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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. Due to the ongoing pandemic, occupancy will be limited to 25 attendees per meeting to accommodate social distancing. While masks are recommended, proof of vaccination will be required for individuals who wish not to wear a mask. Failure to provide proof of vaccination will require a mask to be worn while in City Hall.

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

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:00 P.M.
TUESDAY, JULY 26, 2022
CLAYTON, MO 63105

-
1. Presentation on the Equipment Replacement Fund (ERF) and the Capital Improvements Plan (CIP)

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, JULY 26, 2022
CITY HALL, 10 N. BEMISTON AVENUE
CLAYTON, MO 63105
7:00 P.M.

ROLL CALL

MINUTES – July 12, 2022

PUBLIC REQUESTS & PETITIONS

PUBLIC HEARING

1. Resolution – To approve a Conditional Use Permit for 7529 Forsyth Boulevard. (Res. No. 2022-16)

CITY MANAGER REPORT

1. Ordinance – To approve an agreement with MODoT for the Central Business District (CBD) Resurfacing Phase 2 Project. (Bill No. 6905)
2. Resolution - Readopting Procedure to Disclose Potential Conflicts of Interest. (Res. No. 2022-17)
3. Motion – Mayor’s Commemorative Landscape Task Force recommendation.
4. Discussion on Community Engagement

EXECUTIVE SESSION

1. Legal, Sec 610.021 (1).

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
10 N. Bemiston Avenue
Clayton, MO 63105

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
KAREN DILBER, DIRECTOR OF FINANCE

DATE: JULY 26, 2022

SUBJECT: EQUIPMENT REPLACEMENT FUND – FUNDING GAP

The City of Clayton makes annual contributions for assets that will be purchased out of the Equipment Replacement Fund (ERF). These contributions originate from the Capital Improvement Fund or General Fund, depending on the value and useful life of each asset. Over the past 10 or more years, the funding schedules have expanded to include nearly all items with a minimum cost of \$5,000 and minimum useful life of 2 years. For a 2- or 3-year period, “catch-up” contributions were added when new items were added to the schedules to ensure 100% of the cost was contributed by the time of replacement. This practice of “catch-up” contributions was later discontinued with the understanding that items are added and removed over time, costs fluctuate from expectations, and the catch-up contributions significantly increased the annual contributions and therefore had an adverse effect on the General Fund.

During the FY 2023 budget process, the methodology of these replacement schedules has been updated to include only those assets with a cost of \$20,000 or more in addition to retaining all fleet assets. As a result of this change, items costing less than \$20,000 as well as assets which are expected to qualify for future external funding sources have been removed from the ERF schedules. By removing these items, annual contributions are reduced, and the future replacement of such items must compete for available funding with other operational needs. Through FY 2022, \$1,663,996 has been contributed for the items no longer included within the ERF schedules, and the contributions are broken down as follows:

Description	Cumulative Contributions
Municipal Garage	\$271,164
Items with a cost < \$20,000	\$662,603
Items expected to qualify for external funding	\$335,105
Items removed per department instruction	\$395,124
Total	\$1,663,996
Total, excluding Municipal Garage	\$1,392,832

Due to the addition of items mid-life cycle and fluctuations in prices and replacement models, some of the items remaining within the replacement schedules will not have 100% funding contributed by the time of the next replacement. The calculated funding gap for all items remaining within the Facilities ERF (FERF) and Software & Equipment ERF (SERF) is \$2,563,566.

	Gap Amount
Software & Equipment	\$1,398,694
Facilities	\$1,164,872
Total	\$2,563,566

The ERF projected cash flow for the next 5 fiscal years is as follows

	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028
Fund Balance October 1	7,828,678	8,456,329	7,792,090	8,361,140	7,181,545	6,898,427	7,481,901
Revenue & Other Financing Sources							
Transfer-in from Capital Improvement Fund	2,006,716	1,666,563	1,730,439	1,758,702	1,809,484	1,839,525	1,845,159
Sale of Assets	97,380	64,900	76,619	132,240	134,005	99,103	111,710
Other	76,119	94,115	50,000	50,000	50,000	50,000	50,000
Total Revenue & OFS	2,180,215	1,825,578	1,857,058	1,940,942	1,993,489	1,988,628	2,006,869
Expenditures & Other Financing Uses							
Purchases	1,214,314	2,489,817	1,288,008	3,120,537	2,276,607	1,405,154	1,775,377
Transfers-out to other funds	321,080	-	-	-	-	-	-
Other	17,170	-	-	-	-	-	-
Total Expenditures & OFU	1,552,564	2,489,817	1,288,008	3,120,537	2,276,607	1,405,154	1,775,377
Projected Fund Balance September 30	8,456,329	7,792,090	8,361,140	7,181,545	6,898,427	7,481,901	7,713,392

Estimated contributions for the next 5 fiscal years are reflected in the chart below:

Annual ERF contributions							
Fleet			889,784	902,743	939,189	956,309	961,943
Facilities			241,371	246,685	246,685	247,462	247,462
Software & equipment			599,284	609,274	623,610	635,754	635,754
Total contributions			1,730,439	1,758,702	1,809,484	1,839,525	1,845,159
Annual ERF purchases							
Fleet			757,066	2,390,177	1,724,301	945,695	1,073,389
Facilities			218,723	60,000	30,310	60,494	192,645
Software & equipment			312,219	670,360	521,996	398,965	509,343
Total purchases			1,288,008	3,120,537	2,276,607	1,405,154	1,775,377
Annual Sale of Assets revenue							
Fleet			153,238	264,480	268,010	198,205	223,419
Facilities			-	-	-	-	-
Software & equipment			-	-	-	-	-
Total Sale of Assets revenue			153,238	264,480	268,010	198,205	223,419

In our current ERF spreadsheet, contributions are tracked through fiscal year 2027. For cash flow purposes, we have used the same numbers for fiscal year 2028. Additionally, the projected contributions do not include catch up contributions for the estimated funding gap. Sale of asset revenue after fiscal year 2023 is based upon fleet assets only. The amount estimated for “other financing sources” is likely low; however, at this time we have no mechanism for determining future grants, donations or investment income.

Staff recommends the following actions be taken to apply cumulative contributions of items no longer tracked within the ERF to the gap, and to make up the remainder of the gap to ensure adequate funding is available.

- \$1,392,832 previously contributed for other items will remain in the ERF and allocated to apply toward the \$2,563,566 funding gap for remaining items.
- The remaining \$1,170,734 funding gap will be funded through annual contributions of \$100,000 from the Capital Improvement Fund over the course of the next 12 fiscal years. As demonstrated above, the ERF’s cash flows are sufficient to cover estimated purchases during this time frame, and this will not place additional stress on the CIP while the funding gap is being caught up.

Staff further recommends the \$271,164 previously contributed for the Municipal Garage be allocated to project design costs for the proposed Municipal Garage renovation project. These funds will be transferred from the Equipment Replacement Fund to the Capital Improvement Fund.

Please let me know if you have any questions or need any additional information.

CAPITAL IMPROVEMENT FUND PROJECT PLAN - FISCAL YEARS 2023 - 2027

SUMMARY	FY22 Estimated	FY23 Proposed	FY24 Planning	FY25 Planning	FY26 Planning	FY27 Planning	Total FY23-27
Beginning Fund Balance	8,414,499	6,455,343	6,075,492	6,355,040	7,614,664	9,978,776	
Revenues							
Ongoing Revenues	5,062,238	5,306,705	5,358,185	5,468,506	5,575,819	5,685,161	26,771,453
Project Related Revenues	495,000	522,750	1,242,500	22,500	22,500	22,500	2,305,250
Transfers-In and One-time Revenue	5,970	267,127	2,394	0	0	0	275,491
Total Revenues	5,563,208	6,096,581	6,603,079	5,491,006	5,598,319	5,707,661	29,352,194
Expenditures							
Transfers & Debt	4,390,004	3,895,272	3,907,251	3,688,883	2,554,707	2,604,588	18,436,116
Projects	3,132,360	2,581,161	2,416,280	542,500	679,500	1,795,224	9,351,801
Total Expenditures & Transfers	7,522,364	6,476,433	6,323,531	4,231,383	3,234,207	4,399,813	27,787,917
Surplus (Deficit)	(1,959,156)	(379,852)	279,548	1,259,624	2,364,112	1,307,848	
Ending Fund Balance	6,455,343	6,075,492	6,355,040	7,614,664	9,978,776	11,286,624	
Internal Fund Balance Target (25% of Ongoing Revenue)	1,265,559	1,326,676	1,339,546	1,367,127	1,393,955	1,421,290	

REVENUE		FY22	FY23	FY24	FY25	FY26	FY27	Total
		Estimated	Proposed	Planning	Planning	Planning	Planning	FY23-27
Ongoing Revenues								
410.15	Capital Improvement Sales Tax	1,388,087	1,457,491	1,486,641	1,516,374	1,546,701	1,577,635	7,584,843
410.16	Parks & Stormwater Sales Tax	1,213,155	1,293,563	1,329,434	1,371,023	1,408,343	1,446,410	6,848,773
410.17	Use Tax	1,317,685	1,344,039	1,370,919	1,398,338	1,426,305	1,454,831	6,994,431
403	Railroad & Other Utilities	3,061	3,000	3,000	3,000	3,000	3,000	15,000
418	Road & Bridge	1,092,117	1,146,723	1,158,190	1,169,772	1,181,470	1,193,284	5,849,439
470.11	Interest	48,133	61,889	10,000	10,000	10,000	10,000	101,889
Total Ongoing Revenues		5,062,238	5,306,705	5,358,185	5,468,506	5,575,819	5,685,161	27,394,375
Project Related Revenues								
425.11	Federal Grants	-	45,000	822,500	22,500	22,500	22,500	935,000
426.11	State and Local Grants	266,855	425,760	420,000	-	-	-	845,760
427.11	Other Grants & Donations	228,145	51,990	-	-	-	-	51,990
Total Project Related Revenues		495,000	522,750	1,242,500	22,500	22,500	22,500	1,832,750
Transfers-In from Other Funds & One-time Revenue								
490.11	Sale of Assets	-	-	-	-	-	-	-
480.10	Miscellaneous	-	-	-	-	-	-	-
499.5	Transfer from Equipment Replacement Fund	-	261,164.0	-	-	-	-	261,164.0
499.61	Transfer from 2014 Bond Construction	-	-	-	-	-	-	-
499.63	Transfer from Ice Rink Project	-	-	-	-	-	-	-
499.10	Energy Loan Pay-back	-	-	-	-	-	-	-
470.16	Interest for Special Assessment - Ellenwood	778	771	202	-	-	-	973
477.16	Ellenwood NID	5,192	5,192	2,192	-	-	-	7,384
		5,970	267,127	2,394	0	0	0	269,521
Total Revenue		5,563,208	6,096,581	6,603,079	5,491,006	5,598,319	5,707,661	29,496,646

EXPENDITURES		FY22	FY23	FY24	FY25	FY26	FY27	Total
		Estimated	Proposed	Planning	Planning	Planning	Planning	Total
Debt, Transfers & CRSWC Contributions								
Refund FY2 Debt Service - 2011 Police Bldg/Various		561,569						0
Pay off FY3 Debt Service - 2021 Police Bldg/Various		105,828	574,100	587,300	589,500	590,900	586,600	2,928,400
Began FY19 Contribution to CRSWC - Annual		410,000	200,000	200,000	200,000	200,000	200,000	1,000,000
Contribution to CRSWC - Deficit		200,000	200,000	100,000	-	-	-	300,000
FY20 Only Transfer-out for Center/Pkg Lot Overage		55,592	-	-	-	-	-	0
Began FY19 Transfer to GF for operations		475,300	654,609	689,513	726,137	793,612	834,762	3,698,632
Began FY19 Transfer to ERF (estimate)		2,006,716	1,666,563	1,730,438	1,758,703	870,195	883,226	6,909,125
Begin FY20 Transfer to Fund 61 for City Portion		75,000	-	-	-	-	-	0
Pay-back Past Ice Rink Expenditures		500,000	500,000	500,000	314,543	-	-	1,314,543
End FY34 ERF Funding Gap Contribution			100,000	100,000	100,000	100,000	100,000	500,000
Total Debt, Transfers & CRSWC Contributions		4,390,004	3,895,272	3,907,251	3,688,883	2,554,707	2,604,588	16,650,700

Recommended Projects		FY22 Estimated	FY23 Proposed	FY24 Planning	FY25 Planning	FY26 Planning	FY27 Planning	Total
Complete	Brentwood Blvd Resurfacing							-
Complete	Maryland Avenue Park - Demo Building	38,470	-	-	-	-	-	-
Complete	Shaw Park Ballfield Playground Replacement	109,762	-	-	-	-	-	-
Complete	Shaw Park South Playground Replacement	203,845	-	-	-	-	-	-
Active	10 S Brentwood - Exterior Impr. Phase 2	250,000	250,000	-	-	-	-	250,000
Active	10 S Brentwood - Police Dept Training Rm	90,000	-	-	-	-	-	-
Active	10 S Brentwood Exterior Signage	32,000	-	-	-	-	-	-
Active	Anderson Park Project	62,660	-	-	-	-	-	-
Active	Bike & Pedestrian Master Plan	-	60,000	29,700	-	-	-	89,700
Active	Central Business Dist. Resurfacing Phase 2	140,000	50,000	1,144,080	-	-	-	1,194,080
Active	Demolition of Ice Rink Building & Relocation of Electric for Park	1,173,683	-	-	-	-	-	-
Active	Maryland Avenue Park - Development	-	477,750	-	-	-	-	477,750
Active	Oak Knoll Pond Improvements	177,014	-	-	-	-	-	-
Active	Parks Master Plan	-	112,000	-	-	-	-	112,000
Active	Shaw Park Service Road Repairs	-	230,000	-	-	-	-	230,000
Active	Sidewalks & Curbs (CDBG)	-	45,000	22,500	22,500	22,500	22,500	135,000
Active	Sidewalks, Curbs & Accessibility Impr. (51)	-	-	100,000	100,000	100,000	-	300,000
54	Microsurfacing of Clayton Gardens, Clayshire, Parkside, Polo & Carondek	-	564,411	-	-	-	-	564,411
54	Microsurfacing of Old Town, Skinker Heights, Hi-Pointe, DeMun, Northmo	460,000	-	-	-	-	-	-
54	Mircosurfacing Moorlands, Hillcrest, Wydown Forest	-	-	-	-	-	575,017	575,017
54	Shaw Park Lighting System Upgrades	-	-	420,000	420,000	-	-	840,000
53	Oak Knoll Comfort Station Enhancements	-	45,000	-	-	-	-	45,000
53	Municipal Garage Renovation	-	450,000	-	-	-	-	450,000
51	North Shelter Enhancements	-	45,000	-	-	-	-	45,000
51	South Shelter Enhancements	-	65,000	-	-	-	-	65,000
48	Shaw Park Tennis Center Lighting	-	-	200,000	-	-	-	200,000
42	Roof at #1 Oak Knoll Park	-	-	500,000	-	-	-	500,000
31	10 S Brentwood - Garage Security	-	77,000	-	-	-	-	77,000
31	City Hall - Council Chamber Security & Exec. Conf. Rm.	-	-	-	-	496,000	-	496,000
27	Fire Admin Asst. Office Reconfiguration Project	-	-	-	-	61,000	-	61,000
23	Pavement Rejuvenator - Brentwood Blvd and Maryland Ave	71,830	-	-	-	-	-	-
23	Pavement Rejuvenator - Moorlands, Hillcrest, Wydown Forest	108,096	-	-	-	-	-	-
21	10 N Bemiston - Air Handler Unit #4 Improvements	215,000	-	-	-	-	-	-
66	Aphalt Overlay - Hunter/S Gay/Shaw Park Dr/Lower Shaw Park Lot	-	-	-	-	-	722,653	722,653
66	Microsurfacing - Davis Place	-	-	-	-	-	307,501	307,501

35	Oak Knoll Pavilion North End	-	110,000	-	-	-	-	110,000
30	Shaw Park Sports Complex Renovations	-	-	-	-	-	50,000	50,000
23	Pavement Rejuvenator - Various Locations	-	-	-	-	-	117,554	117,554
Total Recommended Projects		3,132,360	2,581,161	2,416,280	542,500	679,500	1,795,224	8,014,666
Total Planned Expenditures		7,522,364	6,476,433	6,323,531	4,231,383	3,234,207	4,399,813	24,665,366

Unfunded Projects		FY22 Estimated	FY23 Proposed	FY24 Planning	FY25 Planning	FY26 Planning	FY27 Planning	Future
53	Municipal Garage Renovation	-	-	-	7,117,102	-	-	-
51	Multi-Purpose Facility Ice Rink	-	-	-	-	-	-	-
51	Alley Repairs	-	-	-	-	-	77,500	594,900
49	Streetlight Replacement - Wydown Blvd.	-	-	-	-	-	-	3,986,112
49	Streetlight Replacement - Project	-	-	-	-	-	-	12,475,312
46	Shaw Park Fields 1 & 2	-	-	-	-	-	-	300,000
45	Hanley House Fire Suppression System & Interior Restoration	-	-	-	-	-	-	400,000
40	Sand Volleyball Improvements	-	-	-	-	-	-	100,000
39	Oak Knoll Lighting Upgrades	-	-	-	-	-	-	715,000
38	Park Land Acquisition	-	-	-	-	-	-	2,500,000
37	Promenade & Garden Walk in Shaw Park	-	-	-	-	-	-	1,500,000
35	Subdivision Monuments	-	-	65,241	166,309	-	-	-
31	Shaw Park South Entrance	-	-	-	-	-	-	500,000
31	FD Garage/Storage Facility	-	-	-	-	-	174,000	-
30	Picnic Hill in Shaw Park	-	-	-	-	-	-	200,000
29	Climbing Wall at SPAC	-	-	-	-	-	-	150,000
29	Hanley Park Improvements	-	-	-	-	-	-	300,000
22	Remodel FD Captain's Office	-	-	-	-	-	63,700	-
Total Unfunded Projects		0	0	65,241	7,283,411	0	315,200	23,721,324

THE CITY OF CLAYTON

Board of Aldermen
Virtual Zoom Meeting
July 12, 2022
7:03 p.m.

Minutes

The meeting was open to individuals to attend in-person and/or virtually via Zoom.

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

In-person: Aldermen: Rich Lintz, Bridget McAndrew, Becky Patel, Gary Feder, Mayor Harris, City Manager Gipson, and City Clerk Frazier

Staff: Assistant City Manager Muskopf, Anna Krane, Director of Planning

Virtually: Aldermen Ira Berkowitz and City Attorney O'Keefe

Absent: Alderman Susan Buse

Motion made by Alderman McAndrew to approve the June 28, 2022, minutes. Alderman Berkowitz seconded.

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

PUBLIC REQUESTS AND PETITIONS

None

RECOGNITIONS & AWARDS

Mayor Harris presented the Mayor's Youth Advisory Council (MYAC) members, Lily Kleinhenz and Larry Quian the MYAC Outstanding Participant's Award.

PRESENTATION ON THE MAYOR'S COMMEMORATIVE LANDSCAPE TASK FORCE

Mayor Harris provided a presentation and update on the Mayor's Commemorative Landscape Task Force. (*presentation attached*).

In summary, the Mayor's Commemorative Landscape Task Force recommends that (1) a multi-dimensional, phased commitment to commemorating the African American history in Clayton; and (2) the history on the website is amended to include this community.

The Board was in consensus to consider the recommendations.

DISCUSSION ON LOCAL HISTORIC DISTRICTS

City Manager Gipson provided a presentation/discussion on the local historic districts.
(*presentation attached*)

Mayor Harris shared her interest in the Maryland shops which are of the Colonial Williamsburg architecture.

The Board was in consensus to research information and continue the discussion.

DISCUSSION ON CITIZEN ENGAGEMENT

City Manager Gipson provided the Board with an update on citizen engagement as discussed at the 2021 Board of Aldermen retreat. The remaining timeline is as follows:

- Communications Strategy Discussion – Summer 2022
- Waste Collection/Property Tax Survey Discussion – Summer 2022
- Mayor update letter in September (special mailing)
- Waste Collection/Service Level/Property Tax survey in October 2022
- Public Forum in November or December 2022
- Articles in City Views – Winter 22/23 Edition and Spring 2023

The city has utilized traditional randomized mail surveys to gather community input. The estimated cost for a traditional survey to determine service level and tax rate preferences is \$11,450. This is in addition to the biannual citizen survey that will be conducted in the spring of 2023 (\$14,750).

It was determined that the survey questions utilized in the months leading up to the property tax ballot question in 2021 were ineffective and difficult for some residents to understand. Staff has been researching alternative formats and more innovative community engagement tools. Staff is requesting that the Board of Aldermen consider the use of Balancing Act for an upcoming survey. This could be used as the sole survey method or a supplement to a traditional paper survey. Staff believes that the Balancing Act platform would result in better understanding of the financial situation, questions posed and generally enhance interaction with residents. The annual cost of this service is \$5,800.

With Balancing Act, IP addresses can be monitored to ensure that individuals are not submitting multiple responses to the survey. Additionally, an email address can be required with submittals. This would help build the email address list for communications and act as an additional safeguard against repeat responders.

City Manager Gipson provided examples of products that other cities have utilized to survey residents about service levels and/or taxes.

The Board was in consensus for staff to proceed with the survey.

OTHER

Alderman Lintz reported on the following:

- DeMun Mural unveiling event is scheduled for July 16

Alderman Berkowitz reported on the following:

- Plan Commission/ARB
- July 4th neighborhood celebration

Alderman McAndrew reported on the following:

- Davis Place annual meeting held July 11

Alderman Patel reported on the following:

- July 4th Hillcrest celebration
- DeMun Mural

Alderman Feder reported on the following:

- “Yappy Hour” reception at Anderson Park was held July 11
- Davis Place annual meeting

Mayor Harris reported on the following:

- “Yappy Hour” reception at Anderson Park was held July 11
- Davis Place annual meeting
- “Yappy Hour” reception at Anderson Park
- Mayor’s food drive yielded 9,000 pounds of food, equals 7,000 meals

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

The motion passed unanimously on a voice vote.

There being no further business the meeting adjourned at 9:06 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: JULY 26, 2022

SUBJECT: PUBLIC HEARING & A RESOLUTION - CONDITIONAL USE PERMIT FOR 7529 FORSYTH BOULEVARD

This is a public hearing and resolution approving an application for a Conditional Use Permit submitted by 7529 Forsyth LLC, owner, to allow the restoration of two residential units in the existing building.

The subject property is zoned C-2 General Commercial District and is located in the Forsyth Station TOD. Multi-family residential uses are allowable in the Forsyth Station TOD as part of a mixed-use building provided a Conditional Use Permit is approved by the Board of Aldermen.

The site is currently developed with a three-story, multi-tenant building. The building was originally constructed in 1918 with commercial/retail on the first floor and residential above. The residential above were then converted to small office uses. The applicant proposes to restore the residential use to the upper floors, while maintaining the commercial/retail on the ground floor.

The Zoning Code requires two parking spaces for each dwelling unit in multi-family buildings, however, the property is located in the Forsyth Station TOD overlay, which removes the minimum parking requirement. One reserved parking space per unit is provided on site, with additional resident parking options available in the immediate area.

The Plan Commission considered this request at their meeting on July 5, 2022, and voted unanimously to recommend approval to the Board of Aldermen.

Recommendation: To approve the Conditional Use Permit with the conditions outlined in the Resolution.

RESOLUTION NO. 2022-16

WHEREAS, on June 22, 2022, an application and letter requesting a Conditional Use Permit were submitted by Monica Saleeby on behalf of 7529 Forsyth LLC, owner, requesting a Conditional Use Permit for the use of the building addressed 7529 Forsyth Boulevard as a mixed-use building; and

WHEREAS, the City Plan Commission considered the request at its July 5, 2022, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen finds and determines that the applicant has clearly established that the criteria for approval of a Conditional Use Permit set out in Section 405.840 of Clayton's Zoning Regulations are met.

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the issuance of a Conditional Use Permit to 7529 Forsyth, LLC, for the use of the property addressed 7529 Forsyth Boulevard as a mixed-use building, is hereby approved. Said property is more particularly described as follows:

LOT PARTS 11-12 W 30 FEET OF E 90 FEET OF HANLEY ADDITION TO CLAYTON
IN THE TOWN (NOW CITY) OF CLAYTON, MISSOURI

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

- (1) The permit shall be granted to 7529 Forsyth, LLC, (the "Permittee"), and shall not be transferred or assigned without the prior written approval of the City of Clayton.
- (2) The property shall be improved, maintained, and operated substantially in accordance with an application dated June 22, 2022, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) The Permittee shall maintain a minimum of one (1) off-street parking space per residential unit, as well as one (1) bicycle rack per the City's Parking and Bicycle Parking Regulations.
- (4) Use of the ground-floor shall be reserved for commercial/retail use as required by the Forsyth Station TOD.
- (5) That the Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.
- (6) That Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

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

Adopted this 26th day of July 2022.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: JULY 26, 2022
RE: ORDINANCE – AGREEMENT WITH MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION FOR THE CENTRAL BUSINESS DISTRICT
(CBD) RESURFACING PHASE 2 PROJECT

In February of 2021, the City of Clayton applied for a grant from the East-West Gateway Council of Governments to resurface portions of the Central Business District (N Brentwood Blvd, Central Ave., Bemiston Ave., and Carondelet Ave.) for the third year in a row. The project qualified for funding through the Surface Transportation Program. The project also includes portions of S. Bemiston Ave. and Carondelet Ave. that are not eligible for grant reimbursement.

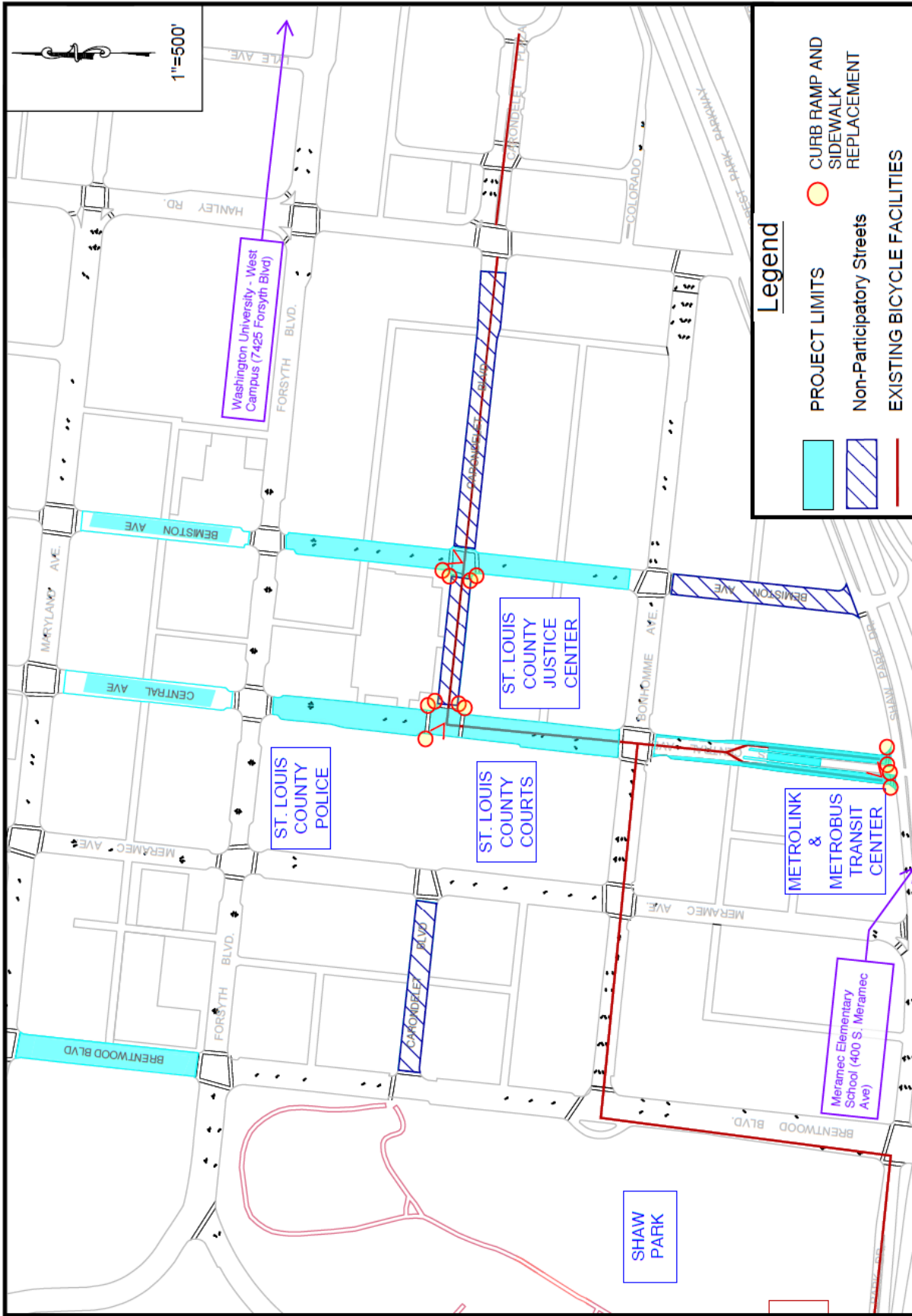
In November of 2021, the city received notification that this project was approved for funding by East-West Gateway, the attached program agreement was received in July of 2022.

The total project cost is estimated to be \$1,239,600. Sixty-five percent, or \$800,000, of the estimated project cost, will be reimbursable through East-West Gateway's Transportation Improvement Program (TIP). The city will be responsible for \$439,600 of the estimated total. The project design, property acquisition, and construction inspection will be funded by the City and are included in the above estimates. The design contract, which includes Phases 1 & 2, was approved by the Board of Alderman in December of 2020. This project is budgeted over multiple years with construction scheduled for 2024.

Project improvements will include the milling and replacement of 2 inches of asphalt, replacement of select curb & gutter, improvement of curb ramps to ADA standards, pavement base repair, bicycle sharrows markings and signage, and installation of brick paver crosswalks.

The Missouri Department of Transportation has provided this agreement, which the Missouri Highways and Transportation Commission is very unlikely to approve if modified in any way.

STAFF RECOMMENDATION: Approve the ordinance authorizing the execution of an agreement with the Missouri Highways and Transportation Commission for the funding of the Central Business District Resurfacing Phase 2 Project.



DETAILED LOCATION MAP - CENTRAL BUSINESS DISTRICT RESURFACING - PHASE 2

BILL NO. 6905

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL AND EXECUTION OF A STP-URBAN PROGRAM AGREEMENT BETWEEN THE CITY OF CLAYTON AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND ACTIONS RELATED THERETO

WHEREAS, the City desires to provide a new asphalt surface, repaired curb and gutter, and upgraded curb ramps along portions of N. Brentwood Blvd, Central Ave., Bemiston Ave., and Carondelet Ave. in the Central Business District in the City of Clayton; and

WHEREAS, upon the City's application for Surface Transportation Program ("STP") funding through the East-West Gateway Council of Governments for the Central Business District Resurfacing Phase 2 Project (STP-5438(615)) was approved;

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

Section 1. The execution of the Grant Agreement with The Missouri Highway and Transportation Commission is hereby approved in substantially the form attached hereto and marked Exhibit "A".

Section 2. The City Manager of the City of Clayton is hereby authorized to execute on behalf of the City and the City Clerk is authorized to attest said signature and attach the official seal of the City of Clayton to the form attached hereto and marked Exhibit "A". The City Manager is hereby also authorized to take such administrative steps as may be necessary and to execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Agreement.

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

Passed this 26th day of July 2022.

Mayor

ATTEST:

City Clerk

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP-5438(615)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clayton, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America's Surface Transportation Act (FAST) 23 U.S.C. §133, authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP-5438(615) involves:

Resurfacing, curb ramp replacement, sidewalk slab replacement, ADA compliant landing pads, preventative safety countermeasures and signing. The replacement of stamped asphalt crosswalks with brick paver crosswalk will be paid for with 100% local funds.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP-5438(615) by the Commission is within the city limits of Clayton, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Brentwood Boulevard from Forsyth to Maryland, Central Avenue from Maryland to Shaw Park Drive, and Bemiston Avenue from Bonhomme Avenue to Maryland. Bemiston Avenue between Shaw Park Drive and Bonhomme Avenue and Carondelet Avenue between Brentwood Boulevard and Clayton road are local roads and will be funded 100% by the City.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the

Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by

City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$800,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5438(615) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) AUDIT REQUIREMENT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
10 N. Bemiston Avenue
Clayton, MO 63105
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing services or operating programs on behalf of the

Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CLAYTON

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

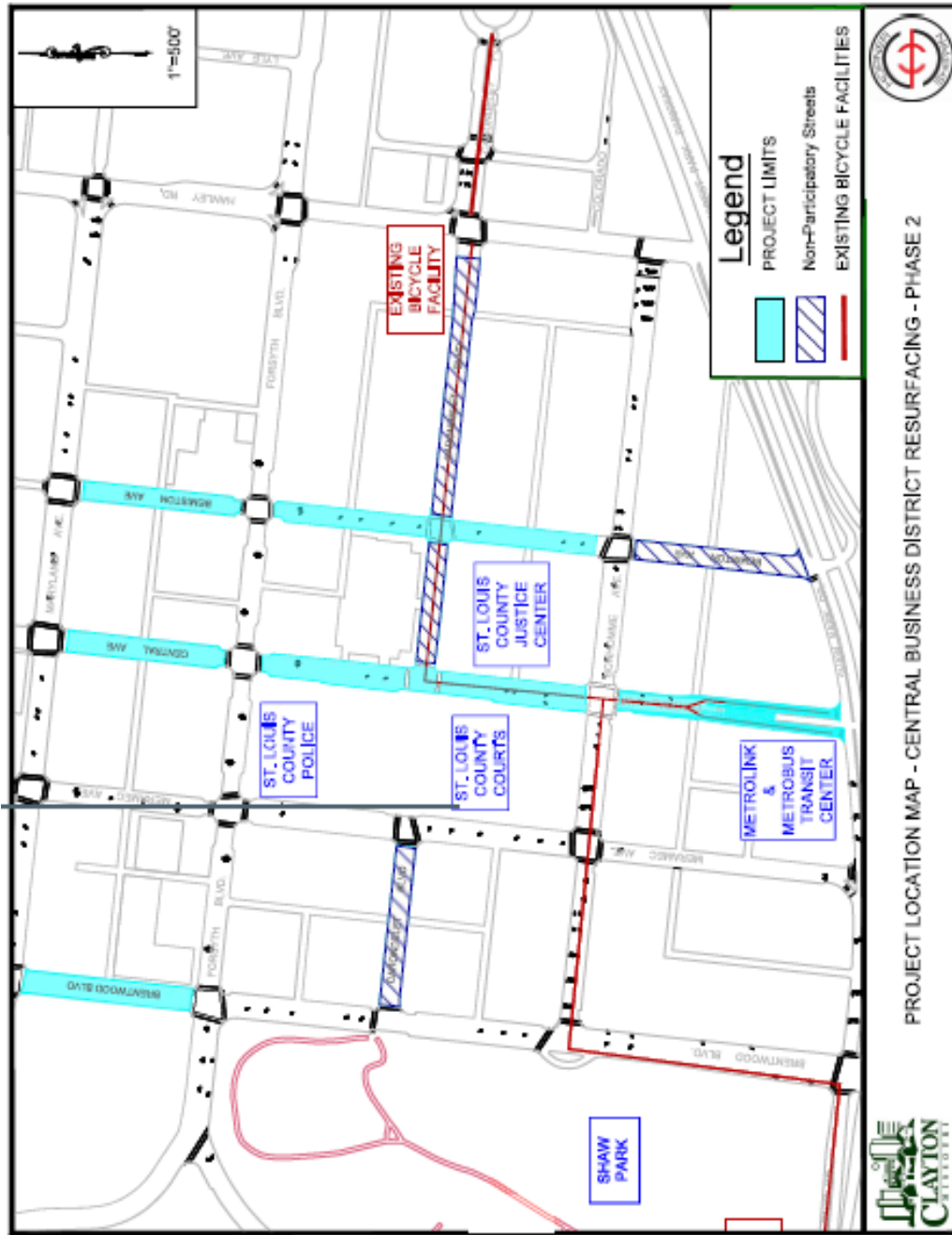
By _____

Commission Counsel

Title _____

Ordinance No:_____

Exhibit A - Location of Project



PROJECT LOCATION MAP - CENTRAL BUSINESS DISTRICT RESURFACING - PHASE 2

Exhibit B – Project Schedule

Project Description: STP-5438(615)

Note: many stages can occur concurrently.			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	12/2021	02/2022	3
Engineering services contract submitted and approved*			
Obtain environmental clearances (106, CE2, T&E, etc.)	04/2022	09/2022	6
Public meeting/hearing			
Develop and submit preliminary plans	04/2022	07/2022	4
Preliminary plans approved	08/2022	09/2022	2
Develop and submit right-of-way plans	10/2022	12/2022	3
Review and approval of right-of-way plans	01/2023	03/2023	3
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	03/2023	04/2023	2
Right-of-way acquisition	04/2023	03/2024	12
Utility coordination	04/2022	04/2024	25
Develop and submit PS&E	01/2024	04/2024	4
District approval of PS&E/advertise for bids*	05/2024	06/2024	2
Submit and receive bids for review and approval	07/2024	08/2024	2
Project implementation/construction	09/2024	07/2025	11
* Finish date must match fiscal year for each milestone shown in bold text.			

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.



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*)
JUNE FRAZIER, CITY CLERK
DATE: JULY 26, 2022
SUBJECT: RESOLUTION – READOPTING PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST

In 1991, the Missouri General Assembly adopted the ethics/personal financial disclosure law, which affects municipalities with an annual operating budget in excess of \$1 million. The ethics legislation allowed political subdivisions to establish their own method of disclosing potential conflicts of interest and substantial interests. Accordingly, pursuant to Section 105.485 of the Missouri Revised Statutes, on August 13, 1991, the City adopted by ordinance its own simplified personal financial disclosure requirements.

According to Section 105.485.4, RSMo., the Missouri Ethics Commission requires each affected municipality to readopt the personal financial disclosure ordinance in an open meeting biennially by September 15th.

Recommended Action: To approve the resolution readopting the City of Clayton's procedure to disclose potential conflicts of interest and substantial interests for certain municipal officials.

RESOLUTION NO. 2022-17

A RESOLUTION READOPTING AND REAFFIRMING THE CITY'S METHOD OF DISCLOSING POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTERESTS

WHEREAS, Section 105.485.4, RSMo. 2016, requires certain employees, officials and candidates of certain political subdivisions of the State of Missouri (the "State"), to file financial interest statements with the Missouri Ethics Commission (the "Commission"), unless said political subdivision adopts an ordinance, order or resolution which establishes and makes public its own method of disclosing potential conflicts of interest and substantial interests; and,

WHEREAS, the City of Clayton (the "City") previously adopted such regulations now codified as Sections 120.010 through 120.070 of the Code of Ordinances of the City of Clayton, Missouri, which, *inter alia*, established and made public the City's chosen method of disclosing potential conflicts of interest and substantial interests in accordance with the requirements of Section 105.485.4, aforesaid; and,

WHEREAS, Section 105.485.4, requires political subdivisions that wish to establish their own method of disclosing potential conflicts of interest and substantial interests to adopt an ordinance, order or resolution at an open meeting by September 15th biennially;

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

1. The Board of Aldermen hereby readopts and reaffirms the requirements and policies of Sections 120.010 through 120.070 of the Code of Ordinances of the City of Clayton, Missouri, attached as Exhibit A, as the City's chosen method of disclosing potential conflicts of interest and substantial interests in accordance with the requirements of Section 105.485.4, RSMo. 2016; and,

2. The City Clerk of the City of Clayton is hereby authorized and directed to file with the Commission a copy of this Resolution, including Exhibit A, within 10 days of the date of its adoption by the Board.

Passed by the Board of Aldermen this 26th day of July 2022.

Mayor

Attest:

City Clerk

Chapter 120. Conflicts of Interest

Section 120.010. Declaration of Policy

[Ord. No. 5886 §1, 8-9-2005; Ord. No. 5947 §1, 8-22-2006; Ord. No. 5982 §1, 7-10-2007; Ord. No. 6023 §1, 7-8-2008; Ord. No. 6083 §1, 7-14-2009]

The proper operation of municipal government requires that public officials and employees be independent, impartial and responsible to the people; that government decisions and policy be made in the proper channels of the governmental structure; that public office not be used for personal gain; and that the public have confidence in the integrity of its government. In recognition of these goals, there is hereby established a procedure for disclosure by certain officials and employees of private financial or other interests in matters affecting the City.

Section 120.020. Conflicts of Interest

[Ord. No. 5886 §2, 8-9-2005; Ord. No. 5947 §2, 8-22-2006; Ord. No. 5982 §2, 7-10-2007; Ord. No. 6023 §2, 7-8-2008; Ord. No. 6083 §2, 7-14-2009]

All elected and appointed officials as well as employees of the City of Clayton shall comply with Section 105.454, RSMo., on conflicts of interests as well as any other State law governing official conduct. The Mayor or any member of the Board of Aldermen who has a substantial personal or private interest, as defined by State law, in any measure, bill, order or ordinance proposed or pending before the Board of Aldermen shall disclose that interest to the City Clerk and such disclosure shall be recorded in the records of the Board of Aldermen and shall disqualify himself/herself from voting on any matters relating to this interest.

Section 120.030. Disclosure Reports

[Ord. No. 5886 §3, 8-9-2005; Ord. No. 5947 §3, 8-22-2006; Ord. No. 5982 §3, 7-10-2007; Ord. No. 6023 §3, 7-8-2008; Ord. No. 6083 §3, 7-14-2009]

A.

Each elected official, the City Manager as Chief Administrative Officer, the City Manager or someone appointed by him as provided in Article VII, Section 3 of the Clayton Charter as the Chief Purchasing Officer and the full-time general counsel, if any, shall disclose the following information by May first (1st) if any such transactions were engaged in during the previous calendar year:

1.

For such person and all persons within the first degree of consanguinity or affinity of such person, the date and the identities of the parties to each transaction with a total value in excess of five hundred dollars (\$500.00), if any, that such person had with the political subdivision, other than compensation received as an employee or payment of any tax, fee or penalty due to the political subdivision, and other than transfers for no consideration to the political subdivision; and

2.

The date and the identities of the parties to each transaction known to the person with a total value in excess of five hundred dollars (\$500.00), if any, that any business entity in which such person had a substantial interest, had with the political subdivision, other than payment of any tax, fee or penalty due to the political subdivision or transactions involving payment for providing utility service to the political subdivision, and other than transfers for no consideration to the political subdivision.

3.

The Chief Administrative Officer and the Chief Purchasing Officer also shall disclose by May first (1st) for the previous calendar year the following information:

a.

The names and addresses of each of the employers of such person from whom income of one thousand dollars (\$1,000.00) or more was received during the year covered by the statement;

b.

The name and address of each sole proprietorship that he owned; the name, address and the general nature of the business conducted of each general partnership and joint venture in which he was a partner or participant; the name and address of each partner or co-participant for each partnership or

joint venture unless such names and addresses are filed by the partnership or joint venture with the Secretary of State; the name, address and general nature of the business conducted of any closely held corporation or limited partnership in which the person owned ten percent (10%) or more of any class of the outstanding stock or limited partnership units; the name of any publicly traded corporation or limited partnership that is listed on a regulated stock exchange or automated quotation system in which the person owned two percent (2%) or more of any class of outstanding stock, limited partnership units or other equity interests;

C.

The name and address of each corporation for which such person served in the capacity of a director, officer or receiver.

Section 120.040. Filing of Reports

[Ord. No. 5886 §4, 8-9-2005; Ord. No. 5947 §4, 8-22-2006; Ord. No. 5982 §4, 7-10-2007; Ord. No. 6023 §4, 7-8-2008; Ord. No. 6083 §4, 7-14-2009]

The reports, in a form acceptable to the Missouri Ethics Commission, shall be filed with the City Clerk and with the Missouri Ethics Commission in accordance with the Commission's requirements. The reports shall be available for public inspection and copying during normal business hours.

Section 120.050. When Filed

[Ord. No. 5886 §5, 8-9-2005; Ord. No. 5947 §5, 8-22-2006; Ord. No. 5982 §5, 7-10-2007; Ord. No. 6023 §5, 7-8-2008; Ord. No. 6083 §5, 7-14-2009]

A.

The financial interest statements shall be filed at the following times, but no person is required to file more than one (1) financial interest statement in any calendar year:

1.

Each person appointed to office shall file the statement within thirty (30) days of such appointment or employment;

2.

Every other person required to file a financial interest statement shall file the statement annually not later than May first (1st) and the statement shall cover the calendar year ending the immediately preceding December thirty-first (31st); provided that any member of the Board of Aldermen may supplement the financial interest statement to report additional interests acquired after December thirty-first (31st) of the covered year until the date of filing of the financial interest statement.

Section 120.060. Conflicts of Interest — Contracts and Agreements

[CC 1970 §17-118; Ord. No. 5391 §3, 10-28-1997]

A.

The following provisions, in substantially the form set forth below, shall be incorporated in all contracts and agreements with governmental bodies, governmental entities and private parties and corporations wherein the City's public powers, obligations, consents or funds or other financial obligation are involved:

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 the City having any power of review or approval of any of the undertakings contemplated by the agreement shall knowingly participate in any decision(s) relating thereto which affect his/her personal interests or those of his/her immediate family or those of any corporation or partnership in which he/she or a member of his/her immediate family is directly or indirectly interested.

2.

The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his/her immediate family is a member of the Board of Aldermen or is employed by the City 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. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a

person employed by the City 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.

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.

4.

For purposes of this Section, a person shall be deemed to have an interest in a corporation or partnership if he/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 (\$10,000.00) 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 (\$5,000.00) or, per year therefrom.

5.

In the event that any or all of the foregoing provision(s) shall conflict with Federal, State or other local laws, ordinances or regulations, then the requirements of such Federal, State or local laws, ordinances or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City 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.

Section 120.070. Penalty

[Ord. No. 6114 §1, 8-10-2010]

Any person violating any part of this Chapter shall be prosecuted under the general penalty ordinance of the City of Clayton as set forth at Section [100.110](#) of the Code of Ordinances.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: July 26, 2022

SUBJECT: RECOMMENDATION FROM THE MAYOR'S COMMEMORATIVE
LANDSCAPE TASK FORCE

On July 12, 2022, the Mayor and Board of Aldermen received a recommendation from the Mayor's Commemorative Landscape Task Force to commemorate the African American history of Clayton. It is recommended that the city utilize a multi-dimensional, phased approach to the remembrance of the Black history of Clayton by working with the Clayton Community Foundation, City staff, and appropriate committees and commissions as determined by the Board of Aldermen.

Mayor's Commemorative Landscape Task Force

RECOMMENDATION: Commemorating Clayton's African American Community

Guiding Principles

- 1. Commemorative objects should align with our community's highest aspirations, including as these relate to truthfulness, equity, and inclusion.***
- 2. When considering existing or proposed commemorative objects, the City of Clayton should seek to honestly and productively engage history, and never to erase it.***
- 3. When considering inherited and new commemorative objects, both past and present contributions and impacts of the representation must be given careful consideration.***

Evaluation Criteria

- 1. Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values? If yes, please explain.***
- 2. What was the context at the time and is that something we want to continue to honor and embrace?***
- 3. Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value?***
- 4. Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public?***
- 5. Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?***

Summary

The Mayor's Commemorative Landscape Task Force recommends a multi-dimensional, phased commitment to commemorating the African American history of Clayton. Between the 1880s and 1960s Clayton was home to a substantial and thriving Black

community, despite persistent discrimination, limited economic opportunity, and political influence. Black Clayton residents were homeowners and renters, employed in various sectors as educators, laborers, domestics, and city workers. They established two of the first churches in Clayton, started businesses, and enriched the cultural life of Clayton in numerous ways. The Black community was established in an integrated “Old Clayton” - and grew there in part because housing discrimination and restrictive covenants prohibited residence elsewhere - and was uprooted with other residents of that area by “urban renewal” projects in the mid-twentieth century. As Clayton grew Black residents were displaced by a combination of racial-residential restrictions and rising housing costs. Today Old Clayton is the downtown business district and its African American community history has largely been erased and forgotten. For more detail on this history of Clayton’s African American community see the timeline and map in the Appendix.

As Clayton seeks to become recognized as a welcoming, inclusive community, we should prioritize greater remembrance of this once thriving community, including acknowledgment and disavowal of the policies and practices that led to its decline and marginalization.

We recommend a multi-dimensional, phased approach to remembrance of the Black history of Clayton involving the collection and preservation of historical documents and the installation of historical markers in key places (phase one); creation of virtual and physical tours (phase two); and public art and/or interpretive content through exhibitions in museums, libraries, community parks, or other appropriate locations (phase three). We would also recommend that the history on the website be amended to include this community. As it currently stands, there is no mention of it on the City of Clayton’s website: <https://www.claytonmo.gov/government/history>

This would be an on-going effort, working with CCF, staff and appropriate committees and commissions as determined by the BOA to find other ways to tell this story. At this stage we seek a commitment in principle to the proposed commemorative effort, outlining the rationale and recommended approach.

Below we provide more detail on this commemorative recommendation with reference to our evaluation criteria.

Evaluation Criteria

- 1. Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values? If yes, please explain.***

- a. *The City of Clayton today desires to be a diverse and inclusive community where everyone feels welcome and at home. In this spirit, we need to tell our full history, including that of the vibrant African American community that was once displaced.*
- b. *By telling the stories of those who came before us, we can better understand each other today.*

2. What was the context at the time and is that something we want to continue to honor and embrace?

- a. *From east of Hanley Road, west to Brentwood Blvd., north to what is now Forsyth, and south to Bonhomme (see map in appendix), generations of African American families lived, worked, worshiped and contributed to the livelihood of Clayton. The community was vibrant, despite persistent discrimination, limited economic opportunity, and political influence. Black Clayton residents were homeowners and renters, employed in various sectors as educators, laborers, domestics, and city workers. They established two of the first churches in Clayton, started businesses, and enriched the cultural life of Clayton in numerous ways.*
- b. *This community was displaced during the era of Urban Renewal to make way for a downtown business district. As people were displaced, the history of the black community in Clayton was largely erased. But thanks to the work of people like John A. Wright, Sr., Gwen Moore and the Missouri Historical Society, former Clayton High School teacher Donna Beard Rogers, and documentary filmmaker Emma Riley, we now have a detailed and rich history to tell.*
- c. *When their neighborhood was zoned as commercial, it was not possible for African American families to find other housing in Clayton. Racially restrictive covenants were common throughout the United States including in Clayton. Although the Supreme Court decision Shelley v. Kramer deemed these covenants unenforceable in 1948, it wasn't until the 1968 Fair Housing Act that racial covenants were specifically outlawed.*
- d. *Urban renewal programs disproportionately impacted African American communities, leading to the slogan "Urban renewal is Negro removal." The short-term consequences were dire, including loss of money, loss of social organization, and psychological trauma. People were faced with either selling their home to developers or risk having their land taken by eminent domain. Long term, these practices led to disparities in wealth and education.*
- e. *By telling the history of our African American community we are recognizing the true history of diversity and the pursuit of equity and*

inclusion in the City of Clayton, building a foundation for a more inclusive future.

3. Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value?

- a. *The City of Clayton’s mission is to foster a diverse and inclusive community, one that is actively welcoming to all. By commemorating all the communities who have had a place in our history, Clayton is putting this ideal into action. Informed by our history, good and bad, we move forward to build a better future.*

4. Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public? (Add, Remove, Amend)

- a. *Add: We recommend that Clayton move forward to add historical markers and interpretative signage in public spaces to educate people about the African American community. We also recommend that the history on the website be amended to include recognition of this community history.*
- b. *Add virtual and/or physical walking tours that speak to the history of the African American community in Clayton.*
- c. *Add: We recommend the placement of public art or other interpretive content in a community park or other appropriate location.*

5. Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?

- a. *The African American community has been largely erased from the official history of the City of Clayton. We now have the information needed to tell that story in rich detail. And we feel it is incumbent upon us to do so.*

Sources

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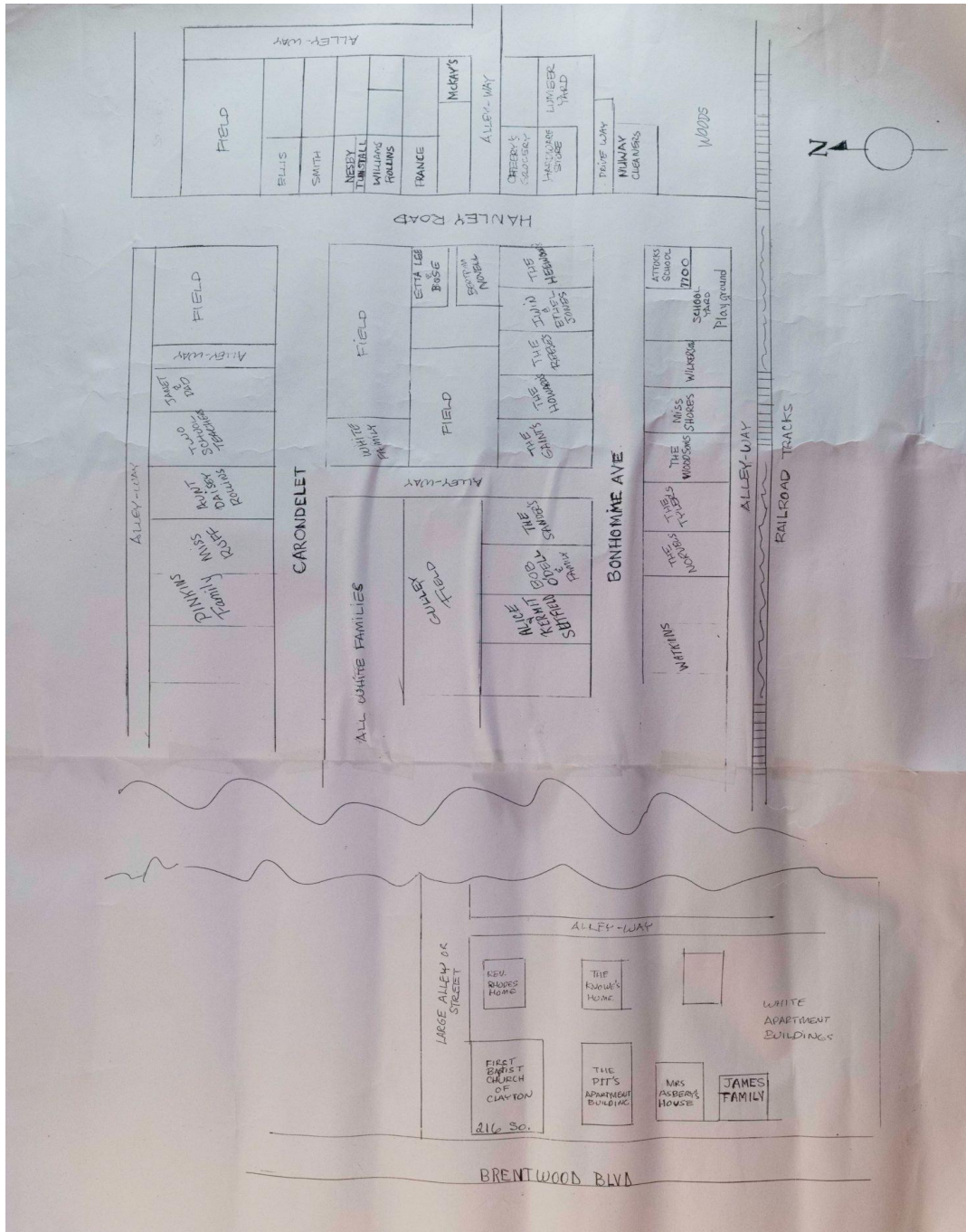
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Appendix

- I. Map of Clayton's African-American community identifying several households and institutions, as recalled by a resident of Clayton in the 1950s, reflecting the late-1940s to early-1950s population (Courtesy Donna Rogers-Beard).



II. Timeline: African American Community History of Clayton (Courtesy: Donna Rogers-Beard) - Red = DRB Notes Community Focus; Blue = GW Community Focus

❖ **1880s**

- 1880 First School at Coleman Avenue established, admitting both White(48) and Black children(3)
- 1889 May 28th, The Missouri General Assembly passed legislation ordering separate schools for children "of African descent" as part of the "Act to revise and amend...the Revised Statutes of Missouri of 1879
- 1889 Rose Lee Taylor, daughter of James William Taylor and Ida May Taylor was born in Clayton. She was delivered by Dr. Caster, June 3, 1889. The *Watchman* reported the family lived in the city by 1898.

❖ **1890s**

- 1890 March 9, *St. Louis County Watchman* reported that many Black male residents of Clayton were seeking employment as Pullman porters.
- 1890 July 17th, the *Watchman* reported that the African American citizens of Clayton have organized a Republican Club.
- 1891 August 25th, George Bailey was born to William and Ellen Bailey, African American residents of Clayton
- 1893 New elementary school built – Forsyth (White Only) - Black students remain at the original school on Coleman, which becomes known as the Colored School.
- 1893 First Baptist Church of Clayton bought land from the Davis estate to begin building a frame church. Founding members were Mrs. America Tyler, Jeff Tyler, Mr. William Bailey, Sr., Mrs. Molly White, Mary Williams, Robert Taylor, Robert Morris. The deed was recorded September 1894.
- 1894 Robert Taylor of Clayton and Alice Morris of Clayton married at the 1st Baptist Church of Clayton, by Rev. R. H. D. Williams.
- 1894 In June, the *St. Louis County Watchman* reported: "The Clayton colored school, Miss Mary Williams closed last Friday with the usual exercises. Those who witnessed the examinations speak in flattering terms of the progress of the school and the good work of the teacher. To her credit we must state that the work exhibited is far superior to what we expected and compares well with other good schools in the country. Miss Williams deserves to be encouraged."
- 1894 July. Harrison Duncan, an African American resident of St. Louis, was hanged at the county jail in Clayton after an unsuccessful appeal of his conviction for the killing of a police officer. The case was tried in Clayton, and Duncan was represented by Walter Farmer, the first Black graduate of Washington University's law school, who also became the first African American attorney to argue a case before the Missouri Supreme Court in his appeal of Duncan's

conviction. Following an unsuccessful final appeal to the USSC, and despite doubts that Duncan was guilty of first degree murder, he was executed by hanging in Clayton on July 27, 1894.

- 1896 May 18th, In *Plessy v Ferguson*, the U.S. Supreme Court upheld segregation by law.
- 1896 July 10th, *Watchman* reported that Lulu Belle, aged 7 months, infant daughter of Giant Williams and wife of Clayton died of cholera.
- 1896 Oct. 9th, *Watchman* announced the death of Margaret Taylor, wife of the janitor of the courthouse. The news item did not say that the Taylor's lived in Clayton, but 1870 and 1880 census records show them in Central Township. The article did say "the funeral was largely attended by the [Black residents] of Clayton and vicinity."
- 1897 Clarence McKinley Williams was born to Giant and Mary Williams.
- 1897 July 1, Richard Hudlin, African American and a Republican, named first post-master of the Clayton Post-office
- 1897 William Taylor's dog bit Mr. James Hazard's horse. The *Watchman* identified Taylor as an African American resident of Clayton.
- 1897 Aug. 27th, The *Watchman* reported that Robert Morris, "a [Black] resident of Clayton," barely made it to his home after a long walk from his job in the city before collapsing from the heat.
- 1897 Sept. 10th, *Watchman* reported: "Both the White and Colored schools of Clayton opened last Monday with good attendance."
- 1898 Sept. 30th, the African American Republican Club of Clayton held a fund-raiser at the Saengerbund Hall.
- 1898 Thomas Thurston, a Black citizen of Clayton, was found dead in his bed Sunday morning (*St. Louis County Watchman*, April 8th)
- 1898 October 16th, George Coleman married Jannie Morris, both residents of Clayton.
- 1899 April 28th, Richard Hudlin, postmaster, was elected secretary of a 1904 World's Fair fund-raising committee at one of the first meetings held in Clayton to discuss the fair; the meeting was held at the courthouse.
- 1899 Dec. 1st, Black teachers gathered at the Coleman School to reorganize their professional association.

❖ 1900s

- 1900 Emanuel Bechure (Belger) and wife Julia listed in 1900 census, occupation was Station Engineman, renting, live a few doors down from Frank Rauchstein (*Advocate Newspaper*). E. L. Belger sold his farm, near Olive Street and Woodsmill Road, to Albert Autenrieth, and moved to Clayton.
- 1900 Census lists several African Americans living in Clayton, including:
 - John Clayburn and wife Mollie as renters in Central, St. Louis, Missouri. By 1910, they are listed as homeowners at 432 Bonhomme.
 - George Coleman and wife Jennie own their home on Coleman Avenue mortgage free.

- Mchugh(Mahalia) Bailey homeowner
- Louis and Hattie Ellis listed as residents of Central. They own their home. October 12, 1900, their daughter Virginia Ellis died of consumption. The *St. Louis Watchman* stated she was the daughter of Louis Ellis, a respected Black resident of Clayton.
- George and Janice Coleman own their home.
- Robert Tayler and his wife Alice own their home
- Ru and Hannah Saler own their home
- John and Liddia Bouyer rent a home
- 1900 Feb. 16th, the Post office Inspector audited the Clayton office and found a shortage of \$600.00. Postmaster Hudlin was arrested.
- 1900 Mar. 22nd, Richard Hudlin, the former postmaster and his family move to St. Louis.
- 1900 May 7th, Richard Hudlin found guilty of embezzlement of postal funds and sentenced to two years in the federal penitentiary.
- 1900 The Neighborhood Improvement Association of Clayton held a meeting at the courthouse and agreed to build a sidewalk along Forsyth boulevard to the Hanley Road, and down that road to Bonhomme Avenue and the African American school.
- 1900 June 22nd, Ms. Stella Jackson was named head at the school for African American children.
- 1900 August 15th, Post-Dispatch highlighted Jerry Curtis, a Clayton resident and janitor at the Clayton Courthouse, as the eloper's guide. The page 3 article included a picture of Jerry Curtis.
- 1900 Oct. 12th, The *Watchman* reported Black residents of Clayton had held a barbecue and fish fry which was well-attended by Blacks and Whites.
- 1901 April 17, 1901, Mahalia Bailey died in Clayton. She owned her property. 1900 census listed her occupation as a landlord
- 1903 Jan. 14th, Emanuel Belger, fireman of the Courthouse in Clayton, resigned to accept a position as copyist in Recorder Wetzer's office. William Bailey was appointed fireman by the County Court.
- 1903 Fannie Joshua born 212(122) Hanley.
- 1903 *The St. Louis Republic* reported that the rented residence of Emanuel Belger, an African American copyist in the Recorder's office in Clayton, was burned to the ground in Clayton. Belger and his family barely escaped.
- 1904 Vivian, a baby boy, was born to Clayton residents, May and Giant Williams. He was delivered by Dr. Eggers.
- 1905 Reverend Rhodes became minister of First Baptist Church of Clayton. There were 67 members.
- 1905 June 2nd, Mrs. Alice Taylor, wife of Robert Taylor, died at her home in Clayton. They are listed as residents of Central District in the 1900 census.

❖ 1910s

- 1910 Enrollment at the African American school on Coleman was 40

- 1910 Jerry Curtis, nightwatchman/janitor at the courthouse, lived at 209 Hanley Road.
- 1910 Census. Population of Clayton is approximately 2000. There are an estimated 50 Black families, including:
 - Scott and Anna Howard owned/mortgage home at 441 Bonhomme(1930 census 7711 Bonhomme)
 - Hattie Ellis listed as a resident on Handley Road. She owns her home.
- 1911 May 5th, the Clayton School Board reappointed Miss Emma Parker to head the African American school. Her salary was \$55.00, ten dollars less than the lowest paid white teacher in the district. In addition, at the African American school, two part-time teachers were hired at \$30.00 each.
- 1911 Enrollment at the African American school increased to 55.
- 1912 Ezzin Odell, wife of Robert Odell died at their residence at 429 Bonhomme. He was janitor at the County Bank. He was listed in the 1920 census. In 1924 he served on a jury.
- 1912 The Clayton School Board reported that 484 students were enrolled, 445 were white and 35 African American.
- 1913 Clayton incorporated. City Collector Henry Stecker completed a census of the city of Clayton. He stated there were 1,948 residents, 137 are Black (7%)
- 1913 July 25, resident Bill Bailey's amateur "Chocolate Babies" baseball team defeated the "Kirkwood Crows." The game was played in Clayton.

❖ 1920s

- 1920 Jerry Curtis, owns home free and clear at 209 Carondelet with his wife, Mary. Sarah Ellis owns her home at 120 South Hanley Road
- 1922 Feb 3rd, the First Baptist Church began repurposing the old frame church into a new parsonage equipped with electric lights and a bathroom. March 31st, Rev and Mrs. Rhodes were in their new home.
- 1923 Attucks School built at Hanley and Bonhomme
- 1923 November 13th, *Watchman Advocate* reported that Rev. J. H. Clayburn died at his home, 7718 Bonhomme.
- 1924 May 14th, Robert Odell served on a jury.
- 1927 Giant Buchanan Williams, Sr. died. He owned home at 7713 Bonhomme.

❖ 1930s

- 1930 Missouri Association of Teachers publication states the total population of Clayton is 9,613; Black population is 342 (3.5%).
- 1937 May 23rd, Clayton Swimming pool was dedicated.
- 1937 Sept. 10th, Abraham Williams died at St. Louis County hospital at age 64. The death certificate listed his home address as 7733 Carondelet. He was listed as a Clayton resident in the 1900 census.
- 1938 March 18th, famed contralto, Marian Anderson was the house guest of Mr. and Mrs. Grant Williams, Clayton, MO

- 1938 June 24th, Scott Howard, 100, died at his home 7726 Bonhomme, possibly in a house fire. His daughter Mary Jenkins and her two children escaped the fire.
- 1939 June 23rd, Attucks School, under the direction of principal, Mrs. Bodine Thomas, held graduation.

❖ 1940s

- 1940 Feb. 23rd, Mayor Charles Shaw of Clayton, and mayors of Kirkwood and Webster Groves propose to the County Court for the county to build an outdoor swimming pool for county Black residents. At that time, it was reported that Clayton had a 250 Black population.
- 1940 Census:
 - Laura M. Williams, head of household, and her two daughters, Lucile and Clayda Williams live at 7723 Carondelet. Mrs. Williams is 73 and owns her home valued at \$9,000.
 - Ulyses Boler, home valued at \$4,000. 7719 Carondelet.
 - Martha Shores Blockman, owns her home at 7716 Bonhomme. Her home is valued at 4,000.
 - Louis Ellis, 56, owns home at 106 Hanley Road valued at \$3,000. He is a truck driver at the Municipal Garage.
 - Mary and Haywood Tunstall own their home at 116 Hanley. It is valued at \$1,000. Mr. Tunstall employed at 1st National Bank, porter-messenger.
 - Lewis Payne Woodson, owns his home, valued at \$3,000, at 7718 Bonhomme.
 - William and Martha Smith own 112 South Hanley Road. The home is valued at \$2,000.
 - Reverend Rhodes and his wife own their home at 216 Brentwood
- 1942 Feb.20th, "Aunt Molly" White, remembered as a "Pioneer Negro of Clayton" succumbs. *The Watchman-Advocate* reports that she came to Clayton in 1887. Ms. White was one of the founders of the First Negro Baptist Church of Clayton. She was the sister of America Tyler.
- 1942 Sept 11th, the Advocate paper reported "Harrison Pitts, One of the County's Pioneers, Dies." He had been a resident of Clayton since 1900 and owned his home on Coleman Avenue by 1930. The 1910 census listed him as a renter in 1910 and 1900.
- 1944 Feb. 7th, Ms. Sarah Ellis died. She was 96. Her residence is listed as 120 S. Hanley, also, the home of her daughter and son-in-law Fannie and Joe France.
- 1944, July 21st, the *St. Louis American* reported the St. Louis County Branch of the NAACP held its Tuesday evening meetings at the Clayton Court House.
- 1945 Sept. 14th, trustees of Davis Place filed suit against Walbert Lum, Chinese, for operating his restaurant, Forest Villa at 7727 Clayton Road. The suit states the business is in violation of a restrictive covenant of the community that

“no person shall rent, lease or occupy any property in this sub-division who are not wholly of the Caucasian race.”

- 1947 July 31st there was an exhibit and short program at the Attucks school to celebrate the end of the first summer recreational program for the school.
- 1947 The Moorlands investigated African American custodians accused of violating restricted covenant by allowing family members to live with them. The covenant held that: “No person not wholly of Caucasian blood shall acquire any estate or interest in any land in said tract, nor be allowed to occupy any building erected thereon, unless employed as servants in the family of an owner or occupant of anyone or more of said lots.”
- 1948 Famous Barr opened
- 1949 August President Truman signed the American Housing Act of 1949 (Pub.L. 81–171), a landmark, sweeping expansion of the federal role in mortgage insurance and issuance and the construction of public housing. It was part of President Harry Truman's Fair Deal legislation.

❖ 1950s

- 1951 May 31st, the Post-Dispatch reported that African Americans were admitted to the Clayton pool for the first time.
- 1953 March, Lewis P. Woodson of 7718 Bonhomme died. He lived in this place for 26 years according to the death certificate.
- 1953 Aug. 17th, Martin Greenberg of Clayton wrote a letter to the Post stating that only Blacks were required to present proper identification cards to access the Clayton pool. He called this “lever of discrimination” meant to limit the use of the pool by Black Clayton residents, in keeping with “the current pattern of prejudice against the Negro.”
- 1953 Sept. 18th, at the invitation of Margaret Dagen, CHS social studies teacher, famed baseball player, Jackie Robinson, was a guest speaker at Clayton High School.
- 1954 Schools integrated and Attucks closed. The five Black students enrolled at CHS were Lloyd Keys, Joanne McKinney, Elliot and Vernon Rawlings, and Erwin France.
- 1954 June, the Clayton School District appointed Miss V. Willene Jackson, former Attucks teacher, to serve as assistant psychologist. She was the first Black teacher assigned to an integrated Missouri School. She retired from Clayton at the end of the 1957 school term.
- 1954 August 26th, Mrs. Grant Williams (Laura) died at her home, 7723 Carondelet. In the 1940 census, the home was valued at \$9,000.
- 1955 May 18th- 29th, Clayton Missionary Baptist celebrates 50th anniversary. The last day of celebration, Mayor Jules Schweig attended and gave greeting from the City of Clayton.
- 1955 April 5th, Clayton is one of five municipalities to form a fair housing organization. Clayton’s group obtained promises from real estate firms handling

seven apartment buildings that the properties would be shown on a nondiscriminatory basis.

- 1955 Sept. 15th, St. Louis American reported that the Clayton Courthouse area restaurants were still refusing service to Black customers. Several weeks earlier the St. Louis County Branch of the NAACP appealed to the court to aid the organization in negotiating with those restaurants to serve Black customers. Black lawyers, litigants and jurors could not find places to eat around the Courthouse.
- 1956 June 16th, Erwin France became the first Black graduate of Clayton High School.
- 1956 May 26th, Clarissa Start, columnist for the Post-Dispatch, wrote a column about Rev. Willis Louis Rhodes of First Baptist Church of Clayton. There were 600 congregants of the church at that time.
- 1957 McKay family take offer to sell, move to California in December. Their home was located at the present site of the carwash on Hanley Road.
- 1958 October, the master plan for Clayton was adopted.

❖ 1960s

- 1960 April 29th, some Washington University students held a sit-in at the Parkmoor Restaurant, 6737 Clayton Road because their integrated group was refused service.
- 1960 June 17th, The *St. Louis Argus* reported that most Clayton restaurants and drug stores quietly opened their establishments to all races. This was done through an agreement between the local government and the businesses. Two restaurants did not comply.
- 1961 September 29, 1961, the final service is held at First Baptist Church of Clayton. The congregation moved to 2801 Union. The church was renamed Clayton Missionary Baptist.
- 1962, Nov. 23rd, arsonists damaged vacated First Baptist Church building.
- 1964 March 18th, the Post-Dispatch reported “nine Clayton High School students will attend classes next week at Central High School in Little Rock, Ark. And meet with Gov. Faubus. Fifteen Little Rock High School students will spend the week attending classes at Clayton High and living in the homes of Clayton students.” At the time it was reported that there were about two or three Black students enrolled at Clayton High School.
- 1969 Ms. Emma Novel began teaching at Clayton High School. She and her husband were residents of Clayton for 50 years. She retired in 1973.

❖ 1970s

- 1971 Post Dispatch wrote about the property at 7737 Carondelet Avenue being one of the last residential in the central business district. The property belonged to the Willmann family. Capt. Willmann, the owner of the property, who is White and a former sheriff, recalled “the old Negro settlement along Bonhomme Avenue” was the first to area to go commercial.

❖ **2000s**

- 2007 May 17th, the historical marker commemorating the Attucks School was placed at 7700 Bonhomme Avenue. There was a reception immediately following at Clayton High School.
- 2019 the Community Equity Commission of the City of Clayton is established to provide the Mayor and Board of Aldermen with an additional resource as well as special insight and guidance on matters of equity, diversity and inclusion.
- 2020 Clayton's Mayor's Commemorative Landscape Task Force is established "to provide guidance to the BOA for any potential changes to the city's current commemorative landscape in order to address community concerns that some items glorify racist or oppressive ideals. This could include adding new monuments that highlight important parts of Clayton history that have been overlooked."
- 2022 Mayor's Commemorative Landscape Taskforce recommends commemoration of the African American history of Clayton.

Mayor's Commemorative Landscape Task Force

Guiding Principles

1. Commemorative objects should align with our community's highest aspirations, including as these relate to truthfulness, equity, and inclusion.
2. When considering existing or proposed commemorative objects, the City of Clayton should seek to honestly and productively engage history, and never to erase it.
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Summary

The Mayor's Commemorative Landscape Task Force recommends a multi dimensional, phased commitment to commemorating the African American history of Clayton.

Between the 1880s and 1960s Clayton was home to a substantial and thriving Black community, despite persistent discrimination, limited economic opportunity, and political influence. Black Clayton residents were homeowners and renters, employed in various sectors as educators, laborers, domestics, and city workers. They established two of the first churches in Clayton, started businesses, and enriched the cultural life of Clayton in numerous ways.

Summary

The Black community was established in an integrated “Old Clayton” - and grew there in part because housing discrimination and restrictive covenants prohibited residence elsewhere - and was uprooted with other residents of that area by “urban renewal” projects in the mid-twentieth century.

As Clayton grew Black residents were displaced by a combination of racial residential restrictions and rising housing costs. Today Old Clayton is the downtown business district and its African American community history has largely been erased and forgotten. For more detail on this history of Clayton’s African American community see the timeline and map in the Appendix.

Summary

As Clayton seeks to become recognized as a welcoming, inclusive community, we should prioritize greater remembrance of this once thriving community, including acknowledgment and disavowal of the policies and practices that led to its decline and marginalization.

We recommend a multi-dimensional, phased approach to remembrance of the Black history of Clayton involving the collection and preservation of historical documents and the installation of historical markers in key places (phase one); creation of virtual and physical tours (phase two); and public art and/or interpretive content through exhibitions in museums, libraries, community parks, or other appropriate locations (phase three).

Summary

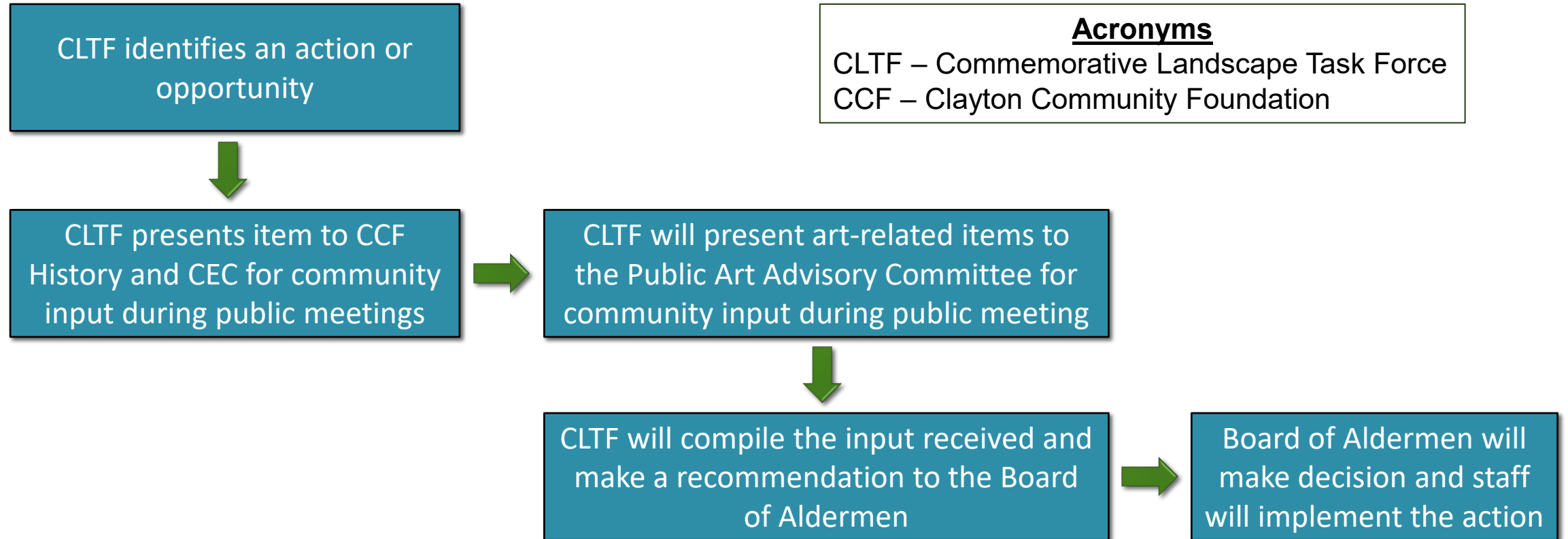
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This would be an on-going effort, working with CCF, staff and appropriate committees and commissions as determined by the BOA to find other ways to tell this story. At this stage we seek a commitment in principle to the proposed commemorative effort, outlining the rationale and recommended approach.

Approval Process

Acronyms

CLTF – Commemorative Landscape Task Force
CCF – Clayton Community Foundation



Evaluation Criteria #1

Is the principal legacy of the namesake and/or is the subject depicted fundamentally at odds with current community values?

- a. The City of Clayton today desires to be a diverse and inclusive community where everyone feels welcome and at home. In this spirit, we need to tell our full history, including that of the vibrant African American community that was once displaced.
- b. By telling the stories of those who came before us, we can better understand each other today.

Evaluation Criteria #2

What was the context at the time and is that something we want to continue to honor and embrace?

- a. From east of Hanley Road, west to Brentwood Blvd., north to what is now Forsyth, and south to Bonhomme (**see map in appendix**), generations of African American families lived, worked, worshiped and contributed to the livelihood of Clayton. The community was vibrant, despite persistent discrimination, limited economic opportunity, and political influence. Black Clayton residents were homeowners and renters, employed in various sectors as educators, laborers, domestics, and city workers. They established two of the first churches in Clayton, started businesses, and enriched the cultural life of Clayton in numerous ways.
- b. This community was displaced during the era of Urban Renewal to make way for a downtown business district. As people were displaced, the history of the black community in Clayton was largely erased. But thanks to the work of people like John A. Wright, Sr., Gwen Moore and the Missouri Historical Society, former Clayton High School teacher Donna Beard Rogers, and documentary filmmaker Emma Riley, we now have a detailed and rich history to tell.

Evaluation Criteria #2

What was the context at the time and is that something we want to continue to honor and embrace?

- c. When their neighborhood was zoned as commercial, it was not possible for African American families to find other housing in Clayton. Racially restrictive covenants were common throughout the United States including in Clayton. Although the Supreme Court decision *Shelley v. Kramer* deemed these covenants unenforceable in 1948, it wasn't until the 1968 Fair Housing Act that racial covenants were specifically outlawed.
- d. Urban renewal programs disproportionately impacted African American communities, leading to the slogan "Urban renewal is Negro removal." The short-term consequences were dire, including loss of money, loss of social organization, and psychological trauma. People were faced with either selling their home to developers or risk having their land taken by eminent domain. Long term, these practices led to disparities in wealth and education.

Evaluation Criteria #2

What was the context at the time and is that something we want to continue to honor and embrace?

- e. By telling the history of our African American community we are recognizing the true history of diversity and the pursuit of equity and inclusion in the City of Clayton, building a foundation for a more inclusive future.

Evaluation Criteria #3

Does the place name or commemorative object celebrate a part of history that we believe is fundamental to who we are and what we value? (Add, Remove, Amend)

- a. Add: We recommend that Clayton move forward to add historical markers and interpretative signage in public spaces to educate people about the African American community. We also recommend that the history on the website be amended to include recognition of this community history.
- b. Add virtual and/or physical walking tours that speak to the history of the African American community in Clayton.
- c. Add: We recommend the placement of public art or other interpretive content in a community park or other appropriate location.

Evaluation Criteria #4

Does the place name or commemorative object make a nuanced, complex history accessible to the public, or provide an opportunity to educate the public?

- a. The portrait does not presently offer a nuanced historical account and the setting is unlikely to accommodate a more complex and publicly accessible representation.
- b. By including the portrait in the context of an historical display, with accompanying interpretive material, Clayton's founding story can be told honestly and fully in accordance with the guiding principle "to productively engage history and never to erase it."

Evaluation Criteria #5

Does the place name or commemorative object restore histories that have been erased or not adequately represented, or provide an opportunity to educate the public?

- a. The African American community has been largely erased from the official history of the City of Clayton. We now have the information needed to tell that story in rich detail. And we feel it is incumbent upon us to do so.

Appendix

Sources

City of Clayton, Missouri, 2021. US Census Bureau. Online at: <https://www.census.gov/quickfacts/claytoncitymissouri> (accessed: March 22, 2022)

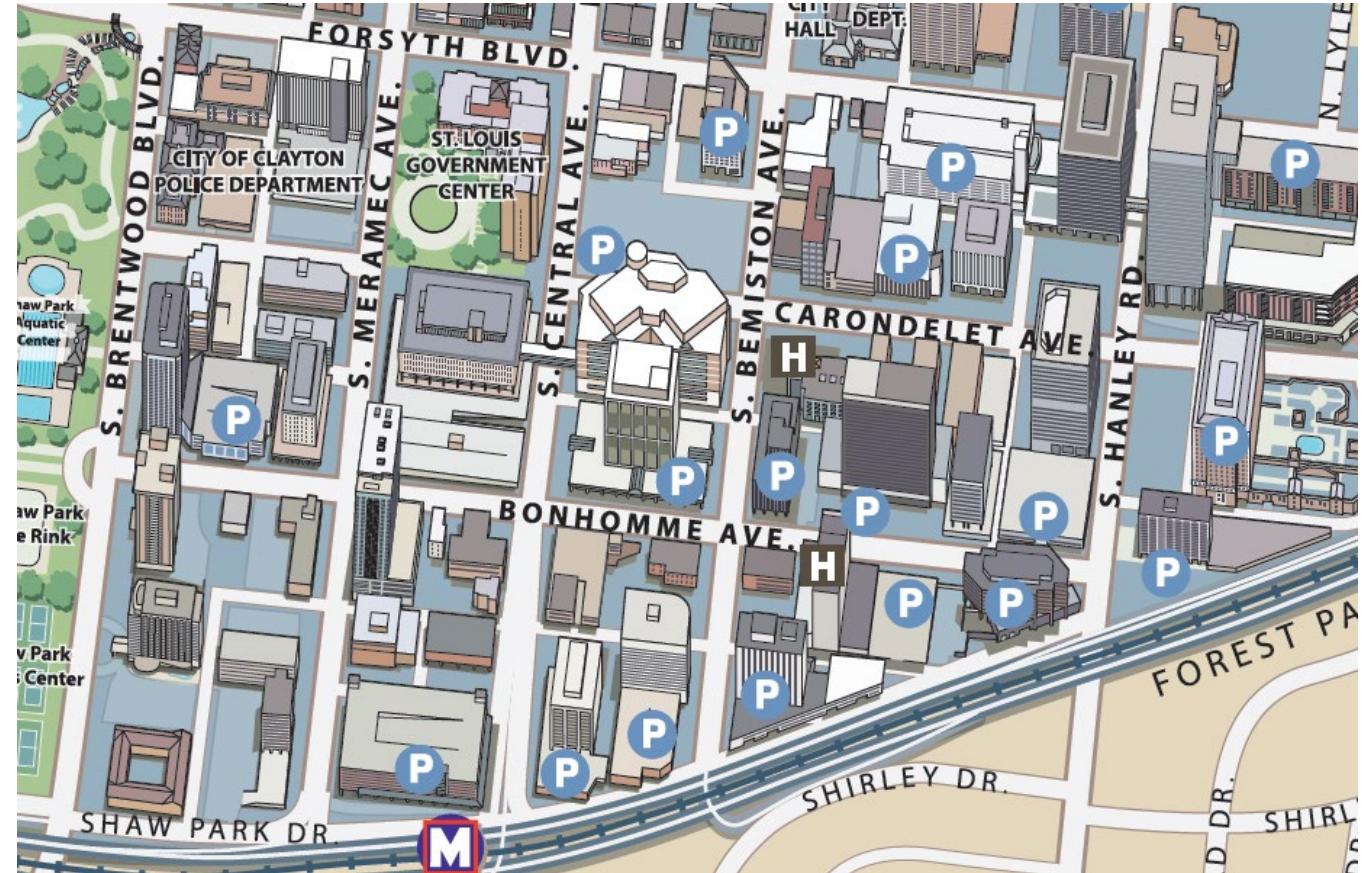
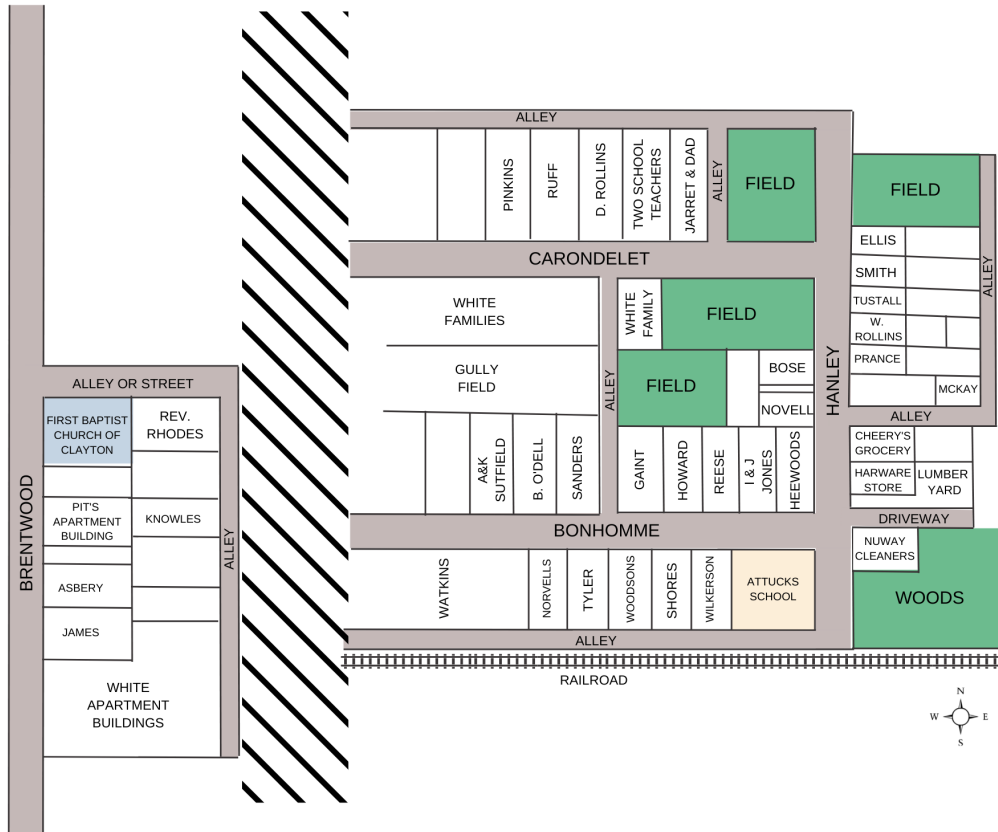
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CLAYTON THEN & NOW

Map of Clayton's African-American community identifying several households and institutions, as recalled by a resident of Clayton in the 1950s, reflecting the late-1940s to early-1950s population (Courtesy Donna Rogers-Beard).

Timeline: African American Community History of Clayton (Courtesy: Donna Rogers-Beard) - Red = DRB Notes
Community Focus; Blue = GW Community Focus

1880s

- 1880 First School at Coleman Avenue established, admitting both White(48) and Black children(3)
- 1889 May 28th, The Missouri General Assembly passed legislation ordering separate schools for children "of African descent" as part of the "Act to revise and amend...the Revised Statutes of Missouri of 1879"
- 1889 Rose Lee Taylor, daughter of James William Taylor and Ida May Taylor was born in Clayton. She was delivered by Dr. Caster, June 3, 1889. The *Watchman* reported the family lived in the city by 1898.

1890s

- 1890 March 9, *St. Louis County Watchman* reported that many Black male residents of Clayton were seeking employment as Pullman porters.
- 1890 July 17th, the *Watchman* reported that the African American citizens of Clayton have organized a Republican Club.
- 1891 August 25th, George Bailey was born to William and Ellen Bailey, African American residents of Clayton
- 1893 New elementary school built – Forsyth (White Only) - Black students remain at the original school on Coleman, which becomes known as the Colored School.
- 1893 First Baptist Church of Clayton bought land from the Davis estate to begin building a frame church. Founding members were Mrs. America Tyler, Jeff Tyler, Mr. William Bailey, Sr., Mrs. Molly White, Mary Williams, Robert Taylor, Robert Morris. The deed was recorded September 1894.

Timeline: African American Community History of Clayton (Courtesy: Donna Rogers-Beard) - Red = DRB Notes
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- - 1894 Robert Taylor of Clayton and Alice Morris of Clayton married at the 1st Baptist Church of Clayton, by Rev. R. H. D. Williams.
- 1894 In June, the *St. Louis County Watchman* reported: “The Clayton colored school, Miss Mary Williams closed last Friday with the usual exercises. Those who witnessed the examinations speak in flattering terms of the progress of the school and the good work of the teacher. To her credit we must state that the work exhibited is far superior to what we expected and compares well with other good schools in the country. Miss Williams deserves to be encouraged.”
- 1894 July. Harrison Duncan, an African American resident of St. Louis, was hanged at the county jail in Clayton after an unsuccessful appeal of his conviction for the killing of a police officer. The case was tried in Clayton, and Duncan was represented by Walter Farmer, the first Black graduate of Washington University’s law school, who also became the first African American attorney to argue a case before the Missouri Supreme Court in his appeal of Duncan’s conviction. Following an unsuccessful final appeal to the USSC, and despite doubts that Duncan was guilty of first-degree murder, he was executed by hanging in Clayton on July 27, 1894.
- 1896 May 18th, In *Plessy v Ferguson*, the U.S. Supreme Court upheld segregation by law.
- 1896 July 10th, *Watchman* reported that Lulu Belle, aged 7 months, infant daughter of Giant Williams and wife of Clayton died of cholera.

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1896 Oct. 9th, *Watchman* announced the death of Margaret Taylor, wife of the janitor of the courthouse. The news item did not say that the Taylor's lived in Clayton, but 1870 and 1880 census records show them in Central Township. The article did say "the funeral was largely attended by the [Black residents] of Clayton and vicinity."

- 1897 Clarence McKinley Williams was born to Giant and Mary Williams.
- 1897 July 1, Richard Hudlin, African American and a Republican, named first post-master of the Clayton Post-office
- 1897 William Taylor's dog bit Mr. James Hazard's horse. The *Watchman* identified Taylor as an African American resident of Clayton.
- 1897 Aug. 27th, The *Watchman* reported that Robert Morris, "a [Black] resident of Clayton," barely made it to his home after a long walk from his job in the city before collapsing from the heat.
- 1897 Sept. 10th, *Watchman* reported: "Both the White and Colored schools of Clayton opened last Monday with good attendance."
- 1898 Sept. 30th, the African American Republican Club of Clayton held a fund-raiser at the Saengerbund Hall.
- 1898 Thomas Thurston, a Black citizen of Clayton, was found dead in his bed Sunday morning (*St. Louis County Watchman*, April 8th)
- 1898 October 16th, George Coleman married Jannie Morris, both residents of Clayton.

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- 1899 April 28th, Richard Hudlin, postmaster, was elected secretary of a 1904 World's Fair fund-raising committee at one of the first meetings held in Clayton to discuss the fair; the meeting was held at the courthouse.
- 1899 Dec. 1st, Black teachers gathered at the Coleman School to reorganize their professional association.

1900s

- 1900 Emanuel Bechure (Belger) and wife Julia listed in 1900 census, occupation was Station Engineman, renting, live a few doors down from Frank Rauchestein (Advocate Newspaper). E. L. Belger sold his farm, near Olive Street and Woodsmill Road, to Albert Autenrieth, and moved to Clayton.
- 1900 Census lists several African Americans living in Clayton, including:
 - John Clayburn and wife Mollie as renters in Central, St. Louis, Missouri. By 1910, they are listed as homeowners at 432 Bonhomme.
 - George Coleman and wife Jennie own their home on Coleman Avenue mortgage free.
 - Mchugh(Mahalia) Bailey homeowner
 - Louis and Hattie Ellis listed as residents of Central. They own their home. October 12, 1900, their daughter Virginia Ellis died of consumption. The *St. Louis Watchman* stated she was the daughter of Louis Ellis, a respected Black resident of Clayton.
 - George and Janice Coleman own their home.
 - Robert Tayler and his wife Alice own their home
 - Ru and Hannah Saler own their home
 - John and Liddia Bouyer rent a home

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- 1900 Feb. 16th, the Post office Inspector audited the Clayton office and found a shortage of \$600.00. Postmaster Hudlin was arrested.
- 1900 Mar. 22nd, Richard Hudlin, the former postmaster and his family move to St. Louis.
- 1900 May 7th, Richard Hudlin found guilty of embezzlement of postal funds and sentenced to two years in the federal penitentiary.
- 1900 The Neighborhood Improvement Association of Clayton held a meeting at the courthouse and agreed to build a sidewalk along Forsyth boulevard to the Hanley Road, and down that road to Bonhomme Avenue and the African American school.
- 1900 June 22nd, Ms. Stella Jackson was named head at the school for African American children.
- 1900 August 15th, Post-Dispatch highlighted Jerry Curtis, a Clayton resident and janitor at the Clayton Courthouse, as the eloper's guide. The page 3 article included a picture of Jerry Curtis.
- 1900 Oct. 12th, The *Watchman* reported Black residents of Clayton had held a barbecue and fish fry which was well-attended by Blacks and Whites.
- 1901 April 17, 1901, Mahalia Bailey died in Clayton. She owned her property. 1900 census listed her occupation as a landlord
- 1903 Jan. 14th, Emanuel Belger, fireman of the Courthouse in Clayton, resigned to accept a position as copyist in Recorder Wetzer's office. William Bailey was appointed fireman by the County Court.
- 1903 Fannie Joshua born 212(122) Hanley.

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- 1903 *The St. Louis Republic* reported that the rented residence of Emanuel Belger, an African American copyist in the Recorder's office in Clayton, was burned to the ground in Clayton. Belger and his family barely escaped.
- 1904 Vivian, a baby boy, was born to Clayton residents, May and Giant Williams. He was delivered by Dr. Eggers.
- 1905 Reverend Rhodes became minister of First Baptist Church of Clayton. There were 67 members.
- 1905 June 2nd, Mrs. Alice Taylor, wife of Robert Taylor, died at her home in Clayton. They are listed as residents of Central District in the 1900 census.

1910s

- 1910 Enrollment at the African American school on Coleman was 40
- 1910 Jerry Curtis, nightwatchman/janitor at the courthouse, lived at 209 Hanley Road.
- 1910 Census. Population of Clayton is approximately 2000. There are an estimated 50 Black families, including:
 - Scott and Anna Howard owned/mortgage home at 441 Bonhomme(1930 census 7711 Bonhomme)
 - Hattie Ellis listed as a resident on Handley Road. She owns her home.

Timeline: African American Community History of Clayton (Courtesy: Donna Rogers-Beard) - Red = DRB Notes
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- 1911 May 5th, the Clayton School Board reappointed Miss Emma Parker to head the African American school. Her salary was \$55.00, ten dollars less than the lowest paid white teacher in the district. In addition, at the African American school, two part-time teachers were hired at \$30.00 each.
- 1911 Enrollment at the African American school increased to 55.
- 1912 Ezzin Odell, wife of Robert Odell died at their residence at 429 Bonhomme. He was janitor at the County Bank. He was listed in the 1920 census. In 1924 he served on a jury.
- 1912 The Clayton School Board reported that 484 students were enrolled, 445 were white and 35 African American.
- 1913 Clayton incorporated. City Collector Henry Stecker completed a census of the city of Clayton. He stated there were 1,948 residents, 137 are Black (7%)
- 1913 July 25, resident Bill Bailey's amateur "Chocolate Babies" baseball team defeated the "Kirkwood Crows." The game was played in Clayton.
- **1920s**
 - 1920 Jerry Curtis, owns home free and clear at 209 Carondelet with his wife, Mary. Sarah Ellis owns her home at 120 South Hanley Road
 - 1922 Feb 3rd, the First Baptist Church began repurposing the old frame church into a new parsonage equipped with electric lights and a bathroom. March 31st, Rev and Mrs. Rhodes were in their new home.
 - 1923 Attucks School built at Hanley and Bonhomme

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- 1923 November 13th, *Watchman Advocate* reported that Rev. J. H. Clayburn died at his home, 7718 Bonhomme.
- 1924 May 14th, Robert Odell served on a jury.
- 1927 Giant Buchanan Williams, Sr. died. He owned home at 7713 Bonhomme.

1930s

- 1930 Missouri Association of Teachers publication states the total population of Clayton is 9,613; Black population is 342 (3.5%).
- 1937 May 23rd, Clayton Swimming pool was dedicated.
- 1937 Sept.10th, Abraham Williams died at St. Louis County hospital at age 64. The death certificate listed his home address as 7733 Carondelet. He was listed as a Clayton resident in the 1900 census.
- 1938 March 18th, famed contralto, Marian Anderson was the house guest of Mr. and Mrs. Grant Williams, Clayton, MO
- 1938 June 24th, Scott Howard, 100, died at his home 7726 Bonhomme, possibly in a house fire. His daughter Mary Jenkins and her two children escaped the fire.
- 1939 June 23rd, Attucks School, under the direction of principal, Mrs. Bodine Thomas, held graduation.

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1940s

- 1940 Feb. 23rd, Mayor Charles Shaw of Clayton, and mayors of Kirkwood and Webster Groves propose to the County Court for the county to build an outdoor swimming pool for county Black residents. At that time, it was reported that Clayton had a 250 Black population.
- 1940 Census:
 - Laura M. Williams, head of household, and her two daughters, Lucile and Clayda Williams live at 7723 Carondelet. Mrs. Williams is 73 and owns her home valued at \$9,000.
 - Ulyses Boler, home valued at \$4,000. 7719 Carondelet.
 - Martha Shores Blockman, owns her home at 7716 Bonhomme. Her home is valued at 4,000.
 - Louis Ellis, 56, owns home at 106 Hanley Road valued at \$3,000. He is a truck driver at the Municipal Garage.
 - Mary and Haywood Tunstall own their home at 116 Hanley. It is valued at \$1,000. Mr. Tunstall employed at 1st National Bank, porter-messenger.
 - Lewis Payne Woodson, owns his home, valued at \$3,000, at 7718 Bonhomme.
 - William and Martha Smith own 112 South Hanley Road. The home is valued at \$2,000.
 - Reverend Rhodes and his wife own their home at 216 Brentwood

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- 1942 Feb.20th, “Aunt Molly” White, remembered as a “Pioneer Negro of Clayton” succumbs. *The Watchman-Advocate* reports that she came to Clayton in 1887. Ms. White was one of the founders of the First Negro Baptist Church of Clayton. She was the sister of America Tyler.
- 1942 Sept 11th, the Advocate paper reported “Harrison Pitts, One of the County’s Pioneers, Dies.” He had been a resident of Clayton since 1900 and owned his home on Coleman Avenue by 1930. The 1910 census listed him as a renter in 1910 and 1900.
- 1944 Feb. 7th, Ms. Sarah Ellis died. She was 96. Her residence is listed as 120 S. Hanley, also, the home of her daughter and son-in-law Fannie and Joe France.
- 1944, July 21st, the *St. Louis American* reported the St. Louis County Branch of the NAACP held its Tuesday evening meetings at the Clayton Court House.
- 1945 Sept. 14th, trustees of Davis Place filed suit against Walbert Lum, Chinese, for operating his restaurant, Forest Villa at 7727 Clayton Road. The suit states the business is in violation of a restrictive covenant of the community that “no person shall rent, lease or occupy any property in this sub-division who are not wholly of the Caucasian race.”
- 1947 July 31st there was an exhibit and short program at the Attucks school to celebrate the end of the first summer recreational program for the school.

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- 1947 The Moorlands investigated African American custodians accused of violating restricted covenant by allowing family members to live with them. The covenant held that: “No person not wholly of Caucasian blood shall acquire any estate or interest in any land in said tract, nor be allowed to occupy any building erected thereon, unless employed as servants in the family of an owner or occupant of anyone or more of said lots.”
- 1948 Famous Barr opened
- 1949 August President Truman signed the American Housing Act of 1949 (Pub.L. 81–171), a landmark, sweeping expansion of the federal role in mortgage insurance and issuance and the construction of public housing. It was part of President Harry Truman's Fair Deal legislation.
- **1950s**
 - 1951 May 31st, the Post-Dispatch reported that African Americans were admitted to the Clayton pool for the first time.
 - 1953 March, Lewis P. Woodson of 7718 Bonhomme died. He lived in this place for 26 years according to the death certificate.
 - 1953 Aug. 17th, Martin Greenberg of Clayton wrote a letter to the Post stating that only Blacks were required to present proper identification cards to access the Clayton pool. He called this “lever of discrimination” meant to limit the use of the pool by Black Clayton residents, in keeping with “the current pattern of prejudice against the Negro.”

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- 1953 Sept. 18th, at the invitation of Margaret Dagen, CHS social studies teacher, famed baseball player, Jackie Robinson, was a guest speaker at Clayton High School.
- 1954 Schools integrated and Attucks closed. The five Black students enrolled at CHS were Lloyd Keys, Joanne McKinney, Elliot and Vernon Rawlings, and Erwin France.
- 1954 June, the Clayton School District appointed Miss V. Willene Jackson, former Attucks teacher, to serve as assistant psychologist. She was the first Black teacher assigned to an integrated Missouri School. She retired from Clayton at the end of the 1957 school term.
- 1954 August 26th, Mrs. Grant Williams (Laura) died at her home, 7723 Carondelet. In the 1940 census, the home was valued at \$9,000.
- 1955 May 18th- 29th, Clayton Missionary Baptist celebrates 50th anniversary. The last day of celebration, Mayor Jules Schweig attended and gave greeting from the City of Clayton.
- 1955 April 5th, Clayton is one of five municipalities to form a fair housing organization. Clayton's group obtained promises from real estate firms handling seven apartment buildings that the properties would be shown on a nondiscriminatory basis.
- 1955 Sept. 15th, St. Louis American reported that the Clayton Courthouse area restaurants were still refusing service to Black customers. Several weeks earlier the St. Louis County Branch of the NAACP appealed to the court to aid the organization in negotiating with those restaurants to serve Black customers. Black lawyers, litigants and jurors could not find places to eat around the Courthouse.

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- 1956 June 16th, Erwin France became the first Black graduate of Clayton High School.
- 1956 May 26th, Clarissa Start, columnist for the Post-Dispatch, wrote a column about Rev. Willis Louis Rhodes of First Baptist Church of Clayton. There were 600 congregants of the church at that time.
- 1957 McKay family take offer to sell, move to California in December. Their home was located at the present site of the carwash on Hanley Road.
- 1958 October, the master plan for Clayton was adopted.

- **1960s**
 - 1960 April 29th, some Washington University students held a sit-in at the Parkmoor Restaurant, 6737 Clayton Road because their integrated group was refused service.
 - 1960 June 17th, The *St. Louis Argus* reported that most Clayton restaurants and drug stores quietly opened their establishments to all races. This was done through an agreement between the local government and the businesses. Two restaurants did not comply.
 - 1961 September 29, 1961, the final service is held at First Baptist Church of Clayton. The congregation moved to 2801 Union. The church was renamed Clayton Missionary Baptist.
 - 1962, Nov. 23rd, arsonists damaged vacated First Baptist Church building.

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- 1964 March 18th, the Post-Dispatch reported “nine Clayton High School students will attend classes next week at Central High School in Little Rock, Ark. And meet with Gov. Faubus. Fifteen Little Rock High School students will spend the week attending classes at Clayton High and living in the homes of Clayton students.” At the time it was reported that there were about two or three Black students enrolled at Clayton High School.
- 1969 Ms. Emma Novel began teaching at Clayton High School. She and her husband were residents of Clayton for 50 years. She retired in 1973.

- **1970s**
- 1971 Post Dispatch wrote about the property at 7737 Carondelet Avenue being one of the last residential in the central business district. The property belonged to the Willmann family. Capt. Willmann, the owner of the property, who is White and a former sheriff, recalled “the old Negro settlement along Bonhomme Avenue” was the first to area to go commercial.

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2000s

- 2007 May 17th, the historical marker commemorating the Attucks School was placed at 7700 Bonhomme Avenue. There was a reception immediately following at Clayton High School.
- 2019 the Community Equity Commission of the City of Clayton is established to provide the Mayor and Board of Aldermen with an additional resource as well as special insight and guidance on matters of equity, diversity and inclusion.
- 2020 Clayton's Mayor's Commemorative Landscape Task Force is established "to provide guidance to the BOA for any potential changes to the city's current commemorative landscape in order to address community concerns that some items glorify racist or oppressive ideals. This could include adding new monuments that highlight important parts of Clayton history that have been overlooked."
- 2022 Mayor's Commemorative Landscape Taskforce recommends commemoration of the African American history of Clayton.

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Comments/Questions



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

DISCUSSION ITEM

TO: MAYOR; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: JULY 26, 2022
SUBJECT: COMMUNITY ENGAGEMENT FOLLOW-UP

The Board of Aldermen discussed the upcoming community engagement effort and survey methodology at the July 12, 2022 meeting. Staff was directed to seek an opinion from a research firm to determine the best approach. After consultation with a local survey methodology expert, it was determined that a combination of traditional survey and online engagement tools would be the most effective. It would yield statistically significant survey results (traditional survey), educate the public (engagement tool) and provide answers with greater context (engagement tool). It was also emphasized that we should seek an outside review of the survey questions.

Historically, the City has solely utilized traditional randomized mail surveys to gather community input. The estimated cost for a traditional survey to determine service level and tax rate preferences is \$11,450. In addition to a traditional mail survey, staff is recommending the purchase of the Balancing Act platform for online engagement. Balancing Act will have an annual cost of \$5,800.

The City will also be using a platform called Bang the Table for ongoing community engagement and general communications. It has already been purchased as a part of our Communications budget and the Clayton-specific site will be built over the next several weeks. It will play a big role in the upcoming Parks/Bike Master Plan and the Comprehensive Plan initiatives. Here are links to a 4-minute demo video for Bang the Table - <https://granicus.wistia.com/medias/8ppy65v4ep> and an actual example from Redmond, WA - <https://www.letsconnectredmond.com/>.

Staff would like direction on the survey methods to be utilized in the fall of 2022 to determine service level and tax rate preferences.