

In light of the current public health crisis and the Federal, State and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo., the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance in person. The meeting will be accessible by the public in real time ONLY by following the instructions in the box below.

You are invited to a Zoom webinar.

When: May 26, 2020 6:15 PM Discussion Session; 7:00 P.M. Meeting

Topic: 05/12/2020 Board of Aldermen Meeting.

Please click this URL to join:

<https://us02web.zoom.us/j/87214141426>

Or join by phone:

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

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 872 1414 1426

International numbers available: <https://us02web.zoom.us/u/kdks06rSwv>

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

Thank you for your understanding and patience as we all try to get through these difficult and dangerous times.

**CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION
TUESDAY, MAY 26, 2020
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105
6:15 P.M.**

1. Charter Advisory Task Force Report follow-up.
-

**CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, MAY 26, 2020
VIRTUAL ZOOM MEETING
CLAYTON, MO 63105
7:00 P.M.**

ROLL CALL

MINUTES – May 12, 2020

PUBLIC REQUESTS & PETITIONS

RECOGNITIONS & AWARDS

1. Mayor's Youth Advisory Council 2019-2020

CITY MANAGER REPORT

1. Ordinance – To approve a pledge agreement with Centene Charitable Foundation, the Clayton Community Foundation, and the City of Clayton for contributions to fund improvements to the recreation complex that includes an ice rink in Shaw Park. (Bill No. 6793.1)
2. Ordinance – To appoint a member to the Danielle Community Improvement District Board. (Bill No. 6799)
3. Ordinance – To approve the purchase of Self-Contained Breathing Apparatus' (SCBA) and associated equipment. (Bill No. 6800)

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(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 Manager
10 N. Bemiston Avenue
Clayton, MO 63105

MEMORANDUM

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER (DG)

DATE: MAY 26, 2020

SUBJECT: CLAYTON CHARTER ADVISORY TASK FORCE REPORT FOLLOW-UP

An update and brief overview of the Clayton Charter Advisory Task Force report presented to the Board of Aldermen at its January 8, 2019 meeting.

January 2, 2019

Mayor and Board of Aldermen
City of Clayton
10 North Bemiston Ave.
Clayton MO. 63105

Re: Report of the Clayton Charter Advisory Task Force

Dear Mayor and Aldermen:

This Task Force was formed pursuant to Ordinance 6493 enacted by the Board of Aldermen on July 25, 2017. That Ordinance advised us that we were brought together:

for the purpose of studying the Clayton City Charter and current best practices in municipal charters under Missouri law and making recommendations to the Board of Aldermen about amendments, if any, to the Clayton City Charter that the Aldermen might consider for submission to the voters

Specifically we were requested "to review and make recommendations to the Board of Aldermen on matters dealing with legislative procedures and civic engagement, including Article II, Section 8,: Legislative Proceedings; and Article XII: Initiative, Referendum and Recall"

Since that time the members of this Task Force have attempted to diligently fulfill the research and advisory role requested of us. With the assistance of the city attorney and city staff we compiled and reviewed relevant information from the Missouri Constitution, the Revised Statutes of Missouri, the model city charter distributed by the Missouri Municipal League, and the legislative procedures and initiative/referendum/recall provisions in the charters of over 20 other Missouri charter cities.

Over the past fourteen months we held more than ten public meetings and spent innumerable hours studying the voluminous resource material provided to us. Our discussions have been thorough, focused, lively and informative. We have thoroughly explored the issues and options currently available to Clayton. Those efforts culminated in the attached recommendations for revisions to Article II, Section 8 of the Clayton Charter

concerning legislative proceedings and Article XII concerning initiative, referendum and recall. Unless otherwise noted, the members of the Task Force are unanimous in making these recommendations.

Regarding legislative proceedings in Section 8 of Article II our recommendation is to preserve the current provision of the Charter which requires unanimous consent of the Aldermen present for consideration for adoption of a Bill on the day of introduction and a majority vote of all the members of the Board for passage. Unlike under the current Charter provisions, however, these ordinances would not be automatically exempt from the power of referendum.

Instead, any legislation, regardless of when it is passed or how many meetings were involved in its adoption, shall be exempt from referendum if (a) it includes a declaration of exemption from referendum which specifies reasons for exemption that relate to the public health, safety or welfare, and (b) has at least five (5) affirmative votes for passage.¹

With regard to the provisions relating to initiative, referendum and recall, our recommended changes are broader. We have concluded that the current provisions do not strike an appropriate balance between the integrity of the legislative acts of the elected governing body of the city and the legislative prerogative of the people. We believe the current standards for initiative, referendum and recall petitions allow unnecessary opportunity for possible misuse and that the current language of the Charter should be amended to resolve potential substantive and procedural uncertainties. In line with these findings the attached recommendations include the following specifics:

- Petitions should be measured against the number of registered voters in the relevant jurisdiction rather than by the number of votes cast in the last mayoral election. We believe this change is in keeping with the predominant standard in municipal charters across the state and more reasonably strikes a balance between citizens' prerogatives and the role of elected legislators in a representative democracy.

¹ Mr. Goldberg dissents from this second recommendation. He does not object to the categories of legislation exempted from referendum by the current Charter (ordinances levying taxes and for issuance of special tax bills) and by case law (administrative matters). Nor does he object to the additional exemption recommended here for budgeting and appropriation ordinances. But he believes the Board should not be able to act so as to selectively exempt other measures it may so choose from being referred to the people.

- Petitions for initiative and referendum and mayoral recall should also be required to show support in a majority of the wards of the city in order to reduce the risk that localized dissatisfaction might substantially disrupt the ongoing responsibilities of the city's government.
- Bills passed on the day of their introduction should no longer automatically be exempt from the power of referendum. Instead the Board of Aldermen shall have the prerogative to declare any ordinance to be exempt from referendum if the Bill includes a declaration of exemption from referendum which specifies reasons for exemption which relate to the public health, safety or welfare and has at least five (5) affirmative votes for passage. (These changes are consistent with the recommended amendment to Art. II, Sec. 8, *Legislative Proceedings*, discussed above.)
- Matters pertaining to taxes, budgeting and administrative activities should continue to be exempt from both initiative and referendum. These exemptions are in keeping with the general law of the state on this subject.
- Zoning matters, which require special procedures for enactment under state law, should be exempt from initiative but should be subject to referendum, albeit with a higher threshold for petitions. This dichotomy and special treatment for land-use matters is also in keeping with many of the other Missouri charters we reviewed, and reflects the mandatory public engagement which must precede enactment of zoning ordinances by the Board of Aldermen, procedures not required for most other legislative activities.
- We also recommend procedural safeguards to assure petitioners and the public of prompt attention to submissions and timely processing of petitions.

We also wish to report that, as requested, we considered whether the Charter should be amended so as to remove the city manager as a voting member of the Plan Commission/ARB. We saw some advantages (opening an additional citizen position; eliminating any perception that the staff exercises undue influence or control, and insulating the city manager from

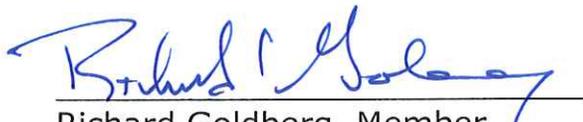
potential points of conflict, pressure or attempts to influence his or her vote) as well as disadvantages of such a change (loss of the manager's professional experience and insight on the Commission and insuring the manager is focused on and attentive to land use issues and proposals). In the end, however, we did not reach a consensus on the issue. Accordingly, we simply report our discussion to you without any specific recommendation.

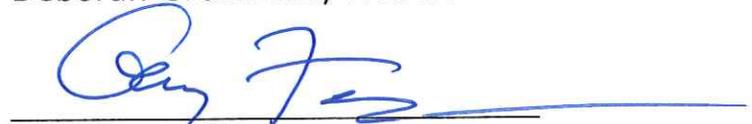
We have enjoyed this opportunity to serve our city. We appreciate the support of the staff members who assisted our efforts. And we commend these recommendations to your consideration for submission to the people of Clayton.

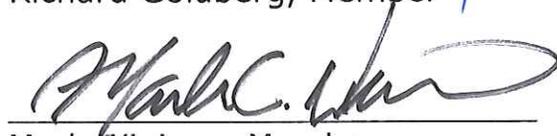
Sincerely,


Cynthia Garnholz, Chairperson


Deborah Grossman, Member


Richard Goldberg, Member


Gary Feder, Member


Mark Winings, Member

THE CITY OF CLAYTON

Board of Aldermen
Virtual Zoom Meeting
May 12, 2020
7:00 p.m.

Minutes

NOTE: In accord with the provisions of Section 610.015, RSMo., and multiple declarations of emergency at every level of government, and the prohibition on gatherings of 10 or more persons due to the Coronavirus pandemic, normal requirements for voting in the Board meeting were suspended. Accordingly, votes were taken as if all Board members were physically present and in attendance at the meeting.

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

Aldermen: Mark Winings, Joanne Boulton, Rich Lintz, Ira Berkowitz, Bridget McAndrew, and Susan Buse.

Mayor Harris
City Manager Gipson
City Attorney O'Keefe

Motion made by Alderman Lintz to approve the April 28, 2020 minutes. Alderman Boulton seconded.

Motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

Mayor Harris announced that May 10-16, 2020 is National Police Week. She provided an historical overview of the Clayton Police Department.

Mayor Harris reported that the Mayor's for Meals event was very successful, collecting over 30,000 pounds of food that will provide over 25,000 meals.

AN ORDINANCE TO CONSIDER APPROVING A MEMORANDUM OF AGREEMENT BETWEEN THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF CLAYTON

City Manager Gipson reported that The Missouri Highways and Transportation Commission (the Commission) has set aside funding for the purchase of breath alcohol instruments in the State of Missouri. The breath alcohol instruments will be purchased through the Alcohol Impaired Driving Countermeasure grant program with the Missouri Safety Center with grant funding provided by the Missouri Department of Transportation, Highway Safety and Traffic Division. The breath alcohol instruments will be one of the instruments listed in the Missouri Department of Health and Senior Services (DHSS) Breath Alcohol Program requirements found in Section 19 CSR 25-30.050.

In order for the Clayton Police Department to submit a grant application for the breath alcohol instruments the city is required to comply with DHSS, Section 2 CFR 200.313, requiring that the inventory and disposition of such breath alcohol instruments must be tracked, therefore entering into the agreement.

Alderman Winings introduced Bill No. 6798, and ordinance to approve a Memorandum of Agreement with MODoT for the purchase of a breath alcohol instrument through a grant to be read for the first time by title only. Alderman Boulton seconded.

City Attorney O’Keefe reads Bill No. 6798, first reading, an Ordinance Authorizing the City Manager to Execute a Memorandum of Agreement Between the Missouri Highways and Transportation Commission (The Commission) and the City of Clayton by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Winings that the Board give unanimous consent to consideration for adoption of Bill No. 6798 on the day of its introduction. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Winings introduced Bill No. 6798, and ordinance to approve a Memorandum of Agreement with MODoT for the purchase of a breath alcohol instrument through a grant to be read for the second time by title only. Alderman Boulton seconded.

City Attorney O’Keefe reads Bill No. 6798, second reading, an Ordinance Authorizing the City Manager to Execute a Memorandum of Agreement Between the Missouri Highways and Transportation Commission (The Commission) and the City of Clayton by title only.

The motion passed on a roll call vote: Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6658 of the City of Clayton.

A RESOLUTION TO CONSIDER APPROVING CARES ACT STIMULUS FUNDS FOR MUNICIPAL PUBLIC SAFETY EXPENSES

City Manager Gipson reported that the United States Congress enacted the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”) providing a \$2 trillion dollars economic relief package to provide assistance for American workers, families, and small businesses; to provide assistance to state and local governments; and to preserve jobs for American industry.

The U.S. Department of the Treasury distributed funds from the CARES Act proportionally based on 2019 census data directly to local governments, including directly to cities and counties with a population greater than 500,000 and directly to state governments. No municipality in St. Louis County (the “County”) has received any CARES Act funds from the Federal government, the State of Missouri, or the County.

St. Louis County received \$175 million directly from the United States Treasury designated to cover necessary expenses that are incurred due to the public health emergency caused by the COVID-19 pandemic. The Governor has recommended that counties that received funds

directly from the State of Missouri in turn distribute CARES Act funds to local governments located within their jurisdictions.

The City of Clayton has incurred public safety payroll costs for fire, EMS and law enforcement during the Eligibility Period to date in the amount of \$1,206,107 for payroll and related fringe benefit costs and is estimated to incur a total of \$8,240,944 for these costs during the full Eligibility Period and all such costs are presumed by the US Department of the Treasury to be COVID related expenses during the Eligibility Period.

The \$175 million in CARES funding received by the County should justly be shared pro rata with municipalities based on their population inasmuch as all levels of government including both County and municipal governments who are incurring COVID related public safety expenses.

If Any Portion Of The \$175 Million In Funding Received By St. Louis County under the CARES ACT is expended by the St. Louis County Executive as reimbursement for law enforcement expenses, including but not limited to payroll and benefits for the St. Louis County Police Department during the eligibility period, a proportional amount should be paid to the municipalities who provide the majority of law enforcement services to the citizens of St. Louis County. Further, such reimbursement for public safety expenses should necessarily include all municipal law enforcement, EMS and fire services whether those services are provided directly by the municipality or by contract with another public safety agency.

Mayor Harris expressed that many mayors are concerned about their budgets and monies devoted to public safety.

City Attorney O'Keefe commented that we (the municipalities) are entitled to receive the funds.

Alderman Buse expressed her thanks for the city coordinating and playing a part with other cities to receive the funds.

Motion made by Alderman Winings to approve Resolution No. 2020-08, requesting CARES ACT Stimulus Funds for municipal public safety expenses. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

MOTION TO CONSIDER APPROVING APPOINTMENTS TO THE STEERING COMMITTEE FOR THE DOWNTOWN AND CBD CORE OVERLAY DISTRICTS STUDY

City Manager Gipson reported that H3 Studio, the consultants for the Downtown and CBD Core Overlay Districts Study have recommended the establishment of a steering committee for the next phase of the project, which includes the formulation of regulations and guidelines. The steering committee for this study should be comprised of representatives from the Board of Aldermen and the Plan Commission, as well as owners of businesses and properties within the study boundary and adjacent residences.

The Mayor is seeking Board of Aldermen approval of the following appointees:

- Mayor Michelle Harris
- Alderman Richard Lintz (Plan Commission Liaison)
- Alderman Bridget McAndrew (Ward 3)
- Steve Lichtenfeld (Plan Commission Chair)

- Chris Fox (Gershman Commercial Real Estate)
- Kathy Beilein (Old Town resident)
- Jim Fiala (The Crossing)

Alderman Lintz raised the question of his participation as liaison to the Plan Commission and his two-year term ending this year.

Mayor Harris noted that in light of the current COVID-19 situation, as liaison he would serve on the steering committee until a new liaison for the Plan Commission is assigned.

Motion made by Alderman Winings to approve the appointments of the members as listed with modification that Alderman Richard Lintz will be replaced by a Board of Aldermen liaison for the Plan Commission at a future time. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

APPEAL OF THE ARCHITECTURAL REVIEW BOARD'S DECISION TO DENY ALLOWING TWO EXISTING BRADFORD PEAR TREES TO REMAIN AS PART OF THE APPROVAL OF A REVISED LANDSCAPE PLAN FOR NEW CONSTRUCTION AT 8155 STRATFORD DRIVE

Susan Istenes, Director, Planning Department, reported that this is a request for an appeal of the April 6, 2020, Architectural Review Board's (ARB) decision to deny the applicants' request to retain two existing Bradford Pear trees as part of the Board's approval of a revised landscape plan for a newly constructed single-family residence at 8155 Stratford Drive. On April 21, 2020, Leigh Szilagyi, who resides on the subject property and was one of the owner/applicants before the ARB, filed an appeal with the City Clerk of Clayton. (copy of report provided in the Board meeting agenda packet)

In response to Mayor Harris' question, City Attorney O'Keefe explained the appeal process as it is heard before the Board.

Leigh Szilagyi, appellant, addressed the Board noting that a copy of the appeal application, letter, and photos was previously provided to the Board. She expressed that she wanted to keep the trees because they are beautiful, healthy, blocks noise, and are on private property. She added that she hired a certified licensed arborist whose report stated that the trees are in good shape. She pointed out that there are Bradford Pear trees located all over the area and therefore they should not be forced to remove their own.

In response to Mayor Harris' question, she agreed that they will plant native trees to meet the 33% requirement.

Alderman Boulton noted that due to the concerns of new constructions that included plantings of invasive species and its harm to the environment "triggered" the city to change this in 2016.

Ms. Szilagyi stated that they do not want to plant more Bradford Pear trees, but to keep her two trees, on private property, that are already established.

City Attorney O'Keefe clarified, as it relates to the context of the appeal, that this is not an order but a process of enforcing the rebuilding of a lot; this is a process of enforcement that included a

landscape plan that was reviewed and approved in compliance with appropriate standards and would have removed those trees from the lot voluntarily by the plan submitted by the former property owner in accord with the plans that were approved for the construction and the new construction in the redevelopment of the lot. He stressed that this isn't a question of the city going around saying your trees look bad, this is not a removal of dangerous trees, regulatory police powers activity, this is a question of enforcing a landscaping plan that was designed over time as people redeveloped, or replanted, or re-landscaped property to remove non-native species and to replace them with native species on a predominant level. This isn't a question of the City deciding to single out your trees or to pick on you for having the trees, this is a consideration of the status of trees as a consequence of redevelopment of the lot and review and approval of the landscape plan.

In response to Aldermen Berkowitz' question regarding the original report that the trees were not in good shape, Ms. Szilagyi stated that she believes because at that time the previous owners wanted to get rid of the trees.

Mayor Harris thanked everyone for their comments and discussion and noted that the Board will take all into consideration.

Other

Alderman Boulton reported:

- NUERF and UERF Pension Board met yesterday; NUERF report made on losses for April; there was a request to look at UERF benefits. City Manager Gipson stated that due to the current COVID-19 situation they will not look at any enhancements at this time.

Alderman Buse reported:

- Community Equity Commission
 - Facilitators did a good job; they broke into small groups; meeting (virtually) on May 14.

Alderman Berkowitz recommended a couple of books to read, "The Broken Heart of America: St. Louis and the Violent History of the United States" and "Soul of Souls" by Walter Johnson.

Alderman Berkowitz expressed his appreciation for the neighborhood parades that have been occurring during this time.

Alderman Buse thanked Mayor Harris for organizing the Mayors for Food event.

City Manager Gipson reported:

- Discussions with staff on reopening plans for city facilities.
- Parking meters will open on May 18.
- Meeting with staff on opportunities for area businesses.

Motion made by Alderman Buse that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public

safety and security measures pursuant to Section 610.021(18) and (19) RSMO. Alderman McAndrew seconded the motion.

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

There being no further regular business the meeting adjourned at 8:06 p.m.

Mayor

ATTEST:

City Clerk

DRAFT



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)
PATTY DEFORREST, DIRECTOR OF PARKS & RECREATION
DATE: MAY 26, 2020
SUBJECT: ORDINANCE – A PLEDGE AGREEMENT BETWEEN THE CENTENE CHARITABLE FOUNDATION, THE CLAYTON COMMUNITY FOUNDATION AND THE CITY OF CLAYTON FOR CONTRIBUTIONS TO FUND IMPROVEMENTS TO THE RECREATION COMPLEX THAT INCLUDES AN ICE RINK IN SHAW PARK, A PRIORITY PROJECT IDENTIFIED IN THE SHAW PARK MASTER PLAN.

Before you tonight is a Pledge Agreement intended to provide the City with the funds to make improvements to the Recreation Complex that will serve as an Ice Rink in the winter and athletic and event venue the remainder of the year in Shaw Park. This project has been identified as a priority project by both the Board of Aldermen and Clayton Community Foundation and has been on the approved project list since 2010. The parties to the agreement include the Centene Charitable Foundation (“Centene”), the Clayton Community Foundation (the “Foundation”), and the City of Clayton (the “City”). The agreement outlines the following terms:

- Centene will make annual gifts to the Foundation totaling \$2,000,000 to be paid in five equal installments, commencing on April 1, 2020.
- The Foundation will make gifts to the City within thirty days (30) of receipt of the funds for costs associated with the project.
- The City agrees to name the project “Centene Commons at Shaw Park” for a period of twenty-five years (25) from the date the facility opens to the public.
- The Foundation will seek approval from the City of Clayton to identify the project as “Centene Commons at Shaw Park” using signage acceptable to the City.
- If the public opening date for the facility does not occur on or before April 1, 2024 or, if the city does not spend at least Ten Million Dollars (\$10,000,000) on the Project (excluding the amount of the Centene Gift) to enhance the new facility with a full sized roof and installation of alternative surfaces that will allow the facility to be adapted for year-round, full-season recreational use, Centene may withdraw their gift.
- Additional sections related to insurance, publicity, change of circumstances, etc. are also included.

If approved by all parties, the City will continue working towards beginning construction. It is anticipated that the duration of construction will be sixteen (16) months once the project is underway.

STAFF RECOMMENDATION: To approve the Pledge Agreement between Centene, CCF and the City for improvements to the Recreation Complex in Shaw Park as submitted.

BILL NO. 6793.1

ORDINANCE NO.

AN ORDINANCE APPROVING A PLEDGE AGREEMENT AMONG THE CENTENE CHARITABLE FOUNDATION, THE CLAYTON COMMUNITY FOUNDATION AND THE CITY OF CLAYTON FOR CONTRIBUTIONS TO FUND IMPROVEMENTS TO THE RECREATION COMPLEX THAT INCLUDES AN ICE RINK IN SHAW PARK.

WHEREAS, the City wishes to make improvements to the Ice Rink in Shaw Park as identified as a priority project in the Shaw Park Master Plan; and

WHEREAS, the Clayton Community Foundation wishes to help fund this project; and

WHEREAS, the Centene Charitable Foundation wish to donate funds to the Clayton Community Foundation that will be used for construction costs associated with this project.

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

Section 1. The Board of Aldermen approves on behalf of the City a Charitable Pledge Agreement with the Centene Charitable Foundation and the Clayton Century Foundation regarding the Shaw Park All-Season Recreation Complex in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed this 26^h day of May 2020.

Mayor

ATTEST:

City Clerk

CHARITABLE PLEDGE AGREEMENT

Among

THE CENTENE CHARITABLE FOUNDATION,

THE CLAYTON COMMUNITY FOUNDATION

and

THE CITY OF CLAYTON, MISSOURI

The Parties:

1. The Centene Charitable Foundation (“Centene Foundation”) is a non-profit entity that provides charitable support for community initiatives that improve the quality of life and health in communities in which Centene Corporation (“Centene”) operates, such as the City of Clayton, Missouri (the “City”).
2. The Clayton Community Foundation (“CCF”), which was previously known as the Clayton Century Foundation, is a Missouri non-profit organization that partners with the City to support Clayton history, arts, parks and sustainability.
3. The City is a municipality in St. Louis County, Missouri.

The Project:

4. The City is undertaking the replacement of its existing, open-air, ice skating rink and supportive ancillary building in City-owned Shaw Park. Due to age and obsolescence, the rink no longer adequately serves the community. The replacement facility, as approved by the City, will provide for the installation of a totally new facility (the “Project”). That new facility will maintain the open air nature of the rink/sports/community venue. However, with a full-sized roof and alternative surfaces when ice is not appropriate, the facility will allow for year-round, full-season recreational use. The facility will provide not only for various youth-oriented sports but also numerous other community gatherings. The projected cost of the Project is Fourteen Million Dollars (\$14,000,000), of which a maximum of Ten Million Two Hundred Thousand Dollars (\$10,200,000) is available through City funds which have been allocated to the completion of the Project by the City. The City is, however, not able to fund with public dollars any of the shortfall of approximately Four Million Dollars (\$4,000,000) (the “Project Shortfall”).

The CCF Goal:

5. CCF has agreed to undertake a fundraising effort (the “CCF Campaign”) to address the Project Shortfall through a public/private partnership in which the Project Shortfall would be funded through private sector donations.

The Centene Foundation Gift:

6. The full charitable gift from the Centene Foundation to CCF (the “Centene Gift”) will be Two Million Dollars (\$2,000,000) to be paid to CCF in five (5) equal payments of Four Hundred Thousand Dollars (\$400,000) each, commencing on April 1, 2020, and annually thereafter on the first day of April, through and including April 1, 2024. CCF will deposit and maintain each installment in a CCF account set aside for the Project and by gift/grant disburse funds for the Project from the account to the City as needed. The Centene Gift is not specifically limited to any particular aspect of the Project. Gifted/granted payments made are used by the City in its reasonable discretion, to address any cost element of the Project improvements. Centene Foundation seeks to enable Clayton to offer an enhanced facility than might not otherwise be possible. Centene Foundation also wishes to be sure that any facility with which the name Centene is associated is one which will reflect positively on the Centene Foundation and Centene for many years. Therefore, any Centene Gift made prior to the opening to the public of the new facility (the “Public Opening Date”) will be conditional and may be withdrawn by the Centene Foundation unless the Public Opening Date has occurred by April 1, 2024 and the City has expended by April 1, 2024 at least Ten Million Dollars (\$10,000,000) on the Project (excluding the amount of the Centene Gift) to enhance the new facility with a full sized roof and installation of alternative surfaces that will allow the facility to be adapted for year-round, full-season recreational use (the “Contingency”). In the event the Contingency is not satisfied on or before April 1, 2024 (or such extended deadline as the parties may agree to in writing pursuant to this Section), then CCF and the City shall be jointly and severally liable for the return to the Centene Foundation of all Centene Gifts previously delivered to CCF within fifteen (15) days after such deadline. Otherwise, CCF or the City shall notify the Centene Foundation in writing when the Contingency has been satisfied, after which the Centene Foundation shall have thirty (30) days from the date of such notice by CCF or the City to confirm that the Contingency has been satisfied or to notify CCF and the City in writing if any reason exists why the Contingency has not been reasonably satisfied. If the Centene Foundation does not respond in writing within thirty (30) days from the date of such notice by CCF or the City, the Contingency shall be deemed satisfied. The parties may agree in writing at any time to extend the deadline for satisfying the Contingency.

Name Recognition:

7. The City agrees that, consistent with its naming policy for City-owned properties, the Board of the Aldermen of the City have approved the naming of the overall Project area as the “Centene Commons at Shaw Park” for a period of twenty-five (25) years from the Public Opening Date (the “Naming Period”). Such naming is solely in consideration of the full Centene Gift being made to CCF by the Centene Foundation and the further delivery of same, by grant, to the City by CCF. Notwithstanding the installment payment nature of the Centene Gift, the naming will be immediately effectuated upon the Public Opening Date.

Extended Name Recognition:

8. No later than twenty-four (24) years from the Public Opening Date, the City and/or CCF shall provide the Centene Foundation with a written report as to the status of the facility resulting from age, normal wear and tear and any functional obsolescence. The report will include a projection of costs involved with the refurbishment/expansion required to sustain the continued viability of the facility into the future. In addition, the report will indicate the extent of City funding reasonably available for the projected costs as well as the private gifting similarly required of the Centene Foundation for the refurbishment/expansion program. The private funding requirement requested of the Centene Foundation shall in no event exceed the lesser of (a) 50% of any project shortfall that the City is unable to fund with public dollars and that will instead be funded through private sector donations or (b) an amount equal to the original Centene Gift adjusted annually by the average percentage increase in the Consumer Price Index for those calendar years included in the Naming Period, as such Consumer Price Index is reported by the United States Department of Labor, Bureau of Labor Statistics in the table entitled "*Table Containing History of CPI-U U.S. All Items Indexes and Annual Percent Changes From 1913 to Present*" (currently located at <http://www.bls.gov/cpi/tables.htm>). Within a sixty (60) day period following the receipt of this report by the Centene Foundation, the parties shall endeavor in good faith to negotiate and execute a new Charitable Pledge Agreement. Such agreement would provide (i) that the Centene Foundation commits to additional gifting in an amount provided for in this Section and in a manner substantially similar to the manner in which the annual payments of the Centene Gift are made under this Agreement; and (ii) the existing name of Centene Commons at Shaw Park is to be extended for an additional twenty-five (25) year period beyond the initial Naming Period. Should no such new agreement be reached, this Agreement, and all rights and obligations hereunder, shall immediately expire.

Signage:

9. Major signage, including the name "Centene Commons at Shaw Park" will be provided in a manner mutually agreeable to the City and Centene Foundation at the facility's major entranceways. A "conceptual-only" graphic depicting signage is affixed hereto as Attachment "A". The naming recognition provided Centene Foundation is not intended to be exclusive in nature. The parties understand and expect that other different naming opportunities within the Project area will be afforded to reflect additional charitable support for the Project.

Publicity for the CCF Campaign:

10. CCF, may with prior approval of Centene Foundation and the City, publicly announce the Centene Gift as the lead donation in its CCF Campaign to fully fund the Project. Centene Foundation further authorizes CCF to directly publicize the Centene Gift in connection with solicitation of other potential donors.

Change of Circumstances:

11. Centene Foundation may, at any time, request removal of its name from any commemorative signage.
12. The City may also withdraw or modify name recognition if, in its reasonable judgment, Centene or the Centene Foundation becomes the subject of public disrepute or scandal that would make inappropriate continued association of a public property with Centene's or Centene Foundation's name. Such action can, in any event, only be considered after written notice and substantial discussion with the City, CCF, Centene and Centene Foundation. Any decision shall be accompanied by a written statement, detailing the factors reasonably considered in making such a judgment and concluding that the events that have occurred under this Section 10 would reasonably be expected to cause public opprobrium, criticism or other adverse public reaction by reason of continuing to so acknowledge a public property.

Miscellaneous:

13. Authority: Each party represents and warrants that: (i) they have the power and authority to enter into and perform their obligations under this Agreement; (ii) upon signature the Agreement is a valid and binding agreement between the parties; and (iii) performance hereunder will not violate any applicable law, regulation or ordinance.
14. Responsibility; Insurance: The City acknowledges that neither Centene Foundation nor Centene will be responsible in any way for the actual day-to-day maintenance or repair of the Centene Commons at Shaw Park. Neither Centene Foundation nor Centene will have any direct control over how the Centene Commons at Shaw Park is used. In the event of any claim regarding the Centene Commons at Shaw Park being made by a third party against Centene Foundation or Centene relating to or arising out of, or in connection with (i) allegedly negligent, wrongful, tortious or criminal acts or omissions of the City or of its respective directors, officers, employees and/or agents; or (ii) the alleged failure of the City to provide maintenance and regular upkeep or to provide adequate insurance, the City, as part of any defense thereto, will reaffirm in writing the lack of involvement by either Centene Foundation or Centene in providing physical maintenance, repair or control of the Centene Commons at Shaw Park. The City shall furnish and maintain, at its sole cost and expense, prior to, and during the term of this Agreement, commercial general liability insurance in full force and effect for the Project and any portion of the Project used by it, its employees, agents, representatives, contractors, guests and invitees. Such insurance shall be in the standard form generally used by municipalities in the state of Missouri with one or more insurance companies used by the City to insure other City facilities. Such insurance shall provide coverage with a minimum limit of liability of Three Million Dollars (\$3,000,000) per occurrence.

15. Notices: Any notices or other communications under this Agreement shall be in writing and delivered to the addresses listed below unless otherwise specified in written notice by either party to the other:

If to Centene Foundation: Marcela Manjarriz Hawn
Centene Charitable Foundation
7700 Forsyth Boulevard
Clayton, MO 63105

With a copy to: General Counsel
Centene Charitable Foundation
7700 Forsyth Boulevard
Clayton, MO 63105

If to CCF: Clayton Community Foundation, President
10 N. Bemiston Avenue
St. Louis, MO 63105

If to City: City Manager
City of Clayton
10 N. Bemiston Avenue
Clayton, MO 63105

With copy to: City of Clayton
Parks & Recreation Director
50 Gay Avenue
Clayton, MO 63105

16. Assignments/Amendments: This Agreement and all other terms and conditions contained herein or in any other schedule or attachment hereto, may be amended, modified or supplemented only in writing signed by each party hereto. Except as otherwise noted, no party may assign, transfer or delegate any of its rights or obligations under this Agreement, and any attempt to do so shall be null and void.
17. Counterparts/Facsimiles: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic copies hereof shall be deemed to be originals.
18. Entire Agreement: This Agreement, including any attachment hereto, sets forth the entire understanding between the parties with respect to the subject matter, and supersedes all prior or contemporaneous understandings, communications or agreements, whether written or oral, regarding such subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the last date written below.

**THE CENTENE CHARITABLE
FOUNDATION**, a Missouri nonprofit
corporation

By: _____
Keith Williamson, President

Date: May _____, 2020

**CLAYTON COMMUNITY
FOUNDATION**, a Missouri nonprofit
corporation

By: _____
Becky Sinnett, President

Date: May _____, 2020

CITY OF CLAYTON, MISSOURI

By: _____
David Gipson, City Manager

Date: May _____, 2020

ATTACHMENT "A"

Graphic Rendering of Centene Commons at Shaw Park





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)

DATE: MAY 26, 2020

SUBJECT: ORDINANCE –APPOINTING CERTAIN SUCCESSOR TO THE BOARD OF DIRECTORS OF THE DANIELLE COMMUNITY IMPROVEMENT DISTRICT (CID)

OVERVIEW:

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

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

Patricia Mattz - term expiring February 12, 2021

Mohammed Kashif - term expiring February 12, 2021

Tom Hooper - term expiring February 12, 2021

Tamekia Jefferson - term expiring February 12, 2022

Judith McCray - term expiring February 12, 2022 (*resigned*)

Due to the resignation of Judith McCray the CID is requesting to appoint Kathryn Szwargulski to replace her position, term expiring February 12, 2022.

Recommendation: To approve the attached ordinance.

BILL NO. 6799

ORDINANCE NO. _____

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

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

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

WHEREAS, the District has requested the appointment of a Director to complete a term recently vacated due to a resignation and the Mayor has nominated the person identified below for appointment;

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

SECTION 1. Appointment of Director. The following member is hereby appointed to the Board of Directors of the District for the term noted as follows:

Kathryn Szwargulski (successor to Judith McCray) - term expiring February 12, 2022.

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

Passed by the Board of Aldermen this 26th day of May 2020.

Mayor

Attest:

City Clerk



May 7, 2020

VIA EMAIL

Honorable Mayor Michelle Harris
City of Clayton
10 N. Bemiston
Clayton, Missouri 63105
mharris@claytonmo.gov

Re: Daniele Community Improvement District

Dear Mayor Harris:

Please be advised that this firm represents the Daniele Community Improvement District (the "CID").

On their behalf, I respectfully request that you, in your capacity as Mayor to be approved by the Board of Aldermen of the City of Clayton, appoint Kathryn Szwargulski to the CID board of directors to the term expiring February 12, 2022, previously held by Judith McCray who resigned.

Should you have any questions regarding the proposed appointments, please call me at (314) 552-6634.

Sincerely,

Linda AuBuchon

Linda K. AuBuchon
Paralegal

LKA:

cc: Angela Odlum; aodlum@atllp.com via email
David Gipson; dgipson@claytonmo.gov via email
June Frazier; jfrazier@claytonmo.gov via email



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
JOHN PAUL JONES, FIRE CHIEF

DATE: MAY 19, 2020

SUBJECT: ORDINANCE – AUTHORIZING A CONTRACT WITH SENTINEL EMERGENCY SOLUTIONS FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA), AN AIR COMPRESSOR/SCBA AIR FILL-STATION, AND THERMAL IMAGING EQUIPMENT

This is a scheduled replacement of existing equipment as outlined in the City of Clayton Approved Budget, Equipment Replacement Fund (ERF).

We request approval to enter into an agreement with Sentinel Emergency Solutions to acquire f new Self-Contained Breathing Apparatus (SCBA's) a Compressor/SCBA Air Fill-Station (together: SCBA Equipment) and Bullard Thermal Imager. The pricing for the SCBA and related equipment is based on contracts awarded through a public competitive procurement process in compliance with state statutes and the City's purchasing policies. The thermal imaging equipment is to be acquired as a sole source purchase because Sentinel is the exclusive local distributor for the desired product.

The competitive bidding/contract process for the SCBA Equipment consists of processes previously completed by the Houston Galveston Area Council Buying Group (HGAC) and the City of Valley Park, Missouri. HGAC is a governmental purchasing cooperative that has been serving the public sector for over 40 years which Clayton has utilized in the past. The Clayton Finance Department has reviewed the purchase practices of the buying group and found that they meet or exceed our requirements and are an acceptable method for purchases. The Valley Park process was also a competitive bidding/contract procedure satisfying applicable purchasing requirements. Staff has concluded the cost of thermal imaging equipment is the best price available for the unit.

The SCBA's and the associated equipment replacement project were approved in the FY20 budget in the amount of \$305,000

STAFF RECOMMENDATION: To approve the purchase of a Self-Contained Breathing Apparatus (SCBA's), Air Compressor/SCBA Air Fill-Station package and associated equipment per Clayton Fire Department specifications at a cost not to exceed \$255,976.22 with the entire acquisition, including contingencies, not to exceed \$260,000.

BILL NO. 6800

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS ENSEMBLE/SCBA AIR FILL-STATION AND ASSOCIATED EQUIPMENT AND THERMAL IMAGING EQUIPMENT FOR THE FIRE DEPARTMENT

WHEREAS, the Houston Galveston Area Council Purchasing Cooperative (HGACBUY) is a governmental buying cooperative that has been serving the public sector for over 40 years; and

WHEREAS, the Clayton Fire Department has reviewed the purchasing practices of the buying group and found that they meet or exceed requirements and are an acceptable method for purchases and that by using cooperative purchasing, more favorable pricing can be obtained by local governments in some purchases; and by further utilizing a competitively bid municipal contract to complete the purchase; and

WHEREAS, the City of Clayton desires to purchase new Self-Contained Breathing Apparatus/ Compressor-SCBA Air Fill-Station and associated equipment and thermal imaging equipment as part of the City's previously budgeted equipment replacement process in order to protect the safety of first responders and the citizens we serve;

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

Section 1.

The Board of Alderman approves on behalf of the City of Clayton, a contract with the HOUSTON GALVESTON AREA COUNCIL BUYING GROUP (HGACBUY), a buying cooperative, for the purchase of the Self-Contained Breathing Apparatus, compressor/SCBA Air Fill-Station and Bullard Thermal Imager equipment from Sentinel Emergency Solutions at a cost not to exceed \$260,000.00, including contingencies, in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed by the Board of Aldermen this 26th day of May 2020.

Mayor

ATTEST:

City Clerk



To: City of Clayton
Clayton FIRE DEPARTMENT
10 North Bemiston
Clayton, MO 63105-2297

DATE: 5-12-2020

We hereby propose and agree to furnish MSA G1 SCBAs, Mako Compressor, and Bullard Thermal Imager, at the contracted price of the SCBA/Compressor proposal and the proper execution by the Clayton Fire Department, hereinafter called the BUYER and Sentinel Emergency Solutions, LLC, called the DISTRIBUTOR the following equipment:

Custom MSA G1 SCBA Package which includes the items below:

- (24) TWENTY FOUR MSA G1 SCBA (444MD2Q3LGR) G1 SCBA 4500 PSI, QUICKCONNECT, SERVICEABLE TUNNEL WITH CHEST STRAP, METAL BAND, ADJUSTABLE SWIVEL LUMBAR PAD WITH SOLID BUCKLE, SOLID COVER LEFT SHOULDER REG, QC REG HOSE, WAIST MOUNTED QUICK FILL AND EXTENDAIR II (UEBSS), SPEAKER LEFT CHEST, PASS TELEMETRY WITH ITIC, RECHARGEABLE BATTERY, HIGH PRESSURE 3' AIR HOSE WITH RED POUCH FOR WAIST MOUNTED QUICK FILL CONNECTION.
- (48) FORTY EIGHT MSA G1 4500PSI 45MIN CARBON CYLINDER QUICK CONNECT
- (48) FORTY EIGHT MSA G1 HYCAR RUBBER FACEPIECES WITH NECK STRAPS (FIT TESTING TO BE PERFORMED BY SENTINEL EMERGENCY SOLUTIONS)
- (48) FORTY EIGHT MSA FACEPIECE BAGS
- (3) THREE TRUE NORTH RIT BAGS RBL303
- (3) THREE 2018 COMPLIANT RIT BAG SYSTEMS FOR G1 SCBA
- (3)THREE RIT CYLINDERS 60MIN 4500PSI
- (2) QC ADAPTORS FOR FILL STATIONS
- (2) BATTERY CHARGING STATIONS
- (12) RECHARGEABLE BATTERY PACKS
- (48) CUSTOM DEPARTMENT LOGOS ON CYLINDERS
- (20) TELEMETRY TAGS
- (1) RFID READER/WRITER
- (1) WIRELESS HUB/BASESTATION FOR TELEMETRY SYSTEM
- (5) SPECTACLE KIT
- (1) BULLARD QXT BUNDLE THERMAL IMAGING CAMERA WITH TRUCK CHARGER
- (1) KIT FOR 3212 BUCKET AIR CONNECTIONS THAT WILL CONNECT FROM LADDER AIR STORAGE TO SCBA.
 - (2) HOSE KTI EXTENDAIRE DUAL PURPOSE
 - (2) SOCKET ASSEMBLE FEMALE FOSTER
 - (2) HOSE AIR NEO 8FT BRASS CONNECTION
 - (2) ADAPTER UNION BRASS 1/4" M X 3/4" FEM NPT
 - (2) PLUG FLOSTER
 - (2) SOCKET FOSTER STL SHD SERIES WITH DUST PLUG
- (1) MAKO BAM06X-E3 BREATHING AIR COMPRESSOR 6000PSI FOUR STAGE COMPRESSOR
- (1) MAKO CMM CO AND MOISTURE MONITOR
- (1) MAKO SCFS2-3 FRONT LOADING FILL STATION FOR CYLINDERS
- (1) 50' AIR LINE FOR FILLING OF LADDER TRUCK AIR STORAGE CYLINDER
- (4) MAKO TM6004 AIR STORAGE CYLINDERS UN/ISO 6000PSI IN VERTICAL STANDALONE STORAGE RACK
- (1) SERVICE PROVIDED AT 6 MONTH AND 12 MONTH OF FIRST YEAR BY MAKO CERTIFIED TECHNICIAN

Trade in of the following equipment per contact:

- Bauer Compressor
- Fill station
- 4 storage cylinders
- Bullard TIC
- 26 SCOTT 45 Minute Cylinders
- 12 SCOTT AP75 NFPD 2007ed SCBAS
- All SCOTT Masks with voice amps

The Scott SCBAs shall remain in the possession of the Clayton FD for 60 days after delivery of new SCBAs to assure comfort and proficiency new SCBAs. The compressor and TIC shall be traded in upon delivery of new products.

Shipping, orientation/training, installation, fit testing, and mileage charges are included

TOTAL ... \$ 255,976.22

TWO HUNDRED FIFTY FIVE THOUSAND, NINE HUNDRED SEVENTY SIX DOLLARS AND TWENTY TWO CENTS

ALL EQUIPMENT IS LISTED IN DETAIL ON SENTINEL EMERGENCY SOLUTIONS PROPOSAL # 19158,19159,19160 WHICH IS ATTACHED AS PART OF THIS CONTRACT.

All of which are made a part of this agreement and contract.

DELIVERY: The estimated delivery time for the equipment is 120 days.

PAYMENT TERMS: Payment for the equipment shall be made within 20 days of delivery or pick up of the equipment

The amount in this proposal shall remain firm for a period of 30 days from the date of same.

Respectfully submitted,

DEALER:

SENTINEL EMERGENCY SOLUTIONS, LLC

BUYER: CITY OF CLAYTON FIRE DEPARTMENT

We accept the above proposal and
enter into contract with signature below.

COREY D. MEYER DATE: 5-12-2020 _____

Date:



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19158

Bill To:

CLAYTON FIRE DEPT.
 10 N. BEMISTON
 CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
24	SPECIAL ORDER	MSA	MSA G1 SCBA Part # 442MA2COLAR -4500PSI SYSTEM -Quick Connect Cylinder Connection -Harness with Chest Strap -Metal Cylinder Band -Adjustable Swiveling Lumbar Back Pad -Solid Cover Regulator Hose -Continuous Regulator Hose -NO UEBSS (NO UNIVERSAL BUDDY BREATHING HOSE) -Speaker Left Chest -PASS Right Chest -Rechargeable Battery -3' transfill hoses with red bags	4,320.96167	103,703.08
24	SPECIAL ORDER	MSA	3' Transfill hoses with red carry bags	0.00	0.00
48	10175708	MSA	Cylinder Assembly for the G1, Pressure: 4500 psig, 45min (66 Cubic feet of air) Low profile cylinder Quick connect adaptor included	841.38667	40,386.56
48	10156459	MSA	Facepiece for G1 SCBA Hycar Rubber Size: Medium, Style: 4PT C-Harness	240.30583	11,534.68
48	10126741	MSA	Sizing TBD by professional fit testing performed by Sentinel Emergency Solutions G1 Facepiece protective bag Color: Black	35.14292	1,686.86
3	RBL303	True North	True North L3 RIT Bag-RED L3 Lite-Speed RIT Bag The next step in RIT revolution. The L3 Lite Speed™ RIT Bag is streamlined into a fundamental bag for optimum rescue efficiency in low-visibility, high-stress situations.	251.32667	753.98



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19158

Bill To:
CLAYTON FIRE DEPT. 10 N. BEMISTON CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
3	10206313	MSA	2018 Compliant RIT bag system for G1 SCBA	3,003.03	9,009.09
3	10156426-SP	MSA	CYLINDER. ASSY, G1, RC, 4500 PSIG, 60MIN,PKG (RIT CYLINDERS)	990.51333	2,971.54
2	10162403	MSA	Adapter Assy, QUICK CONNECT to 1/4 NPT Fill station adaptors to fill quick connect cylinders	297.395	594.79
2	10158385	MSA	KIT, CHARGING STATION, G1	471.64	943.28
12	10148741-SP	MSA	SPARE Battery Pack, G1, Rechargeable	252.73583	3,032.83
48	SPECIAL ORDER	MSA	CUSTOM DEPARTMENT LOGO ADDED TO CYLINDERS FREE OF CHARGE	0.00	0.00
1	SCBA FACE PIECE...		PERFORMED FACE PIECE FIT TEST ON PERSONNEL	0.00	0.00
1	SHIPPING		SHIPPING		0.00
24	SPECIAL ORDER	MSA	ADD Extendair II Universal Emergency Buddy Breather and Waist Mounted Quick Fill	822.12	19,730.88
24	SPECIAL ORDER	MSA	ADD Quick Connect Regulator Hose (for personal regulators)	267.34208	6,416.21
24	SPECIAL ORDER	MSA	ADD Serviceable Tunnel with Chest Strap	77.265	1,854.36
24	SPECIAL ORDER	MSA	ADD ITIC with Telemetry	1,047.54	25,140.96
48	SPECIAL ORDER	MSA	ADD Neck strap for facepiece	15.00	720.00
20	10083875	MSA	TAGs for telemetry system, bluetooth, ELECTRONIC ID,	23.9625	479.25
1	10158407	MSA	RFID Reader/Writer, G1	414.65	414.65
1	SPECIAL ORDER	MSA	ADD Wireless Hub/Basestation for operating Telemetry System from Command Vehicle	1,500.00	1,500.00
5	10144230	MSA	ADD SPECTACLE KIT, G1 FACEPIECE	81.288	406.44
4	10031542	MSA	5 spec kits total COVER LENS, ADV 3000, CLEAR, 25/PKG LADDER TRUCK FITTINGS	55.04 0.00	220.16 0.00
2	812958	MSA	HOSE KIT,EXTENDAIRE,DUAL-PURPOSE	411.00	822.00
2	467044	MSA	SOCKET ASSY,FEMALE,QDISC,FOSTER STL(SHD)	79.005	158.01
2	481071	MSA	HOSE AIR NEO 8FT, BR CONN. FOR MASK	86.005	172.01
2	69542	MSA	ADAPTER,UNION,BRS,1/4NPT M X 3/4HOSE M	15.00	30.00
2	55716	MSA	PLUG,FOSTER STL,SHD SERIES,FEM 1/4" NPT	8.00	16.00
2	628770	MSA	SOCKET,FOSTER STL,SHD SERIES,W/DUST PLUG	38.00	76.00



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19158

Bill To:
CLAYTON FIRE DEPT. 10 N. BEMISTON CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	SPECIAL ORDER	SENTINEL	PRICE BEFORE TRADE IN IS \$232,773.62 FOR SCBAS, SENTINEL IS PROVIDING \$10,000.00 TRADE IN ALLOWANCE FOR SCBAS. TRADE IN OF SCOTT SCBAS, PER CONTRACT AGREEMENT SHIPPING, ORIENTATION/TRAINING, INSTALLATION, FIT TESTING, AND MILEAGE CHARGES ARE INCLUDED	-10,000.00	-10,000.00

Additional 3% Transaction Processing Fee to be applied to all transactions not paid by Cash or Business Check. Transaction Processing Fee not included in proposal total.

Total	\$222,773.62
	34



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19159

Bill To:
CLAYTON FIRE DEPT. 10 N. BEMISTON CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	BAM06X-E3	MAKO	<p>Breathing Air Module compressor package including: Capable of producing 10.2 cfm @ 6000 psi; Four stage, air-cooled, pressure lubricated compressor; 7.5 horsepower electric motor operating on 460 volt, 60 cycle, THREE PHASE current. (NOTE: PLEASE CONFIRM VOLTAGE). UL listed electric panel; Direct online IEC starter package; PLC controller; Instrumentation/controls including: High air temperature switch Low oil pressure switch Start/stop air pressure switch Gauge panel including: Hour meter High air temperature warning light Low oil pressure warning light High air pressure light Emergency STOP button Final stage pressure gauge MK2C purification system which processes 34,200 cubic feet of air; Carbon monoxide and moisture indicator kit; Automatic condensate drain with muffler and reservoir; and 1/4' JIC male outlet fitting.</p> <p>All of above are installed in an enclosed, insulated, sound-deadening vertical cabinet which has a hinged access door on the front and removable, hinged access doors on the sides.</p> <p>The sound deadening enclosure provides an operating noise level of 72 dBa.</p> <p>Dimensions: 31-1/4'wideX42'deepX65-3/4'high.</p>	19,003.71	19,003.71



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19159

Bill To:

CLAYTON FIRE DEPT.
 10 N. BEMISTON
 CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	cmm	MAKO	CO and Moisture monitor for compressor	3,300.00	3,300.00
1	SCFS2-3	MAKO	Two (2) position, front loading, containment fill enclosure capable of filling SCBA cylinders. The fill enclosure shall have a latching front door with safety interlock and two (2) fill whips with isolation valves, bleed valves, and CGA347 SCBA fill adapters. The enclosure mounted fill panel shall include: One (1) adjustable regulator with inlet and outlet gauges; Safety relief valve on outlet of regulator set at 4700 psi One master fill control valve and gauge; three bank cascade control with 'to' and 'from' valves Bypass valve to bypass the air storage and refill directly from the compressor; Regulated, auxiliary outlet with valve and high pressure male coupler; and Embedded silk screen air flow schematic.	5,945.66	5,945.66
1	TM6004	MAKO	Dimensions: 41'wideX28'deepX67-1/2'high. Air storage system with four (4), UN/ISO 6000 psi cascade cylinders capable of holding 2036 cubic feet of breathing air. Each cylinder shall include a service valve and burst disc. Price includes a 1x4 vertical, stand-alone, storage rack and all interconnecting plumbing.	6,876.23	6,876.23



SENTINEL EMERGENCY SOLUTIONS

23 Grandview Park Phone:
(636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19159

Bill To:

CLAYTON FIRE DEPT.
10 N. BEMISTON
CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	installation com...	SENTINEL	Compressor installation by a Mako certified technician This will include all the parts and hoses to connect the storage cylinders to the compressor and fill station. After installation, Sentinel will conduct an Air sample which will be sent to a third party laboratory for analysis and certification. Add \$395.00 if you want a to add a 6000 PSI, 50' auxiliary fill hose Fire department is responsible for an electrician to hook up the electrical cable from the compressor to the fire department electrical connection.	1,983.00	1,983.00
1	SPECIAL ORDER	SENTINEL	Fire Department is responsible to locate a disconnection box with a 10' of compressor location. 50' AUX FILL HOSE 6000 PSI FOR FILLING AERIAL AIR TANK	395.00	395.00



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Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	Compressor-6 m...	SENTINEL	<p>Six (6) month preventative scheduled maintenance for breathing air compressor at customers location performed by a MAKO certified technician</p> <p>Sentinel preventative maintenance check list to verify proper operation,</p> <p>Air sample will be taken to verify grade E quality of air. Air sample will be sent to a third party laboratory for analysis and certification.</p> <p>Additional items performed at this six month compressor service.</p> <p>Change oil and oil filter Change air purification filter(s)</p>	600.00	600.00
1	Compressor-12 ...	SENTINEL	<p>12 month preventative scheduled maintenance for breathing air compressor at customers location performed by a MAKO certified technician</p> <p>Sentinel preventative maintenance check list to verify proper operation,</p> <p>Air sample will be taken to verify grade E quality of air. Air sample will be sent to a third party laboratory for analysis and certification.</p> <p>Additional items performed at this twelve month compressor service.</p> <p>Change oil and oil filter Change air purification filter(s) Air intake filter</p>	600.00	600.00



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PROPOSAL

Date:	Proposal #:
5/12/2020	19159

Bill To:

CLAYTON FIRE DEPT.
 10 N. BEMISTON
 CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	SPECIAL ORDER	SENTINEL	TRADE IN COMPRESSOR PER CONTRACT AGREEMENT SALE PRICE IS \$38,703.60 ALTHOUGH SENTINEL WILL PROVIDE \$10,000.00 DOLLARS TRADE ALLOWANCE FOR DEPARTMENTS CURRENT COMPRESSOR MAKING THE FINAL INSTALLED PRICE OF \$28,703.60. SHIPPING, ORIENTATION/TRAINING, INSTALLATION, AND MILEAGE CHARGES ARE INCLUDED	-10,000.00	-10,000.00

Additional 3% Transaction Processing Fee to be applied to all transactions not paid by Cash or Business Check. Transaction Processing Fee not included in proposal total.

Total	\$28,703.60
	40



SENTINEL EMERGENCY SOLUTIONS
 23 Grandview Park Phone:
 (636) 464-5580

PROPOSAL

Date:	Proposal #:
5/12/2020	19160

Bill To:

CLAYTON FIRE DEPT.
 10 N. BEMISTON
 CLAYTON, MO 63105-3397

Ship To:

Proposal Good Through:	Submitted by	Freight	County
30 days	CM	INCLUDED	ST. LOUIS COUNTY

Qty	Item	Vendor	Description	Cost	Total Sale Price
1	QXTBUNDLEUPG...	BULLARD	<p>QXT Bundle upgrade---Bullard thermal imaging camera must be manufactured prior to Jan 1, 2007.</p> <p>Eclipse QXT thermal imaging camera bundle with a wireless truck mounted charger.</p> <p>Weight 2.4 pounds Resolution 240 x 180 Ultra-fast 60 Hertz image update rate 3.5" Bright LCD display Industry leading self contained LION battery IP67 Water resistance compliant Five year factory warranty on the battery. Three year warranty on the camera. Super Red Hot Colorization-standard Digital and Bar temperature reading</p> <p>Color: RED TRADE IN OF CURRENT THERMAL IMAGER FOR UPGRADE SPECIAL PRICING</p>	4,499.00	4,499.00

Additional 3% Transaction Processing Fee to be applied to all transactions not paid by Cash or Business Check. Transaction Processing Fee not included in proposal total.

Total	\$4,499.00
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