Fund	5,730,282	5,783,163	4,484,644	6,912,836	7,661,174	4,794,815	62.6%	310,171
Bond Construction Funds	33,305	33,305	27,296	975,535	975,535	26,439	2.7%	(857)
Debt Service Funds	2,540,588	2,553,384	2,407,873	2,799,117	2,799,117	2,505,755	89.5%	97,882
Total Revenue	39,147,554	39,564,529	30,619,701	41,379,680	41,568,707	31,724,320	76.3%	1,104,619
Other Financing Sources	4,388,677	4,390,782	3,650,778	4,615,745	4,615,745	3,722,128	80.6%	71,349
<b>Total Revenue &amp; Other Financing Sources</b>	<b>43,536,231</b>	<b>43,955,311</b>	<b>34,270,479</b>	<b>45,995,425</b>	<b>46,184,452</b>	<b>35,446,448</b>	<b>76.7%</b>	<b>1,175,969</b>
<b>Expenditures</b>								
General Fund	29,487,197	29,435,884	21,522,665	30,275,615	30,590,818	21,564,175	70.5%	41,510
Sewer Lateral Fund	70,200	70,200	58,200	80,000	80,000	36,000	45.0%	(22,200)
Equipment Replacement Fund	1,770,453	1,640,878	1,069,168	2,490,828	2,844,057	991,907	34.9%	(77,261)
Capital Improvement Fund	1,951,652	2,004,255	832,573	6,581,572	5,972,586	1,138,986	19.1%	306,414
Bond Construction Funds	144,464	148,056	66,093	2,159,652	3,633,264	75,685	2.1%	9,592
Debt Service Funds	2,936,350	2,931,604	2,785,186	2,965,100	2,965,100	2,754,118	92.9%	(31,068)
Total Expenditures	36,360,316	36,230,878	26,333,884	44,552,767	46,085,825	26,560,871	57.6%	226,986
Other Financing Uses	4,345,670	4,353,400	3,554,374	4,505,223	4,505,223	3,650,367	81.0%	95,993
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>40,705,986</b>	<b>40,584,278</b>	<b>29,888,258</b>	<b>49,057,990</b>	<b>50,591,048</b>	<b>30,211,238</b>	<b>59.7%</b>	<b>322,980</b>
<b>Surplus (Deficit)</b>	<b>2,830,245</b>	<b>3,371,034</b>	<b>4,382,221</b>	<b>(3,062,565)</b>	<b>(4,406,596)</b>	<b>5,235,210</b>		

\*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.

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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 2023			FY 2024			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Property Taxes	6,875,887	6,874,250	6,901,583	7,351,815	7,351,815	7,131,701	97.0%	230,118
Licenses, Permits & Fees	3,274,750	3,294,937	2,323,568	3,884,379	3,298,441	2,507,935	76.0%	184,367
Sales Tax	6,289,356	6,289,356	4,418,695	6,067,537	6,067,537	4,717,469	77.7%	298,774
Utilities	6,068,630	6,102,376	4,559,786	5,629,590	5,629,590	4,048,861	71.9%	(510,925)
Intergovernmental	2,196,316	2,231,943	1,413,050	2,382,409	2,382,409	1,584,355	66.5%	171,305
Parks & Recreation	839,803	853,885	466,662	865,591	863,591	474,308	54.9%	7,645
Fines & Forfeitures	839,279	839,670	638,353	760,334	760,334	574,003	75.5%	(64,350)
Parking	2,213,107	2,210,577	1,491,516	2,059,538	2,059,538	1,421,356	69.0%	(70,160)
Miscellaneous	1,227,111	1,402,919	609,036	728,471	728,471	918,055	126.0%	309,019
<b>Total Revenue</b>	<b>29,824,239</b>	<b>30,099,913</b>	<b>22,822,250</b>	<b>29,729,664</b>	<b>29,141,726</b>	<b>23,378,042</b>	<b>80.2%</b>	<b>555,793</b>
Other Financing Sources	1,192,908	1,194,713	896,636	1,235,681	1,235,681	929,771	75.2%	33,136
<b>Total Revenue &amp; Other Financing Sources</b>	<b>31,017,147</b>	<b>31,294,625</b>	<b>23,718,885</b>	<b>30,965,345</b>	<b>30,377,407</b>	<b>24,307,814</b>	<b>80.0%</b>	<b>588,928</b>
<b>Expenditures</b>								
Personnel Services	20,033,049	20,002,065	15,010,446	22,092,883	22,012,741	16,026,699	72.8%	1,016,253
Contractual Services	7,891,534	7,910,936	5,436,506	6,562,080	6,763,231	4,389,549	64.9%	(1,046,956)
Commodities	1,407,352	1,385,179	965,562	1,368,545	1,446,070	962,279	66.5%	(3,283)
Capital Outlay	155,262	137,704	110,151	252,107	368,776	185,647	50.3%	75,495
<b>Total Expenditures</b>	<b>29,487,197</b>	<b>29,435,884</b>	<b>21,522,665</b>	<b>30,275,615</b>	<b>30,590,818</b>	<b>21,564,175</b>	<b>70.5%</b>	<b>41,510</b>
Other Financing Uses	51,593	59,023	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>29,538,790</b>	<b>29,494,907</b>	<b>21,522,665</b>	<b>30,275,615</b>	<b>30,590,818</b>	<b>21,564,175</b>	<b>70.5%</b>	<b>41,510</b>
<b>Surplus (Deficit)</b>	<b>1,478,357</b>	<b>1,799,719</b>	<b>2,196,220</b>	<b>689,730</b>	<b>(213,411)</b>	<b>2,743,639</b>		

**General Fund Expenditures by Department**

	FY 2023			FY 2024			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Expenditures</b>								
Board of Aldermen & City Clerk	76,817	76,817	57,147	84,378	84,378	51,966	61.6%	(5,181)
City Manager	801,371	800,371	584,157	690,307	690,307	537,948	77.9%	(46,208)
Economic Development & Events	699,981	696,041	480,777	864,049	864,049	505,224	58.5%	24,447
Finance & Administration	3,004,791	2,992,250	2,293,413	3,766,681	3,785,581	2,564,887	67.8%	271,473
Planning & Development	1,153,379	1,151,382	733,931	1,265,910	1,224,312	909,060	74.3%	175,130
Police	7,000,446	6,997,173	5,258,048	7,760,122	7,760,122	5,638,822	72.7%	380,774
Fire	6,779,158	6,780,044	5,103,406	7,106,136	7,184,286	5,386,196	75.0%	282,790
Public Works	6,738,201	6,723,159	4,777,227	5,220,246	5,489,241	3,440,393	62.7%	(1,336,833)
Parks & Recreation	2,673,134	2,655,532	1,759,122	2,847,402	2,838,158	1,926,639	67.9%	167,517
Insurance	559,919	563,116	475,438	670,384	670,384	603,039	90.0%	127,602
<b>Total Expenditures</b>	<b>29,487,197</b>	<b>29,435,884</b>	<b>21,522,665</b>	<b>30,275,615</b>	<b>30,590,818</b>	<b>21,564,175</b>	<b>70.5%</b>	<b>41,510</b>
Other Financing Uses	51,593	59,023	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>29,538,790</b>	<b>29,494,907</b>	<b>21,522,665</b>	<b>30,275,615</b>	<b>30,590,818</b>	<b>21,564,175</b>	<b>70.5%</b>	<b>41,510</b>

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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>FY2023</u>			<u>FY 2024</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Sewer Lateral Fees	94,250	94,115	93,583	94,250	94,250	93,333	99.0%	(249)
Interest Income	1,318	5,202	3,000	3,567	3,567	5,005	140.3%	2,005
<b>Total Revenue</b>	<b>95,568</b>	<b>99,318</b>	<b>96,583</b>	<b>97,817</b>	<b>97,817</b>	<b>98,338</b>	<b>100.5%</b>	<b>1,756</b>
Other Financing Sources	-	-	-	-	-	-	-	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>95,568</b>	<b>99,318</b>	<b>96,583</b>	<b>97,817</b>	<b>97,817</b>	<b>98,338</b>	<b>100.5%</b>	<b>1,756</b>
<b>Expenditures</b>								
Sewer Lateral Expenditures	70,200	70,200	58,200	80,000	80,000	36,000	45.0%	(22,200)
<b>Total Expenditures</b>	<b>70,200</b>	<b>70,200</b>	<b>58,200</b>	<b>80,000</b>	<b>80,000</b>	<b>36,000</b>	<b>45.0%</b>	<b>(22,200)</b>
Other Financing Uses	-	-	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>70,200</b>	<b>70,200</b>	<b>58,200</b>	<b>80,000</b>	<b>80,000</b>	<b>36,000</b>	<b>45.0%</b>	<b>(22,200)</b>
<b>Surplus (Deficit)</b>	<b>25,368</b>	<b>29,118</b>	<b>38,383</b>	<b>17,817</b>	<b>17,817</b>	<b>62,338</b>		

**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>FY2023</u>			<u>FY 2024</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Property Tax	531,145	526,207	524,802	587,744	587,744	542,315	92.3%	17,513
Investment Income	1,165	6,695	3,871	800	800	3,860	482.5%	(12)
<b>Total Revenue</b>	<b>532,310</b>	<b>532,903</b>	<b>528,673</b>	<b>588,544</b>	<b>588,544</b>	<b>546,174</b>	<b>92.8%</b>	<b>17,501</b>
Other Financing Sources	-	-	-	-	-	-	-	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>532,310</b>	<b>532,903</b>	<b>528,673</b>	<b>588,544</b>	<b>588,544</b>	<b>546,174</b>	<b>92.8%</b>	<b>17,501</b>
<b>Other Financing Uses</b>	<b>537,699</b>	<b>537,699</b>	<b>403,274</b>	<b>589,166</b>	<b>589,166</b>	<b>441,874</b>	<b>75.0%</b>	<b>38,600</b>
<b>Surplus (Deficit)</b>	<b>(5,389)</b>	<b>(4,796)</b>	<b>125,399</b>	<b>(622)</b>	<b>(622)</b>	<b>104,300</b>		

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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 2023</u>			<u>FY 2024</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Interest Income	270,909	342,192	191,949	255,932	255,932	306,237	119.7%	114,288
Miscellaneous and Grants	120,353	120,353	60,434	20,235	48,862	68,520	140.2%	8,085
Total Revenue	391,262	462,544	252,383	276,167	304,794	374,756	123.0%	122,373
Other Financing Sources	1,860,505	1,860,505	1,418,879	2,292,264	2,292,264	1,776,856	77.5%	357,978
<b>Total Revenue &amp; Other Financing Sources</b>	<b>2,251,767</b>	<b>2,323,049</b>	<b>1,671,262</b>	<b>2,568,431</b>	<b>2,597,058</b>	<b>2,151,613</b>	<b>82.8%</b>	<b>480,351</b>
<b>Expenditures</b>								
Technology Projects	150,560	150,560	97,921	204,888	204,888	50,230	0	(47,691)
Vehicles and Equipment	1,619,893	1,490,318	971,247	2,285,940	2,639,169	941,676	35.7%	(29,570)
<b>Total Expenditures</b>	<b>1,770,453</b>	<b>1,640,878</b>	<b>1,069,168</b>	<b>2,490,828</b>	<b>2,844,057</b>	<b>991,907</b>	<b>34.9%</b>	<b>(77,261)</b>
Other Financing Uses	261,164	261,164	261,164	-	-	-	-	(261,164)
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>2,031,617</b>	<b>1,902,042</b>	<b>1,330,332</b>	<b>2,490,828</b>	<b>2,844,057</b>	<b>991,907</b>	<b>34.9%</b>	<b>(338,425)</b>
<b>Surplus (Deficit)</b>	<b>220,150</b>	<b>421,007</b>	<b>340,930</b>	<b>77,603</b>	<b>(246,999)</b>	<b>1,159,706</b>		

**Capital Improvement Fund**

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

	<u>FY 2023</u>			<u>FY 2024</u>			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Property Taxes	3,000	3,147	3,147	3,000	3,000	4,375	145.8%	1,229
Capital Improvement Sales Tax	1,567,258	1,567,258	1,172,996	1,543,400	1,543,400	1,225,812	79.4%	52,817
Parks & Stormwater Sales Tax	1,345,516	1,345,516	1,006,512	1,407,193	1,407,193	1,069,694	76.0%	63,182
Use Tax	1,497,050	1,497,050	1,084,743	1,408,535	1,408,535	1,199,073	85.1%	114,330
Road & Bridge Tax	1,066,002	1,066,002	1,070,049	1,087,514	1,087,514	1,043,579	96.0%	(26,471)
Grants & Donations	41,120	41,121	(1,397)	1,269,800	2,018,138	11,788	0.6%	13,184
Interest Income/Other	205,144	258,683	144,206	191,202	191,202	233,694	122.2%	89,489
Special Assessments	5,192	4,388	4,388	2,192	2,192	6,799	310.2%	2,411
Total Revenue	5,730,282	5,783,163	4,484,644	6,912,836	7,661,174	4,794,815	62.6%	310,171
Other Financing Sources	261,164	261,164	261,164	-	-	-	-	(261,164)
<b>Total Revenue &amp; Other Financing Sources</b>	<b>5,991,446</b>	<b>6,044,327</b>	<b>4,745,808</b>	<b>6,912,836</b>	<b>7,661,174</b>	<b>4,794,815</b>	<b>62.6%</b>	<b>49,007</b>
<b>Expenditures</b>								
Expenditures	1,951,652	2,004,255	832,573	6,581,572	5,972,586	1,138,986	19.1%	306,414
Other Financing Uses	3,495,214	3,495,514	2,889,936	3,916,057	3,916,057	3,208,493	81.9%	318,557
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>5,446,866</b>	<b>5,499,770</b>	<b>3,722,508</b>	<b>10,497,629</b>	<b>9,888,643</b>	<b>4,347,479</b>	<b>44.0%</b>	<b>624,971</b>
<b>Surplus (Deficit)</b>	<b>544,580</b>	<b>544,558</b>	<b>1,023,300</b>	<b>(3,584,793)</b>	<b>(2,227,469)</b>	<b>447,336</b>		

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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.

	FY 2023			FY 2024			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Grants	-	-	-	965,535	965,535	-	-	-
Interest Income	33,305	33,305	27,296	10,000	10,000	26,439	264.4%	(857)
Total Revenue	33,305	33,305	27,296	975,535	975,535	26,439	2.7%	(857)
Other Financing Sources	-	-	-	-	-	-	-	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>33,305</b>	<b>33,305</b>	<b>27,296</b>	<b>975,535</b>	<b>975,535</b>	<b>26,439</b>	<b>2.7%</b>	<b>(857)</b>
<b>Expenditures</b>								
Professional Services General	-	-	-	-	300,000	-	-	-
Curbs and Sidewalks	68,321	71,913	71	48,000	99,750	45,199	45.3%	45,127
Streetscapes	-	-	-	2,080,555	2,439,049	-	-	-
Alleys	-	-	-	-	-	-	-	-
Roads and lots Resurfacing	76,143	76,143	66,022	31,097	794,465	30,486	3.8%	(35,536)
Total Expenditures	144,464	148,056	66,093	2,159,652	3,633,264	75,685	2.1%	9,592
Other Financing Uses	-	-	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>144,464</b>	<b>148,056</b>	<b>66,093</b>	<b>2,159,652</b>	<b>3,633,264</b>	<b>75,685</b>	<b>2.1%</b>	<b>9,592</b>
<b>Surplus (Deficit)</b>	<b>(111,159)</b>	<b>(114,751)</b>	<b>(38,797)</b>	<b>(1,184,117)</b>	<b>(2,657,729)</b>	<b>(49,246)</b>		

**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.

	FY 2023			FY 2024			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Donations	-	-	-	-	-	-	-	-
Interest Income	-	-	-	-	-	-	-	-
Total Revenue	-	-	-	-	-	-	-	-
Other Financing Sources	-	-	-	-	-	-	-	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>								
Contribution to CRSWC	-	-	-	-	-	-	-	-
Park Improvements Shaw Park	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Other Financing Uses	-	-	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		

**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.

	FY 2023			FY 2024			Budget % Received/ Expended	\$ Over (Under) Prior Year
	Amended Budget	Final Actual	Actual Thru June	Adopted Budget	Amended Budget	Actual Thru June		
<b>Revenue</b>								
Interest Income	-	-	-	-	-	-	-	-
<b>Total Revenue</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Other Financing Sources	500,000	500,000	500,000	500,000	500,000	500,000	100.0%	-
<b>Total Revenue &amp; Other Financing Sources</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>	<b>100.0%</b>	<b>-</b>
<b>Expenditures</b>								
Park Improvements Shaw Park	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-
Other Financing Uses	-	-	-	-	-	-	-	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>500,000</b>	<b>500,000</b>	<b>500,000</b>		

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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.

	<b>FY 2023</b>			<b>FY 2024</b>			<b>Budget % Received/ Expended</b>	<b>\$ Over (Under) Prior Year</b>
	<b>Amended Budget</b>	<b>Final Actual</b>	<b>Actual Thru June</b>	<b>Adopted Budget</b>	<b>Amended Budget</b>	<b>Actual Thru June</b>		
<b>Revenue</b>								
2011 Bond Issue	-	-	-	-	-	-	0.0%	-
2014 General Obligation Bonds	-	-	-	-	-	-	0.0%	-
2019 Refunding & Improvement Bonds	1,691,646	1,694,206	1,562,160	1,744,612	1,744,612	1,616,956	92.7%	54,796
2021 SO Refunding Bond	138	-	0	-	-	265	-	265
2022 GO Refunding Bond	848,804	859,177	845,713	1,054,505	1,054,505	888,534	84.3%	42,821
Total Revenue	2,540,588	2,553,384	2,407,873	2,799,117	2,799,117	2,505,755	89.5%	97,882
<b>Other Financing Sources</b>								
2011 Bond Issue	-	-	-	-	-	-	-	-
2014 General Obligation Bonds	-	-	-	-	-	-	-	-
2019 Refunding & Improvement Bonds	-	-	-	-	-	-	-	-
2021 SO Refunding Bond	574,100	574,400	574,100	587,800	587,800	515,500	87.7%	(58,600)
2022 GO Refunding Bond	-	-	-	-	-	-	-	-
Total Other Financing Sources	574,100	574,400	574,100	587,800	587,800	515,500	87.7%	(58,600)
<b>Total Revenue &amp; Other Financing Sources</b>	<b>3,114,688</b>	<b>3,127,784</b>	<b>2,981,973</b>	<b>3,386,917</b>	<b>3,386,917</b>	<b>3,021,255</b>	<b>89.2%</b>	<b>39,282</b>
<b>Expenditures</b>								
2011 Bond Issue	-	-	-	-	-	-	0.0%	-
2014 General Obligation Bonds	-	-	-	-	-	-	-	-
2019 Refunding & Improvement Bonds	1,431,150	1,429,786	1,429,468	1,428,900	1,428,900	1,426,900	99.9%	(2,568)
2021 SO Refunding Bond	576,100	574,418	574,418	587,800	587,800	515,818	87.8%	(58,600)
2022 GO Refunding Bond	929,100	927,400	781,300	948,400	948,400	811,400	85.6%	30,100
Total Expenditures	2,936,350	2,931,604	2,785,186	2,965,100	2,965,100	2,754,118	92.9%	(31,068)
<b>Other Financing Uses</b>								
2011 Bond Issue	-	-	-	-	-	-	-	-
2014 Bonds for Capital Projects	-	-	-	-	-	-	-	-
2019 Refunding & Improvement Bonds	-	-	-	-	-	-	-	-
2021 SO Refunding Bond	-	-	-	-	-	-	-	-
2022 GO Refunding Bond	-	-	-	-	-	-	-	-
Total Other Financing Uses	-	-	-	-	-	-	0.0%	-
<b>Total Expenditures &amp; Other Financing Uses</b>	<b>2,936,350</b>	<b>2,931,604</b>	<b>2,785,186</b>	<b>2,965,100</b>	<b>2,965,100</b>	<b>2,754,118</b>	<b>92.9%</b>	<b>(31,068)</b>
<b>Surplus (Deficit)</b>	<b>178,338</b>	<b>196,180</b>	<b>196,787</b>	<b>421,817</b>	<b>421,817</b>	<b>267,137</b>		



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:** SEPTEMBER 10, 2024  
**SUBJECT:** ORDINANCE – 3RD 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 third amendment to the Fiscal Year 2024 (FY24) budget.

<b>ALL FUNDS</b>	<b>FY 2024</b>	<b>Amendments</b>	<b>3rd Quarter</b>	<b>FY 2024</b>	
	<b>Amended</b>	<b>Previously</b>	<b>Amendment</b>	<b>Budget After</b>	<b>%</b>
	<b>Budget</b>	<b>Approved</b>	<b>Requested</b>	<b>Amendment</b>	<b>Change</b>
<b>Beginning Fund Balance</b>	\$46,909,128			\$46,909,128	
<b>Revenues</b>	\$45,995,425	(\$54,535)	\$243,562	\$46,184,452	<b>0.4%</b>
<b>Expenditures</b>	\$49,057,990	\$1,350,552	\$182,506	\$50,591,048	<b>3.1%</b>
<b>Net Change</b>		(\$1,405,087)	\$61,056		
<b>Ending Fund Balance</b>	\$43,846,563			\$42,502,532	

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

### **General Fund**

Revenue—Increase of \$243,562.

- Increase due to increased permit revenue.

Expenditures—Increase of \$164,981

- Increase due to flood repairs from July 2022 flood, light repairs, and facility and equipment maintenance.

### **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—No change

Expenditures—No change

**Capital Improvement Fund**

Revenue—No change

Expenditures—Increase of \$17,525

- Increase due to delayed payment of final invoice for Ice Rink project because of invoicing error by contractor.

**Bond Construction Funds**

Revenue—No Change

Expenditures—No change

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 an increase of \$61,056.



BILL NO. 7042

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

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**AN ORDINANCE AMENDING THE FISCAL YEAR 2024 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 was amended on March 26<sup>th</sup>, July 23<sup>rd</sup>, and is to be amended in the 3rd 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:

	<b>FY 2024</b>	<b>Amendments</b>	<b>3rd Quarter</b>	<b>FY 2024</b>
	<b>Original</b>	<b>Previously</b>	<b>Amendment</b>	<b>Budget After</b>
	<b>Budget</b>	<b>Approved</b>	<b>Requested</b>	<b>Amendment</b>
<b>Revenues</b>	\$45,995,425	(\$54,535)	\$243,562	\$46,184,452
<b>Expenditures</b>	\$49,057,990	\$1,350,552	\$182,506	\$50,591,048

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 10th day of September 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

City of Clayton			EXHIBIT 1-1					
3rd Quarter Fiscal Year (FY) 2024 Budget Amendment								
			FY 24 Budget					
			FY 24 Original	1st Quarter	2nd Quarter	3rd Quarter	FY 24 Budget	%
Fund	Fund Name	Type	Budget	Amendment	Amendment	Amendment	After	Change
							Amendment	
10	General	Beginning Fund Balance	23,942,088				23,942,088	
	Fund	Revenues	30,965,345	0	(831,500)	243,562	30,377,407	-1.9%
		Expenditures	30,275,615	113,670	36,552	164,981	30,590,818	1.0%
		Ending Fund Balance	24,631,818	(113,670)	(868,052)	78,581	23,728,677	-3.7%
20	Sewer Lateral	Beginning Fund Balance	132,828				132,828	
	Fund	Revenues	97,817	0	0	0	97,817	0.0%
		Expenditures	80,000	0	0	0	80,000	0.0%
		Ending Fund Balance	150,645	0	0	0	150,645	0.0%
21	Special	Beginning Fund Balance	85,756				85,756	
	Business	Revenues	588,544	0	0	0	588,544	0.0%
	District Fund	Expenditures	589,166	0	0	0	589,166	0.0%
		Ending Fund Balance	85,134	0	0	0	85,134	0.0%
50	Equipment	Beginning Fund Balance	9,643,404				9,643,404	
	Replacement	Revenues	2,568,431	28,627	0	0	2,597,058	1.1%
		Expenditures	2,490,828	369,295	(16,066)	0	2,844,057	14.2%
		Ending Fund Balance	9,721,007	(340,668)	16,066	0	9,396,405	-3.3%
51	Capital	Beginning Fund Balance	8,662,237				8,662,237	
	Improvement	Revenues	6,912,836	748,338	0	0	7,661,174	10.8%
	Fund	Expenditures	10,497,629	(626,511)	0	17,525	9,888,643	-5.8%
		Ending Fund Balance	5,077,444	1,374,849	0	(17,525)	6,434,768	26.7%
61	2014 Bond	Beginning Fund Balance	3,180,891				3,180,891	
	Construction	Revenues	975,535	0	0	0	975,535	0.0%
	Fund	Expenditures	2,159,652	1,473,612	0	0	3,633,264	68.2%
		Ending Fund Balance	1,996,774	(1,473,612)	0	0	523,162	-73.8%
62	Center of Clayton	Beginning Fund Balance	0				0	
	Construction	Revenues	0	0	0	0	0	0.0%
	Fund	Expenditures	0	0	0	0	0	0.0%
		Ending Fund Balance	0	0	0	0	0	0.0%
63	Ice Rink	Beginning Fund Balance	(814,543)				-814,543	
	Construction	Revenues	500,000	0	0	0	500,000	0.0%
	Fund	Expenditures	0	0	0	0	0	0.0%
		Ending Fund Balance	(314,543)	0	0	0	-314,543	0.0%
All	Debt Service	Beginning Fund Balance	2,076,467				2,076,467	
	Funds	Revenues	3,386,917	0	0	0	3,386,917	0.0%
		Expenditures	2,965,100	0	0	0	2,965,100	0.0%
		Ending Fund Balance	2,498,284	0	0	0	2,498,284	0.0%
		Beginning Fund Balances	46,909,128				46,909,128	
		TOTAL REVENUES	45,995,425	776,965	(831,500)	243,562	46,184,452	0.4%
		TOTAL EXPENDITURES	49,057,990	1,330,066	20,486	182,506	50,591,048	3.1%
		Ending Fund Balances	43,846,563	(553,101)	(851,986)	61,056	42,502,532	-3.1%

City of Clayton		EXHIBIT 1-2	
3rd Quarter Budget Amendment - FY 2024			
Account #	Account Name	3rd Quarter Amendment	Description
<b>Revenue</b>			
<b>GENERAL FUND</b>			
10.20.10-433.11	Building Permits Building	\$ 180,000.00	Projects permitted earlier than expected
10.20.10-433.12	Building Permits Plumbing	\$ 3,600.00	Projects permitted earlier than expected
10.20.10-434.11	Planning and Zoning Permits and Fees Sign Permits	\$ 3,000.00	Multiple revised sign districts for multi tenant office buildings
10.20.10-434.12	Planning and Zoning Permits and Fees Occupancy Permits	\$ 2,500.00	Slightly more commercial occupancy permits than estimated
10.20.10-434.13	Planning and Zoning Permits and Fees Tenancy Permits	\$ 18,000.00	Additional residential occupancy of new development
10.20.10-434.18	Planning and Zoning Permits and Fees Site Plan Review - ARB	\$ 3,500.00	Additional ARB projects
10.20.10-438.10	Service Fees General	\$ 34,962.00	Forfeited landscape deposits
10.50.10-444.16	Other Parks & Recreation Events	\$ 7,000.00	Moved date of Wine & Whiskey Walk from November to September
10.50.10-444.17	Other Parks & Recreation Dog Park Passes	\$ (9,000.00)	Fewer than anticipated annual pass sales
	General Fund Total	243,562.00	
	Total Revenue Amendment	243,562.00	
Account #	Account Name	3rd Quarter Amendment	Description
<b>Expenditures</b>			
<b>GENERAL FUND</b>			
10.40.40-670	Waste and Recycling	\$ 60,000.00	Transition period payment
10.40.42-635.13	Professional Services Architects & Engineers	\$ 6,000.00	Unfunded July 2022 flood repairs & City Hall interior painting specs
10.40.42-755.10	Other Supplies and Materials General	\$ 8,725.00	July 2022 flood furniture replacement & emergency heater
10.40.42-755.14	Other Supplies and Materials Maintenance Parts	\$ 7,500.00	10 S Brentwood HVAC repairs
10.40.42-850	Facility Improvements	\$ 45,500.00	City Hall South Elevation window replacement and July 2022 flood repairs
10.40.43-630.14	Maintenance and Repair Vehicles	\$ 13,500.00	Sweeper preventative maintenance and skid-steer grinder hydraulic pump repairs
10.40.45-640.10	Service Contracts General	\$ 25,000.00	Country Club Ct light repairs/boring, Langton/Halifax & Brentwood/Forsyth bases
10.40.45-755.19	Replacement lights, cable and lighting systems parts	\$ 8,000.00	2 quad light purchase Brentwood/Forsyth
10.50.10-500	Administration - Full Time Salaries	\$ (27,352.00)	Full time staff vacancies
10.50.10-570.11	Administration - Medical Insurance premiums	\$ (11,162.00)	Full time staff vacancies
10.50.60-601.13	Aquatics - Utilities Sewer	\$ (13,075.00)	Did not have to drain SPAC competition pool or dive tank in FY24
10.50.64-505.10	Park Operations - Part Time General	\$ (10,000.00)	Fewer seasonal hires than anticipated
10.50.64-630.12	Park Operations - Maintenance & Repair - Facilities	\$ 21,300.00	Roof repairs & water damage at #2 Oak Konll Park
10.50.64-640.10	Park Operations - Service Contract General	\$ 24,045.00	Cleaning and repair of playground turf; Tennis Center storm damage fence repair
10.50.69-505.10	CCF - Part Time General	\$ 7,000.00	Increased rate of pay for CCF part time associate
	General Fund Total	164,981.00	
<b>CAPITAL IMPROVEMENT FUND</b>			
51.50.64-870.11	Park Improvements Shaw Park	\$ 17,525.00	Final payment for Ice Rink project delayed due to invoicing error by contractor.
	Capital Improvement Fund Total	17,525.00	
	<b>Total Expenditure Amendment</b>	<b>182,506.00</b>	



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  
**DATE:** SEPTEMBER 10, 2024  
**SUBJECT:** ORDINANCE - ESTABLISHING SECTION 225.095 TO REQUIRE NOTICE OF THE TENANT BILL OF RIGHTS

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The Board of Aldermen is considering the establishment of a Tenant Bill of Rights (Resolution 2024-13). Section IV of the Tenant Bill of Rights requires the following access to information:

1. The Tenant Bill of Rights or notice thereof must be posted on the premises of each rental property containing three (3) or more units in the City of Clayton.
2. Property owners or their designated property managers must provide a copy of the Tenant Bill of Rights to each leaseholder.

The attached ordinance will make the notification requirement enforceable.

Staff recommends approval of the attached ordinance.

BILL NO. 7043

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

AN ORDINANCE ESTABLISHING SECTION 225.095 NOTICE OF TENANT BILL OF RIGHTS

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WHEREAS, tenants in Clayton, as in many other communities, may face discrimination in the rental market on the basis of race, color, national origin, religion, sex, familial status, disability, gender identity, sexual orientation, source of income, and much more, and these factors limit tenants' ability to access and keep safe and affordable housing; and

WHEREAS, the Board of Aldermen believes that every person should have safe, accessible, affordable homes and is committed to tenant and housing provider rights now and in the future; and

WHEREAS, the Board of Aldermen has adopted a Tenant Bill of Rights; and

WHEREAS, tenants of properties within the City of Clayton should be given access to the Tenant Bill of Rights;

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

**Section 1.** Article III of Chapter 225 of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended by the addition of one new Section, initially to be designated as Section 225.095, to read as follows:

**Chapter 225. Human Rights**

**Article III. Miscellaneous Provisions**

**Section 225.095. Notice of Tenant Bill of Rights**

- A. The Tenant Bill of Rights adopted by the Board of Aldermen, or notice thereof, must be posted on the premises of each rental property containing three (3) or more residential units at a location reasonably calculated to come to the attention of tenants residing on the premises.
- B. Property owners or their designated property managers must provide a copy of the Tenant Bill of Rights as adopted by the Clayton Board of Aldermen from time to time to each leaseholder at the time of entering into a lease.

**Section 2.** The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

**Section 3.** It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

**Section 4.** This Ordinance shall be in full force and effect after its passage by the Board of Aldermen and on and after November 1, 2024.

**Passed by the Board of Aldermen this 10<sup>th</sup> day of September 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  
TONI SIERING, DIRECTOR OF PARKS & RECREATION  
**DATE:** SEPTEMBER 10, 2024  
**SUBJECT:** RESOLUTION – FY2025 CLAYTON RECREATION, SPORTS AND WELLNESS COMMISSION (CRSWC) BUDGET FOR THE CENTER OF CLAYTON

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You will find attached a copy of the proposed Fiscal Year 2025 CRSWC Budget for the Center of Clayton. This budget includes revenues and expenses for the period October 1, 2024 through September 30, 2025 for the three CRSWC Funds --- Operating, Equipment Replacement and Capital. The Clayton Recreation, Sports and Wellness Commission considered this budget on August 16, 2024, and approved it as proposed. On September 4, 2024, the budget was presented at the Joint Meeting of the Board of Aldermen and Board of Education.

### **Fund 80: CRSWC Operating Fund**

In the Operating Fund, the revenue projection targets an increase over FY24 end of year estimates of 13% amounting to \$3,791,048. The significant sources of revenue (85%) will continue to be from the sale of memberships, daily passes, and programs. Additional income (15%) is generated through rentals, food service, and other miscellaneous income.

A membership fee increase for FY25 has been included in this budget. Membership fees were last raised in FY23. Staff recognizes that a fee increase is necessary at the Center based on the increased cost of personnel, supplies and utilities. The Finance Committee considered several scenarios and recommended a rate increase to both membership fees and daily fees in FY25. The CRSWC approved an average 4.5% rate increase to membership and 8% increase to daily fees effective October 1, 2024 at its May 10, 2024 meeting.

Throughout the current fiscal year, we have continued to see steady growth in membership and are projecting that these numbers will increase as we dive deeper into our marketing efforts and focus on retention. We have included 5% growth in all membership categories.

Overall FY25 program revenue is projected to increase by 1% over FY24 year-end estimates. The FY25 budget proposes all free fitness classes to be included with a membership. This new membership benefit is intended to increase membership sales and retention. Additional

emphasis will focus on Personal Training and swim lessons (where staffing is available). Rentals, Food Service and other miscellaneous revenue remain similar.

Total expenses are projected to increase by 10% amounting to \$4,233,321 in FY25, compared to the FY24 estimated year-end of \$3,821,230. These increases over FY24 year-end estimates are partially a result of a new full-time marketing specialist position for FY25 and several full-time personnel vacancies in FY24. Part-time personnel costs also increased due to the addition of evening Kid Center services and offering all fitness classes for free for Center members, as additional class offerings are expected due to increased demand. An average 3% merit increase for part-time staff is included in this budget.

In addition to increased personnel costs, many supplies and contractual services have increased due to rising inflationary pressures. Purchasing cooperative programs are used whenever possible. Finally, utility costs are projected to increase as well, with a significant increase to sewer in FY25.

Overall, the Operating Fund reflects a 13% increase in revenue over the FY24 year-end estimates and 10% increase in expenditures over the FY24 year-end projections. The Operating Fund is projected to end with a fund balance of (\$442,273) in FY25.

#### **Fund 81: CRSWC Equipment Replacement Fund**

This fund is utilized for the purchase, repair, and maintenance of fitness equipment, IT equipment or other equipment utilized throughout the Center. Funded through the contributions of the City and School District, expenditures will exceed revenues in FY25. The proposed budget includes cash payments for fitness equipment, including the annual replacement of cardio equipment, for a total expense of \$40,000, increased by \$10,000 from FY24. The purchase of new cycling bikes is recommended and included at a cost of \$48,000. A major IT project is also included in the amount of \$89,000. Additional expenditures in the ERF budget are \$34,300 for FY25 and include a new commercial washer, new bleachers, as well as preventive maintenance and repair of all basketball goals.

Overall, the Equipment Replacement Fund reflects \$100,000 in revenue and \$208,700 in expenditures in FY25. The ERF Fund ends with a fund balance of (\$108,700) at the end of FY25.

#### **Fund 82: CRSWC Capital Fund**

This fund is utilized for expenditures that are related to improvements to the Center that add substantial value or improve the expected useful life of the facility or physical plant equipment. Funded through the contributions of the City and School District, expenditures will exceed revenues in FY25 largely due to the flat roof coating over the gymnasiums. New pool heaters and minimal amounts for unplanned equipment and interior facility expenses are also included in the capital budget.

Overall, the Capital Fund reflects \$200,000 in revenue and \$309,190 in expenditures in FY25. The Capital Fund ends with a fund balance of (\$109,190) at the end of FY25.

#### **Summary**

Contributions from the parent organizations have been budgeted at \$300,000 each in FY25 – with \$150,000 each budgeted for the Operating Fund, \$50,000 each to the ERF and



\$100,000 each to the Capital Fund. As you can see from the fund summary, with this funding level we are projecting a negative fund balance of (\$660,163) at the end of FY25.

In addition to their cash contributions, both parent organizations continue to provide in-kind to support to The Center per the partnership agreements. The Center also provides a venue for athletics, physical education and community events for the City and District.

Overall, the FY25 CRSWC budget reflects \$4,091,048 in revenue and \$4,751,211 in expenditures with a total fund balance of (\$660,163) at the end of FY25.

**Recommendation:** To approve the CRSWC Budget for FY25 as submitted.

**RESOLUTION NO. 2024-15**

**WHEREAS**, Section 8.3 of the Amended and Restated Operation and Maintenance Agreement by and among the City of Clayton (“City”), the School District of Clayton (“District”) and the Clayton Recreation, Sports and Wellness Commission (“CRSWC”) provides that the City’s Board of Aldermen is to consider the proposed operating and capital improvement budget of the CRSWC before the start of each fiscal year after a recommendation from the Commission; and

**WHEREAS**, the CRSWC has duly considered a proposed operating and capital improvement budget for the next fiscal year and recommended its approval by the City; and

**WHEREAS**, the Board of Aldermen wishes to now fulfill its responsibilities by considering and approving a budget for the operation of the Center of Clayton in order to support and promote the health and wellness of the citizens of Clayton;

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

1. The proposed October 1, 2023, through September 30, 2024, (“Fiscal Year 2024”) capital improvements, equipment replacement and operating budget for the Clayton Recreation, Sports and Wellness Commission as heretofore recommended by the Commission, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, is hereby endorsed, and approved by the City of Clayton.
2. The City of Clayton will include a planned annual contribution of \$300,000 in the City’s capital budget to subsidize the operation of the Center of Clayton as contemplated by the CRSWC budget approved hereby.

Adopted this 10<sup>th</sup> day of September 2024.

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Mayor

ATTEST:

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City Clerk

# CRSWC FUND SUMMARY

As of 8/13/2024

<b>2022 Actual</b>	<b>Operating Fund (80)</b>	<b>ERF (81)</b>	<b>Capital Fund (82)</b>	<b>Total</b>
Starting balance 10/01/21	\$0	\$0	\$0	\$0
Revenue	\$2,486,332	\$100,000	\$386,894	\$2,973,226
Expenses	\$2,938,184	\$63,105	\$214,901	\$3,216,190
Net	(\$451,852)	\$36,895	\$171,993	(\$242,964)
Ending Balance 9/30/22	(\$451,852)	\$36,895	\$171,993	(\$242,964)
<hr/>				
<b>2023 Actual</b>	<b>Operating Fund (80)</b>	<b>ERF (81)</b>	<b>Capital Fund (82)</b>	<b>Total</b>
Starting balance 10/01/22	\$0	\$0	\$0	\$0
Revenue	\$3,197,091	\$100,000	\$200,000	\$3,497,091
Expenses	\$3,427,240	\$61,761	\$111,335	\$3,600,336
Net	(\$230,149)	\$38,239	\$88,665	(\$103,245)
Ending Balance 9/30/23	(\$230,149)	\$38,239	\$88,665	(\$103,245)
<hr/>				
<b>2024 Adopted Budget</b>	<b>Operating Fund (80)</b>	<b>ERF (81)</b>	<b>Capital Fund (82)</b>	<b>Total</b>
Starting balance 10/01/23	\$0	\$0	\$0	\$0
Revenue	\$3,297,928	\$100,000	\$200,000	\$3,597,928
Expenses	\$3,848,433	\$66,536	\$93,650	\$4,008,619
Net	(\$550,505)	\$33,464	\$106,350	(\$410,691)
Ending Balance 9/30/24	(\$550,505)	\$33,464	\$106,350	(\$410,691)
<hr/>				
<b>2024 Estimated Amount</b>	<b>Operating Fund (80)</b>	<b>ERF (81)</b>	<b>Capital Fund (82)</b>	<b>Total</b>
Starting balance 10/01/23	\$0	\$0	\$0	\$0
Revenue	\$3,364,493	\$100,000	\$200,000	\$3,664,493
Expenses	\$3,821,230	\$63,811	\$126,101	\$4,011,142
Net	(\$456,737)	\$36,189	\$73,899	(\$346,649)
Ending Balance 9/30/24	(\$456,737)	\$36,189	\$73,899	(\$346,649)
<hr/>				
<b>2025 Proposed Budget</b>	<b>Operating Fund (80)</b>	<b>ERF (81)</b>	<b>Capital Fund (82)</b>	<b>Total</b>
Starting balance 10/01/24	\$0	\$0	\$0	\$0
Revenue	\$3,791,048	\$100,000	\$200,000	\$4,091,048
Expenses	\$4,233,321	\$208,700	\$309,190	\$4,751,211
Net	(\$442,273)	(\$108,700)	(\$109,190)	(\$660,163)
Ending Balance 9/30/25	(\$442,273)	(\$108,700)	(\$109,190)	(\$660,163)
<hr/>				
<b>Fund 80: Operating Fund</b>				
<b>Fund 81: Equipment Replacement Fund</b>				
<b>Fund 82: Capital Fund</b>				

## EXHIBIT A

## CRSWC Revenue &amp; Expenditures

Budget Basis

v2

	2025 Budget	2024 Estimate	2024 Budget	2023 Actual	2022 Actual
<b>Operating Revenues</b>					
Admissions	\$2,594,486	\$2,195,750	\$2,154,190	\$2,047,209	\$1,508,191
Programs	\$632,762	\$628,975	\$589,963	\$619,465	\$477,026
Rentals	\$138,900	\$127,600	\$133,550	\$121,966	\$106,149
Child care	\$190	\$190	\$190	\$100	\$25
Miscellaneous	\$63,550	\$54,175	\$61,875	\$50,382	\$41,465
<b>Total Operating Revenues</b>	<b>\$3,429,888</b>	<b>\$3,006,690</b>	<b>\$2,939,768</b>	<b>\$2,839,122</b>	<b>\$2,132,856</b>
<b>Operating Expenses</b>					
Building operations	\$1,692,325	\$1,274,212	\$1,276,472	\$1,085,023	\$923,511
Administration	\$1,697,416	\$1,440,014	\$1,534,555	\$1,333,134	\$1,178,501
Aquatics	\$688,331	\$666,867	\$648,671	\$604,150	\$453,854
Fitness	\$483,224	\$448,722	\$382,512	\$329,268	\$264,104
Sports	\$114,965	\$112,602	\$107,459	\$102,565	\$97,077
Depreciation				\$904,808	\$908,673
General recreation	\$74,950	\$68,725	\$58,950		\$36,537
<b>Total Operating Expenses</b>	<b>\$4,751,211</b>	<b>\$4,011,142</b>	<b>\$4,008,619</b>	<b>\$4,358,948</b>	<b>\$3,862,257</b>
<b>Operating Loss</b>	<b>-\$1,321,323</b>	<b>-\$1,004,452</b>	<b>-\$1,068,851</b>	<b>-\$1,519,826</b>	<b>-\$1,729,401</b>
<b>Nonoperating Revenues (Expenses)</b>					
Utility Reimbursement	\$58,160	\$56,000	\$55,160	\$54,532	\$50,622
Nonoperating Revenues from affiliates	\$746,649	\$503,245	\$503,245	\$642,964	\$954,058
Investment Income	\$3,000	\$1,803	\$3,000	\$3,440	\$2,854
<b>Nonoperating Revenues (Expenses)</b>	<b>\$807,809</b>	<b>\$561,048</b>	<b>\$561,405</b>	<b>\$700,936</b>	<b>\$1,007,534</b>
<b>Loss Before Contributions</b>	<b>-\$513,514</b>	<b>-\$443,404</b>	<b>-\$507,446</b>	<b>-\$818,890</b>	<b>-\$721,867</b>
<b>Capital Contributions From Affiliates</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$386,894</b>
<b>Change in Net Position</b>	<b>-\$313,514</b>	<b>-\$243,404</b>	<b>-\$307,446</b>	<b>-\$618,890</b>	<b>-\$334,973</b>
Net position (beginning of year)	\$17,081,600	\$17,325,004	\$17,325,004	\$17,943,894	\$18,278,867
Restatement					-\$37,798
Net position (end of year)	<u>\$16,768,086</u>	<u>\$17,081,600</u>	<u>\$17,017,558</u>	<u>\$17,325,004</u>	<u>\$17,943,894</u>
<b>Adjustments to Change in Net Position</b>					
1 Payments received for prior year deficit	-\$346,649	-\$103,245	-\$103,245	-\$242,964	-\$554,058
2 Exclude Renovation Fund activity					
Renovation Fund Expenses					
Renovation Fund Revenue				\$904,808	\$908,673
Add back depreciation					
4 Add back net expense of asset purchases				-\$146,199	-\$262,606
<b>Operational Outcome in Current Year</b>	<b>-\$660,163</b>	<b>-\$346,649</b>	<b>-\$410,691</b>	<b>-\$103,245</b>	<b>-\$242,964</b>
Additional billing for above deficit	\$660,163	\$346,649	\$410,691	\$103,245	\$242,964
Ultimate Outcome of Current Year	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

Account Number	Account Description	2022 Actual Amount	2023 Actual Amount	2024 Adopted Budget	2024 Estimated Amount	2025 Proposed Budget	% Change 2024 Amended Budget	% Change 2024 Estimated Amount
<b>Fund: 80 - CRSWC Operations</b>								
<b>REVENUES</b>								
<b>Department: 10 - Revenue</b>								
<i>100 - Interest Income</i>								
470.11	Interest and Dividends Interest on Investments	2,854.02	3,440.11	3,000.00	1,803.00	3,000.00	0%	66%
<i>Account Classification Total: 100 - Interest Income</i>		<b>\$2,854.02</b>	<b>\$3,440.11</b>	<b>\$3,000.00</b>	<b>\$1,803.00</b>	<b>\$3,000.00</b>	<b>0%</b>	<b>66%</b>
<i>130 - Other Financing Sources</i>								
494.11	Contributions from Affiliates City of Clayton	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	0%	0%
494.12	Contributions from Affiliates Clayton School District	150,000.00	150,000.00	150,000.00	150,000.00	150,000.00	0%	0%
<i>Account Classification Total: 130 - Other Financing Sources</i>		<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>\$300,000.00</b>	<b>0%</b>	<b>0%</b>
<b>Department Total: 10 - Revenue</b>		<b>\$302,854.02</b>	<b>\$303,440.11</b>	<b>\$303,000.00</b>	<b>\$301,803.00</b>	<b>\$303,000.00</b>	<b>0%</b>	<b>0%</b>
<b>Department: 50 - Parks and Recreation</b>								
<b>Program: 10 - Administration</b>								
<i>10 - General</i>								
446.10	Center General	4,080.00	3,850.00	5,250.00	5,250.00	5,250.00	0%	0%
<i>Account Classification Total: 10 - General</i>		<b>\$4,080.00</b>	<b>\$3,850.00</b>	<b>\$5,250.00</b>	<b>\$5,250.00</b>	<b>\$5,250.00</b>	<b>0%</b>	<b>0%</b>
<i>11 - Membership</i>								
446.11.10	Center Memberships Resident-Adult	144,649.49	175,615.16	182,320.00	190,000.00	217,501.00	19%	14%
446.11.11	Center Memberships Resident-Youth	23,168.17	26,073.77	25,500.00	23,000.00	25,300.00	-1%	10%
446.11.12	Center Memberships Resident-Senior	118,777.47	143,071.60	150,500.00	151,000.00	175,000.00	16%	16%
446.11.13	Center Memberships Resident-Family	360,282.47	487,318.14	504,500.00	520,000.00	600,000.00	19%	15%
446.11.14	Center Memberships Non-Resident-Adult	116,808.18	174,409.40	184,500.00	185,000.00	225,000.00	22%	22%
446.11.15	Center Memberships Non-Resident-Youth	16,607.04	23,151.52	23,300.00	20,000.00	22,000.00	-6%	10%
446.11.16	Center Memberships Non-Resident-Senior	90,994.76	143,870.55	148,400.00	156,000.00	180,000.00	21%	15%
446.11.17	Center Memberships Non-Resident-Family	146,737.02	211,762.22	221,500.00	235,000.00	335,843.00	52%	43%
446.11.18	Center Memberships Corporate	389,659.35	510,558.47	551,200.00	555,000.00	640,000.00	16%	15%
<i>Account Classification Total: 11 - Membership</i>		<b>\$1,407,683.95</b>	<b>\$1,895,830.83</b>	<b>\$1,991,720.00</b>	<b>\$2,035,000.00</b>	<b>\$2,420,644.00</b>	<b>22%</b>	<b>19%</b>
<i>12 - Admission</i>								
446.12.10	Center Admissions Resident-Adult	22,133.07	30,930.33	32,825.00	34,000.00	35,350.00	8%	4%
446.12.11	Center Admissions Resident-Youth	15,848.00	26,209.00	29,680.00	26,000.00	32,648.00	10%	26%
446.12.12	Center Admissions Resident-Senior	1,767.03	2,912.00	3,190.00	3,200.00	3,480.00	9%	9%
446.12.14	Center Admissions Non-Resident-Adult	26,264.00	47,427.00	47,600.00	49,000.00	51,000.00	7%	4%
446.12.15	Center Admissions Non-Resident-Youth	9,770.00	17,227.00	18,000.00	18,000.00	19,500.00	8%	8%
446.12.16	Center Admissions Non-Resident-Senior	1,023.00	2,158.00	2,145.00	2,300.00	2,324.00	8%	1%
446.12.18	Center Admissions Corporate	11,778.00	10,846.00	13,250.00	12,000.00	13,250.00	0%	10%
446.12.19	Center Admissions Punch Card	7,846.00	9,819.00	10,530.00	11,000.00	11,040.00	5%	0%
<i>Account Classification Total: 12 - Admission</i>		<b>\$96,429.10</b>	<b>\$147,528.33</b>	<b>\$157,220.00</b>	<b>\$155,500.00</b>	<b>\$168,592.00</b>	<b>7%</b>	<b>8%</b>
<i>13 - Rentals</i>								
446.13.10	Center Rentals Aerobics	308.75	530	300	500	500	67%	0%
446.13.11	Center Rentals Meeting Rooms	54,164.99	72,626.16	77,000.00	75,000.00	77,000.00	0%	3%
446.13.12	Center Rentals Gymnasium	16,568.75	8,837.50	18,000.00	10,000.00	18,000.00	0%	80%
446.13.13	Center Rentals Climbing Walls	1,570.00	1,023.75	1,500.00	1,100.00	1,350.00	-10%	23%
446.13.14	Center Rentals Leisure Pool	19,577.50	21,621.28	19,450.00	22,000.00	23,050.00	19%	5%
446.13.15	Center Rentals Competition Pool	15,426.42	17,327.49	17,300.00	19,000.00	19,000.00	10%	0%
<i>Account Classification Total: 13 - Rentals</i>		<b>\$107,616.41</b>	<b>\$121,966.18</b>	<b>\$133,550.00</b>	<b>\$127,600.00</b>	<b>\$138,900.00</b>	<b>4%</b>	<b>9%</b>
<i>14 - Programs</i>								
446.14.10	Center Programs Fitness-In-House	19,130.68	26,873.29	20,002.00	30,000.00	13,231.00	-34%	-56%
446.14.11	Center Programs Fitness-Contractual	14,613.00	21,744.00	21,275.00	21,850.00	20,930.00	-2%	-4%
446.14.12	Center Programs Fitness-Personal Training	124,107.30	133,993.15	120,661.00	140,000.00	153,800.00	27%	10%
446.14.13	Center Programs Sports-In-House	70,371.93	102,512.58	101,325.00	108,000.00	109,000.00	8%	1%
446.14.14	Center Programs Sports-Contractual	57,656.00	45,058.50	40,000.00	48,500.00	45,971.00	15%	-5%
446.14.15	Center Programs Sports-Climbing Wall	8,280.00	8,740.52	8,420.00	9,350.00	9,450.00	12%	1%
446.14.16	Center Programs Aquatics-In-House	130,293.97	193,304.62	199,150.00	195,000.00	199,150.00	0%	2%
446.14.17	Center Programs Aquatics-Contractual	224.00	1,895.00	2,130.00	6,800.00	7,030.00	230%	3%
446.14.18	Center Programs General-Instructional	52,347.86	85,342.47	77,000.00	69,475.00	74,200.00	-4%	7%

Account Number	Account Description	2022 Actual Amount	2023 Actual Amount	2024 Adopted Budget	2024 Estimated Amount	2025 Proposed Budget	% Change 2024 Amended Budget	% Change 2024 Estimated Amount
<i>Account Classification Total: 11 - Programs</i>		\$477,024.74	\$619,464.13	\$589,963.00	\$628,975.00	\$632,762.00	7%	1%
<i>15 - Concessions</i>								
446.15.10	Center Concessions Catering	1,340.24	512.03	1,200.00	475	1,750.00	46%	268%
446.15.11	Center Concessions Vending Machines	16,056.70	15,308.67	18,000.00	15,500.00	18,000.00	0%	16%
<i>Account Classification Total: 11 - Concessions</i>		\$17,396.94	\$15,820.70	\$19,200.00	\$15,975.00	\$19,750.00	3%	24%
<i>446 - Other</i>								
446.24	Center Child Care	25.00	100	190	190	190	0%	0%
446.25	Center Utility Lease Payments	50,621.89	54,531.55	55,160.00	56,000.00	58,160.00	5%	4%
<i>Account Classification Total: 11 - Other</i>		\$50,646.89	\$54,631.55	\$55,350.00	\$56,190.00	\$58,350.00	5%	4%
<i>Account Classification Total: 70 - Parks &amp; Recreation</i>		\$2,160,878.03	\$2,859,091.72	\$2,952,253.00	\$3,024,490.00	\$3,444,248.00	17%	14%
<i>110 - Miscellaneous</i>								
479	Sale of Merchandise	115.00	181	4,800.00	200	4,800.00	0%	2300%
480.10	Other Miscellaneous General	23,952.86	34,378.44	37,875.00	38,000.00	39,000.00	3%	3%
<i>Account Classification Total: 110 - Miscellaneous</i>		\$24,067.86	\$34,559.44	\$42,675.00	\$38,200.00	\$43,800.00	3%	15%
<b>Program Total: 10 - Administration</b>		\$302,854.02	\$303,440.11	\$303,000.00	\$301,803.00	\$303,000.00	0%	0%
<b>Department Total: 50 - Parks and Recreation</b>		\$2,184,945.89	\$2,893,651.16	\$2,994,928.00	\$3,062,690.00	\$3,488,048.00	16%	14%
<b>REVENUES Total</b>		\$2,487,799.91	\$3,197,091.27	\$3,297,928.00	\$3,364,493.00	\$3,791,048.00	15%	13%

EXPENSES

Department: 50 - Parks and Recreation

Program: 10 - Administration

10 - Personal Services

500	Full-Time Salaries	442,087.51	488,596.34	558,525.08	509,552.00	608,440.00	9%	19%
505.10	Part-Time General	194,372.37	247,146.39	290,000.16	289,634.00	336,690.00	16%	16%
510	Overtime	17,028.69	15,411.17	14,397.00	14,059.00	16,875.00	17%	20%
540	FICA - Employer Portion	48,197.95	54,463.10	64,911.91	62,213.00	73,594.00	13%	18%
550	Group Life Insurance	1,817.09	2,178.20	2,542.40	2,315.00	2,779.00	9%	20%
560	Dental Insurance	2,671.00	5,314.05	6,085.44	4,585.00	5,787.00	-5%	26%
570.11	Medical Insurance Premiums	77,380.92	81,703.77	96,545.68	61,115.00	82,940.00	-14%	36%
570.12	Medical Insurance HRA Reimbursement	1,575.18	1,791.80	2,835.00	2,214.00	2,520.00	-11%	14%
580	Pension Plan	49,901.91	47,293.59	37,931.42	35,514.00	53,365.00	41%	50%
590	Workers Compensation	6,243.05	7,216.24	15,341.02	12,916.00	17,216.00	12%	33%
<i>Account Classification Total: 10 - Personal Services</i>		\$841,275.67	\$951,114.65	\$1,089,115.11	\$994,117.00	\$1,200,206.00	10%	21%
<i>20 - Contractual Services</i>								
600	Postage	3,285.28	3,818.78	10,479.00	8,415.00	9,794.00	-7%	16%
605.11	Utilities Telephone and Cable	3,649.55	3,473.32	3,150.00	2,800.00	4,350.00	38%	55%
610.10	Travel and Training General	4,553.85	1,977.91	6,975.00	6,975.00	13,900.00	99%	99%
615	Printing and Photography	3,309.65	23,524.71	30,427.00	27,000.00	28,285.00	-7%	5%
620	Dues and Memberships	3,292.75	3,070.60	2,810.00	2,700.00	2,996.00	7%	11%
625	Advertising	12,915.75	4,128.00	19,650.00	22,643.00	26,240.00	34%	16%
635.12	Professional Services Legal	3,869.00	2,411.50	3,500.00	3,500.00	3,500.00	0%	0%
635.14	Professional Services Financial	15,500.00	10,000.00	16,601.00	21,000.00	17,700.00	7%	-16%
635.15	Professional Services Technology	70,842.08	68,360.48	85,444.00	87,590.00	93,175.00	9%	6%
640.10	Service Contracts General	7,227.08	51,149.11	22,016.00	20,000.00	30,144.00	37%	51%
655	Banking and Credit Card Fees	72,312.49	86,719.79	85,936.00	95,000.00	105,309.00	23%	11%
665	Education Benefits	0.00	2,415.00	1	1	1	0%	0%
676	Employee Relations	1,504.10	2,210.53	3,250.00	3,250.00	3,415.00	5%	5%
685.11	Insurance Premiums Property	67,239.25	72,122.50	81,000.00	81,000.00	81,000.00	0%	0%
685.12	Insurance Premiums General Liability	22,330.00	25,194.00	27,000.00	28,000.00	27,000.00	0%	-4%
685.13	Insurance Premiums Surety Forgery and Burglary Bond	320.84	275	700	875	925.00	32%	6%
685.14	Insurance Premiums Public Officials Liability	8,704.75	9,580.67	9,900.00	10,115.00	10,600.00	7%	5%
685.17	Insurance Premiums Unemployment Compensation	6,495.31	0	7,000.00	1	7,000.00	0%	699900%
686.11	Insurance Deductibles and Losses Property - Buildings and Misc	0.00	0	5,000.00	1	5,000.00	0%	499900%
<i>Account Classification Total: 20 - Contractual Services</i>		\$307,351.73	\$370,431.90	\$420,839.00	\$420,866.00	\$470,334.00	12%	12%

30 - Commodities

Account Number	Account Description	2022 Actual Amount	2023 Actual Amount	2024 Adopted Budget	2024 Estimated Amount	2025 Proposed Budget	% Change 2024 Amended Budget	% Change 2024 Estimated Amount
700.10	Office Supplies General	4,703.35	4,001.05	8,836.00	8,826.00	9,535.00	8%	8%
700.12	Office Supplies Publications	14,840.83	0	200	200	200	0%	0%
730.10	Recreation Supplies General	5,271.28	6,642.68	7,205.00	7,205.00	7,500.00	4%	4%
760	Uniforms and Clothing	2,019.01	2,259.73	2,760.00	3,100.00	3,680.00	33%	19%
770	Meetings and Receptions	2,814.81	3,196.20	3,200.00	3,300.00	3,560.00	11%	8%
780	Sales Merchandise	417.00	10.98	2,400.00	2,400.00	2,400.00	0%	0%
<i>Account Classification Total: 30 - Commodities</i>		\$30,066.28	\$16,110.64	\$24,601.00	\$25,031.00	\$26,875.00	23%	13%
<i>40 - Capital Outlay</i>								
896	Depreciation Expense	0.00	0.00	0.00	0.00	0.00	0%	0%
<i>Account Classification Total: 40 - Capital Outlay</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	0%
<b>Program Total: 10 - Administration</b>		\$1,178,693.68	\$1,337,657.19	\$1,534,555.11	\$1,440,014.00	\$1,697,415.00	11%	18%
<b>Program: 42 - Facility Maintenance</b>								
<i>20 - Contractual Services</i>								
605.11	Utilities Telephone and Cable	7,301.01	5,274.58	13,904.00	11,000.00	17,495.00	26%	59%
605.12	Utilities Water	45,600.20	55,730.53	66,250.00	66,250.00	68,000.00	3%	3%
605.13	Utilities Sewer	37,727.91	41,561.99	41,132.00	46,000.00	66,240.00	61%	44%
605.14	Utilities Natural Gas	139,901.09	143,435.82	164,000.00	150,000.00	155,000.00	-5%	3%
605.15	Utilities Electricity	305,329.72	310,530.61	375,000.00	338,000.00	350,000.00	-7%	4%
640.10	Service Contracts General	33,709.14	27,308.01	43,450.00	56,000.00	58,550.00	35%	5%
640.11	Service Contracts Building Maintenance	267,061.70	327,154.19	325,000.00	331,000.00	369,000.00	14%	11%
<i>Account Classification Total: 20 - Contractual Services</i>		\$836,630.77	\$910,995.73	\$1,028,736.00	\$998,250.00	\$1,084,285.00	44%	7%
<i>30 - Commodities</i>								
715.11	Agriculture Supplies Plant Materials	1,037.56	6,258.82	9,300.00	9,300.00	9,300.00	0%	0%
755.10	Other Supplies and Materials General	7,457.01	1,821.80	0	0	0	0%	0%
755.11	Other Supplies and Materials Rental Supplies	810.79	469.13	750	750	750	0%	0%
755.21	Other Supplies and Materials Janitorial	46,664.17	70,567.73	75,500.00	75,000.00	79,000.00	5%	5%
755.22	Other Supplies and Materials Chemicals	23,271.50	0	0	0	0	0%	0%
760	Uniforms and Clothing	1,837.61	464.66	2,000.00	1,000.00	1,100.00	-45%	10%
<i>Account Classification Total: 30 - Commodities</i>		\$1,078.64	\$79,582.14	\$87,550.00	\$86,050.00	\$90,150.00	10%	1%
<b>Program Total: 42 - Facility Maintenance</b>		\$1,917,709.41	\$990,577.87	\$1,116,286.00	\$1,084,300.00	\$1,174,435.00	5%	8%
<b>Program: 60 - Aquatics</b>								
<i>10 - Personal Services</i>								
505.10	Part-Time General	68,217.29	100,979.34	122,000.04	121,852.00	127,870.05	5%	5%
510	Overtime	61.88	0	0	0	0	0%	0%
540	FICA - Employer Portion	5,223.46	7,724.80	9,333.48	9,322.00	9,782.03	5%	5%
590	Workers Compensation	817.43	1,201.51	2,275.20	2,561.00	2,237.73	-2%	-13%
<i>Account Classification Total: 10 - Personal Services</i>		\$74,320.06	\$109,905.65	\$133,608.72	\$133,735.00	\$139,889.81	9%	26%
<i>20 - Contractual Services</i>								
640.10	Service Contracts General	1,068.00	12,068.10	15,212.00	15,212.00	15,412.00	1%	1%
640.14	Service Contracts Aquatic Management	371,383.81	448,605.00	462,995.00	481,000.00	495,000.00	7%	3%
<i>Account Classification Total: 20 - Contractual Services</i>		\$372,451.81	\$460,673.10	\$478,207.00	\$496,212.00	\$510,412.00	16%	6%
<i>30 - Commodities</i>								
710	Minor Supplies and Equipment	530.76	3,621.71	2,400.00	2,400.00	2,475.00	3%	3%
720	Medical Supplies	1,326.16	2,639.81	2,985.00	3,000.00	3,105.00	4%	3%
730.10	Recreation Supplies General	3,674.21	3,557.15	4,350.00	4,400.00	4,550.00	5%	3%
755.22	Other Supplies and Materials Chemicals	439.95	22,911.58	25,520.00	25,520.00	26,300.00	3%	3%
760	Uniforms and Clothing	1,112.00	840.14	1,600.00	1,600.00	1,600.00	0%	0%
<i>Account Classification Total: 30 - Commodities</i>		\$7,083.08	\$33,570.39	\$36,855.00	\$36,920.00	\$38,030.00	-2%	4%
<b>Program Total: 60 - Aquatics</b>		\$453,854.95	\$604,149.14	\$648,670.72	\$666,867.00	\$688,331.81	6%	3%
<b>Program: 63 - Sports Programs</b>								
<i>10 - Personal Services</i>								
505.10	Part-Time General	38,856.55	50,963.33	56,619.00	55,152.00	58,667.00	4%	6%
510	Overtime	278.53	270.02	406	400	521	28%	30%
540	FICA - Employer Portion	2,993.93	3,919.42	4,363.00	4,250.00	4,528	4%	7%
590	Workers Compensation	562.16	848.84	936	1,070.00	1,036.00	11%	-3%
<i>Account Classification Total: 10 - Personal Services</i>		\$42,691.17	\$56,001.61	\$62,324.00	\$60,872.00	\$64,752.00	13%	7%

Account Number	Account Description	2022 Actual Amount	2023 Actual Amount	2024 Adopted Budget	2024 Estimated Amount	2025 Proposed Budget	% Change 2024 Amended Budget	% Change 2024 Estimated Amount
<i>20 - Contractual Services</i>								
640.10	Service Contracts General	42,981.65	31,935.97	28,000.00	33,950.00	32,127.00	15%	-5%
<i>Account Classification Total: 20 - Contractual Services</i>		\$42,981.65	\$31,935.97	\$28,000.00	\$33,950.00	\$32,127.00	-31%	0%
<i>30 - Commodities</i>								
730.10	Recreation Supplies General	11,202.50	13,902.52	16,655.00	16,655.00	17,286.00	4%	4%
760	Uniforms and Clothing	200.00	725.52	480	1125	800	67%	-29%
<i>Account Classification Total: 30 - Commodities</i>		\$11,402.50	\$14,628.04	\$17,135.00	\$17,780.00	\$18,086.00	29%	28%
<b>Program Total: 63 - Sports Programs</b>		\$97,075.32	\$102,565.62	\$107,459.00	\$112,602.00	\$114,965.00	7%	2%
<b>Program: 66 - Fitness</b>								
<i>10 - Personal Services</i>								
505.10	Part-Time General	209,095.91	261,664.40	306,880.00	367,020.00	398,000.00	30%	8%
510	Overtime	4,237.64	4,805.51	4,641.00	5,110.00	5,111.00	10%	0%
540	FICA - Employer Portion	16,247.74	20,372.85	23,832.00	28,468.00	30447.00	28%	7%
590	Workers Compensation	2,055.55	2,434.03	5,109.00	6,024.00	6,705.00	31%	11%
<i>Account Classification Total: 10 - Personal Services</i>		\$231,636.84	\$289,276.79	\$340,462.00	\$406,622.00	\$440,263.00	17%	17%
<i>20 - Contractual Services</i>								
610.11	Travel and Training Certifications	75.00	150	1,500.00	650	1,000.00	-33%	54%
630.11	Maintenance and Repair Equipment	14,282.84	16,775.05	15,000.00	15,000.00	16,000.00	7%	7%
640.10	Service Contracts General	929.73	1,636.71	0	0	0	0%	0%
640.16	Service Contracts Fitness	10,592.91	14,280.30	14,900.00	15,800.00	15,011.00	1%	-5%
<i>Account Classification Total: 20 - Contractual Services</i>		\$25,880.48	\$32,842.06	\$31,400.00	\$31,450.00	\$32,011.00	-1%	-1%
<i>30 - Commodities</i>								
700.10	Office Supplies General	21.98	0	0	0	0	0%	0%
730.10	Recreation Supplies General	5,042.55	5,786.41	7,300.00	7,300.00	7,300.00	0%	0%
760	Uniforms and Clothing	1,520.26	1,363.41	3,350.00	3,350.00	3,650.00	9%	9%
<i>Account Classification Total: 30 - Commodities</i>		\$6,584.79	\$7,149.82	\$10,650.00	\$10,650.00	\$10,950.00	11%	7%
<b>Program Total: 66 - Fitness</b>		\$264,102.11	\$329,268.67	\$382,512.00	\$448,722.00	\$483,224.00	26%	8%
<b>Program: 67 - Community Recreation</b>								
<i>20 - Contractual Services</i>								
635.10	Professional Services General	36,537.00	62,802.95	57,750.00	51,525.00	57,750.00	0%	12%
640.1	Service Contract General	0.00	0.00	0.00	16,000.00	16,000.00		
<i>Account Classification Total: 20 - Contractual Services</i>		\$36,537.00	\$62,802.95	\$57,750.00	\$67,525.00	\$73,750.00	4%	3%
<i>30 - Commodities</i>								
730.10	Recreation Supplies General	0.00	218.70	1,200.00	1,200.00	1,200.00	0%	0%
<i>Account Classification Total: 30 - Commodities</i>		\$0.00	\$218.70	\$1,200.00	\$1,200.00	\$1,200.00	0%	140%
<b>Program Total: 67 - Community Recreation</b>		\$36,537.00	\$63,021.65	\$58,950.00	\$68,725.00	\$74,950.00	27%	9%
<b>Department Total: 50 - Parks and Recreation</b>		\$2,947,972.47	\$3,427,240.14	\$3,848,432.83	\$3,821,230.00	\$4,233,320.81	10%	11%
<b>EXPENSES Total</b>		\$2,947,972.47	\$3,427,240.14	\$3,848,432.83	\$3,821,230.00	\$4,233,320.81	17%	10%
<b>Fund REVENUE Total: 80 - CRSWC Operations</b>		\$2,487,799.91	\$3,197,091.27	\$3,297,928.00	\$3,364,493.00	\$3,791,048.00	15%	13%
<b>Fund EXPENSE Total: 80 - CRSWC Operations</b>		\$2,947,972.47	\$3,427,240.14	\$3,848,432.83	\$3,821,230.00	\$4,233,320.81	17%	10%
<b>Fund Total: 80 - CRSWC Operations</b>		(\$460,172.56)	(\$230,148.87)	(\$550,504.83)	(\$456,737.00)	(\$442,272.81)	-20%	-3%
<b>Fund: 81 - CRSWC Equipment</b>								
<b>REVENUES</b>								
<b>Department: 10 - Revenue</b>								
<i>130 - Other Financing Sources</i>								
490.10	Sale of Assets General	0.00		0.00	0.00	0.00	0%	0%
494.11	Contributions from Affiliates City of Clayton	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	0%	0%
494.12	Contributions from Affiliates Clayton School District	50,000.00	50,000.00	50,000.00	50,000.00	50,000.00	0%	0%
<i>Account Classification Total: 130 - Other Financing Sources</i>		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	0%	0%
<b>Department Total: 10 - Revenue</b>		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	0%	0%
<b>REVENUES Total</b>		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	0%	0%
<b>EXPENSES</b>								
<b>Department: 50 - Parks and Recreation</b>								
<b>Program: 10 - Administration</b>								
<i>40 - Capital Outlay</i>								



Account Number	Account Description	2022 Actual Amount	2023 Actual Amount	2024 Adopted Budget	2024 Estimated Amount	2025 Proposed Budget	% Change 2024 Amended Budget	% Change 2024 Estimated Amount
805	Equipment	24,723.41	25,561.24	30,000.00	28,975.00	84,800.00	183%	193%
815	Technology Projects	18,636.94	17,284.76	9,536.00	9,536.00	89,600.00	0%	840%
850.11	Facility Improvements Interior	19,744.47	18,915.00	27,000.00	25,300.00	34,300.00	27%	36%
<i>Account Classification Total: 40 - Capital Outlay</i>		\$63,104.82	\$61,761.00	\$66,536.00	\$63,811.00	\$208,700.00	33%	-5%
<b>Program Total: 10 - Administration</b>		\$63,104.82	\$61,761.00	\$66,536.00	\$63,811.00	\$208,700.00	33%	-5%
<b>Department Total: 50 - Parks and Recreation</b>		\$63,104.82	\$61,761.00	\$66,536.00	\$63,811.00	\$208,700.00	33%	-5%
<b>EXPENSES Total</b>		\$63,104.82	\$61,761.00	\$66,536.00	\$63,811.00	\$208,700.00	33%	-5%
<b>Fund REVENUE Total: 81 - CRSWC Equipment</b>		\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	0%	0%
<b>Fund EXPENSE Total: 81 - CRSWC Equipment</b>		\$63,104.82	\$61,761.00	\$66,536.00	\$63,811.00	\$208,700.00	33%	-5%
<b>Fund Total: 81 - CRSWC Equipment</b>		\$36,895.18	\$38,239.00	\$33,464.00	\$36,189.00	(\$108,700.00)	-33%	11%
<b>Fund: 82 - CRSWC Construction</b>								
<b>REVENUES</b>								
<b>Department: 10 - Revenue</b>								
<i>110 - Miscellaneous</i>								
480.10	Other Miscellaneous General	0.00		0.00	0.00	0.00	0%	0%
<i>Account Classification Total: 110 - Miscellaneous</i>		0.00		0.00	0.00	0.00	0%	0%
<i>130 - Other Financing Sources</i>								
494.11	Contributions from Affiliates City of Clayton	193,447.00	100,000.00	100,000.00	100,000.00	100,000.00	0%	0%
494.12	Contributions from Affiliates Clayton School District	193,447.00	100,000.00	100,000.00	100,000.00	100,000.00	0%	0%
<i>Account Classification Total: 130 - Other Financing Sources</i>		\$386,894.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	0%	0%
<b>Department Total: 10 - Revenue</b>		\$386,894.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	0%	0%
<b>REVENUES Total</b>		\$386,894.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	0%	0%
<b>EXPENSES</b>								
<b>Department: 50 - Parks and Recreation</b>								
<b>Program: 10 - Administration</b>								
<i>20 - Contractual Services</i>								
640.10	Service Contracts General	0.00	0.00	0.00	0.00	0.00	0%	0%
<i>Account Classification Total: 20 - Contractual Services</i>		0.00		0.00	0.00	0.00	0%	0%
<i>40 - Capital Outlay</i>								
805	Equipment	14,173.96	29,902.00	24,380.00	29,101.00	10,000.00	-59%	-66%
850.11	Facility Improvements Interior	2,212.89	8,924.00	10,000.00	24,000.00	10,000.00	0%	-58%
850.12	Facility Improvements Exterior	198,514.00	59,613.00	35,270.00	50,000.00	253,000.00	617%	406%
850.13	Facility Improvements Pool Area	0.00	12,896.00	24,000.00	23,000.00	36,190.00	51%	57%
<i>Account Classification Total: 40 - Capital Outlay</i>		\$214,900.85	\$111,335.00	\$93,650.00	\$126,101.00	\$309,190.00	-6%	-21%
<b>Program Total: 10 - Administration</b>		\$214,900.85	\$111,335.00	\$93,650.00	\$126,101.00	\$309,190.00	-6%	-21%
<b>Department Total: 50 - Parks and Recreation</b>		\$214,900.85	\$111,335.00	\$93,650.00	\$126,101.00	\$309,190.00	-6%	-21%
<b>EXPENSES Total</b>		\$214,900.85	\$111,335.00	\$93,650.00	\$126,101.00	\$309,190.00	-6%	-21%
<b>Fund REVENUE Total: 82 - CRSWC Construction</b>		\$386,894.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	0%	0%
<b>Fund EXPENSE Total: 82 - CRSWC Construction</b>		\$214,900.85	\$111,335.00	\$93,650.00	\$126,101.00	\$309,190.00	-6%	-21%
<b>Fund Total: 82 - CRSWC Construction</b>		\$171,993.15	\$88,665.00	\$106,350.00	\$73,899.00	(\$109,190.00)	6%	30%
<b>REVENUE GRAND Totals:</b>		\$2,974,693.91	\$3,497,091.27	\$3,597,928.00	\$3,664,493.00	\$4,091,048.00	12%	5%
<b>EXPENSE GRAND Totals:</b>		\$3,225,978.14	\$3,600,336.14	\$4,008,618.83	\$4,011,142.00	\$4,751,210.81	17%	9%
<b>Grand Totals:</b>		(\$251,284.23)	(\$103,244.87)	(\$410,690.83)	(\$346,649.00)	(\$660,162.81)	63%	55%