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

**CITY OF CLAYTON BOARD OF ALDERMEN  
TUESDAY, OCTOBER 24, 2023  
DISCUSSION SESSION – 6:00 P.M.  
CITY HALL COUNCIL CHAMBERS, 2<sup>ND</sup>. FL  
10 N. BEMISTON AVENUE  
CLAYTON MO 63105**

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1. Presentation and update by the Sustainability Advisory Committee on benchmarking recommendations and *SoSmart* program.
  2. Presentation on the Construction Parking Management Plan.
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**CITY OF CLAYTON BOARD OF ALDERMEN  
TUESDAY, OCTOBER 24, 2023 – 7:00 P.M.  
CITY HALL COUNCIL CHAMBERS, 2<sup>ND</sup> FL  
10 N. BEMISTON AVENUE  
CLAYTON, MO 63105**

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**ROLL CALL**

**PUBLIC REQUESTS & PETITION**

**CITY MANAGER REPORT**

1. Ordinance – Extension of a contract with *BuildingStars* for custodial services. (Bill No. 6997)

**CONSENT AGENDA**

1. Minutes – October 10, 2023

## **DISCUSSION**

1. Clayton Special Events update.

## **ADJOURNMENT**

Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen may also hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract pursuant to Section 610.021 (9)(12) RSMO., proprietary information pursuant to Section 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO.

*Agenda topics may be added or deleted at any time prior to the Board of Aldermen meeting without further notice. To inquire about the status of agenda topics, call 290.8469. Individuals who require an accommodation (i.e., sign language, interpreter, listening devices, etc.) to participate in the meeting should contact the City Clerk at 290.8469 or Relay Missouri at 1.800.735.2966 (TDD) at least two working days prior to the meeting.*

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All construction projects with a value of \$2,500,000 or higher require an approved Construction Parking Management Plan (CPMP) to obtain a building and/or grading and shoring permit.

### **Requirements for the Construction Parking Management Plan (CPMP):**

1. The CPMP shall contain the following:
  - a. A building permit application/processing number.
  - b. Signatures from the property owner and the general contractor confirming their understanding of the plan, and the penalties associated with non-compliance.
  - c. An educated estimation of the number of workers (employees, contractors, and subcontractors) that will be needed during the most strenuous construction phase.

Provide the following if **on-site parking** is available:

- A site plan delineating:
  - Where all on-site parking will be located (minimum 8.5'x18' per stall).
  - How vehicles will enter and exit the construction site from the street.
  - Material staging areas.

Provide the following if **off-site parking** is needed:

- Location of off-site parking.
- Proof of lease or written approval from the off-site parking property owner.
- Transportation plan showing how employees will get to and from the jobsite from the off-site parking location.

**\*\* Right-of-way and all parking spaces owned by the City of Clayton are not proper parking areas for construction employee vehicles. These areas may only be used for loading, deliveries, and supplies. \*\***

### **Review and Processing Time**

All CPMP's require the review and approval of the Building Official. All CPMP applications take a minimum of ten (10) business days to process.

### **Processing Fee**

A CPMP permit fee in the amount of **\$100** shall be assessed for each CPMP application. The CPMP permit fee will be included with the building permit fees.

### **Enforcement**

A Construction Employee vehicle found at any location other than that stipulated in the approved CPMP shall be in violation of the City Code section 350.080.

1. A Parking Ambassador or Building Inspector may issue a citation for a violation of this Chapter. Enforcement shall be through Chapter 350 of the City's Code.
2. All violations are civil infractions. Each violation shall constitute a separate offense. Violations of this chapter, will be punished as follows:
  - a. For a first offense, a \$250.00 fine issued to both contractor and property owner/tenants.
  - b. For a second offense a \$500.00 fine issued to both contractor and property owner/tenant.
  - c. For a third offense, a \$1,000.00 fine issued to both contractor and property owner/tenant.
  - d. For each additional/subsequent offense a one-day stop work order issued by the City's Building Official.
  - e. For purposes of this section, an offense shall be deemed to have occurred on the date that the violation occurred.

### **Revocation of Permits and Other Penalties**

Any Contractor, subcontractor, property owner or tenant who has obtained a valid citation under section 350.080, and who has failed to pay the fine, and failed to cure the violation, shall have the Building Permit revoked. Failure to comply shall subject such participant to enforcement procedures by the City and may result in fines of up to an additional \$500.00, per day, and liens as provided by law.

## HOW TO SUBMIT

Apply via the City of Clayton Citizenserve Permitting Portal:

<https://www5.citizenserve.com/Portal/PortalController>

## Questions

Thomas Lard, RA  
Building Official  
(314) 290-8462  
tlard@claytonmo.gov

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For more details on the Construction Parking Management Plan ordinance see below:

**Ordinance No. 350.080**

***To view ordinance online, please visit the link below.***

**All Construction Parking Management Plan applications require a minimum of ten (10) business days to process.**



# Construction Parking Management Plan Application

**\*Please type or print clearly – Illegible information may result in a delay of your application process\***

Date:	Building Permit Application No.:
Company Name/Address:	Contact Name:
	Contact Number:
	E-Mail Address:
Estimated Project Completion Date:	Project Valuation:
Address of Construction Site:	
Short Project Description:	

Please provide the following as needed:

- Copy of the building permit application
- On-Site Parking: site plan drawing showing:
  - o on-site parking (minimum 8.5'x18' per parking space)
  - o entrance and exits to the construction site
  - o fencing
  - o material staging areas
- Off-Site Parking:
  - o location of off-site parking
  - o proof of lease or written approval from off-site parking property owner
  - o transportation plan showing how employees will get to and from jobsite from off-site parking location
- Number of workers/vehicles (SEE ATTACHED LIST)
- Completed Construction Parking Management Plan Application

I accept that I am accountable for any violation(s) of section 350.080 of Ordinance Number xxx-xxx. By signing my name below, I certify that I have read the above information on pages one and two of this application. My signature also confirms that I acknowledge and agree to follow the Construction Parking Management Plan attached to this application.

\_\_\_\_\_  
**Property Owner's Name**

\_\_\_\_\_  
**Property Owner's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**General Contractor's Name**

\_\_\_\_\_  
**General Contractor's Signature**

\_\_\_\_\_  
**Date**



# Construction Parking Management Plan Application

## Employee List

Please list all construction employee vehicles including employees, contractors, subcontractors, and suppliers.

Building Permit Application No.:	Number of Employees:
Company Name:	Number of Vehicles:

DRAFT



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** OCTOBER 24, 2023  
**SUBJECT:** ORDINANCE - A CONTRACT EXTENSION WITH *BUILDINGSTARS* FOR THE CUSTODIAL SERVICES CONTRACT FOR CITY OWNED FACILITIES AT 10 S BRENTWOOD BOULEVARD, 10 N BEMISTON AVENUE, AND 8300 SHAW PARK DRIVE

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The Public Works Department is requesting approval of a three-year custodial services contract extension to clean the Police Station & Municipal Building(s) at 10 S. Brentwood Boulevard, City Hall at 10 N. Bemiston Avenue, and the Municipal Garage at 8300 Shaw Park Drive. The contract approved in March 2021 with *Buildingstars* expired at the end of September 2023. The bid documents provided for two three-year extensions upon terms agreeable to both parties.

<b>Buildingstar's 3yr Extension Pricing Proposal</b>	
FY 2024	\$96,940.54
FY 2025	\$96,940.54
FY 2026	\$103,168.00
<b>Total</b>	<b>\$297,049.08</b>

*Buildingstars* has agreed to hold FY2023 pricing for the 2024 and 2025 fiscal years with a 6.4% increase in fiscal year 2026. The FY2023 Facility Management Division Satisfaction Survey currently yields an overall rating of 4 out of 5 for *Buildingstar's* service. The Public Works Department's FY2024 budget covers the cost of the first year of this three-year contract.

City Staff recommends approval of the custodial services contract extension with *Buildingstars*. In addition to the contract amount, the Director of Public Works requests authorization to approve change orders in an amount not to exceed ten percent for each fiscal year to be used to cover unplanned expenditures.

**STAFF RECOMMENDATION:** To approve the ordinance authorizing a three-year contract extension with *Buildingstars* in the amount of \$297,049.08 plus a contingency of \$29,706.91, totaling \$326,753.99 for the Custodial Services Contract Extension.

BILL NO. 6997

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

**ORDINANCE APPROVING A CONTRACT EXTENSION WITH *BUILDINGSTARS* FOR THE CUSTODIAL SERVICES CONTRACT FOR CITY OWNED FACILITIES AT 10 S. BRENTWOOD BOULEVARD, 10 N. BEMISTON AVENUE, AND 8300 SHAW PARK DRIVE**

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**WHEREAS**, the City of Clayton's current contract with *Buildingstars* for custodial services expired in September 2023; and

**WHEREAS**, the City still desires to utilize a professional cleaning company for custodial services at 10 S. Brentwood Boulevard, 10 N. Bemiston Avenue, and 8300 Shaw Park Drive; and

**WHEREAS**, upon the City's prior request and advertisement for bids by the Public Works Department, *Buildingstars* was then found to be the lowest, responsive, responsible bidder for the Custodial Services Contract; and

**WHEREAS**, the prior contract approved by the City with *Buildingstars* included the option for extensions subject to mutually agreeable terms and *Buildingstars* has proposed to maintain current pricing for the first two years of a three-year extension, which the Board finds to be reasonable; and

**WHEREAS**, the services provided by *Buildingstars* has been outstanding and highly regarded by the City's workforce who use the city facilities they service

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

Section 1. The Board of Aldermen approves on behalf of the City a three-year contract extension with *Buildingstars* in the following fiscal year amounts:

FY 2024: Ninety-Six Thousand, Nine Hundred and Forty Dollars and Fifty-Four cents (\$96,940.54)

FY 2025: Ninety-Six Thousand, Nine Hundred and Forty Dollars and Fifty-Four cents (\$96,940.54)

FY 2026: One Hundred and Three Thousand, One Hundred and Sixty-Eight Dollars (\$103,168.00)

for contractual services for the Custodial Services Contract in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Public Works in a cumulative amount not to exceed ten percent in any year, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed this 24<sup>th</sup> day of October 2023.



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Mayor

ATTEST:

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City Clerk

**CITY-CONTRACTOR AGREEMENT**

This Agreement is made and entered into the \_\_\_\_ day of March, 2021, by and between the City of Clayton, Missouri (hereinafter the "City") and \_\_\_\_\_, a Corporation with offices at \_\_\_\_\_, (hereinafter the "Contractor"). The project shall be identified as **Custodial Services Contract, Project No.: 2021.40.42.510.**

**WITNESSETH:**

The Contractor and the City for the consideration set forth herein agree as follows:

**ARTICLE I**

**The Contract Documents**

The Contract Documents consist of the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Bonds, Specifications, all Addenda and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully made a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement. This Contract cannot be modified except by duly authorized and executed written amendment.

**ARTICLE II**

**Scope of Work**

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents. Contractor represents and warrants that contractor has special skills which qualify contractor to perform the Work in accordance with the Contract and that contractor is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III****Time of Completion**

All time limits stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall commence on April 1, 2021, and terminate on September 30, 2024. If approved, annual extensions of contract shall run October 1<sup>st</sup> to September 30<sup>th</sup>.

**ARTICLE IV****The Contract Sum and Payments**

In consideration of the full and complete performance of this Agreement by the Contractor and of all the work and service herein contemplated, in conformity with the terms, Specifications and covenants herein contained, the City agrees to pay to the contractor as full compensation for said work and services; the amount as bid by the Contractor and accepted by the City. Each yearly contract shall be paid in equal monthly installments based upon an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract.

**ARTICLE V****Performance of the Work**

(a) Completion of the Work in accordance with the time limits set forth in the Cleaning Schedule provided by the City after submission of bids is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Cleaning Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$500.00** for each calendar day the Contractor fails to comply with the Cleaning Schedule provided by the City after submission of bids. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(b) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City as such intervals as the City may reasonably direct, the actual progress of the work

compared to the Cleaning Schedule. If the Contractor falls behind the Cleaning Schedule for any reason, he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Cleaning Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Cleaning Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Cleaning Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have

avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

- (c) Weather shall not constitute a cause for granting an extension of time.
- (d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

- (a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.
- (b) If the requested change would result in a delay in the Cleaning Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Cleaning Schedule shall be adjusted by agreement between the parties to reflect such decrease.
- (c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

**ARTICLE VIII****Termination**

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Cleaning Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly

(i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and cleaning equipment leases to which the Contractor is a party and which relate to the Work or to cleaning equipment required therefor, and

(ii) make available to the City to the extent directed by the City all cleaning equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor. In the event of termination, under this paragraph (b) the Contract Sum shall be reduced by the percentage of work not completed on the date of termination.

**ARTICLE IX****Contractor's Insurance**

Contractor's insurance shall be endorsed to cover the contractual liability of the Contractor under the General Conditions referring to Property Insurance.

**ARTICLE X****Indemnities**

(a) **Liability**: Contractor indemnifies, defends, and holds the City harmless for all third party claims or suits for libel, slander, property damage, and bodily injury, including death, because of the Contractor's negligence, general liability or product liability that arise out of the Project or anyone directly or indirectly employed by the Contractor or anyone for whose acts the City may be liable, regardless of whether caused in whole or in part by the City's negligence. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(b) **Professional Liability**: Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

(c) **Other Indemnities**: Contractor indemnifies, defends, and holds the City harmless for all third-party claims or suits for fines, penalties, liquidated damages or any other damages of whatsoever nature to the extent caused by the negligence or wrongdoing of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. These obligations include all judgments or awards recovered from the claims or suits, including courts costs and attorney fees.

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the

City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

**ARTICLE XI**

**Insurance**

(a) Except to the extent set forth in Section (b) of this Article, the Contractor will purchase and maintain the following insurance to cover its operations under this Agreement without limiting the liability of the Contractor under this Agreement. This insurance will be provided by insurance companies acceptable to the City and licensed to do business in each jurisdiction where the Work is performed.

1. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$2,000,000 for each accident.

2. Commercial General Liability Insurance, and, if necessary, excess liability insurance on a "true following-form" basis, all of which is written on an occurrence basis, with the following minimum limits of liability:

General Aggregate .....	\$2,600,000.00
Products/completed operations aggregate.....	\$2,600,000.00
Personal and advertising injury .....	\$2,600,000.00
Each occurrence.....	\$2,600,000.00
Medical expenses.....	\$5,000.00

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. A *Waiver of Subrogation* maybe substituted to meet the afore stated requirement. The parties further acknowledge that the cost of these insurance coverages is included in the Contract



Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City.

(d) Contractor waives any rights of subrogation under its Professional Liability Insurance policy for the City's benefit and is doing so before commencing any of the Work.

(e) Contractor will furnish an insurance certificate to Owner evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-days written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

## **ARTICLE XII**

### **The Work**

The Scope of Work consists of a three (3) year custodial services contract that may be renewed for two additional three-year periods upon terms agreeable to both parties. Three City owned facilities are included and are located at 10 N Bemiston Avenue (aka City Hall), 10 S Brentwood Boulevard (aka Police Station and Municipal Building) and 8300 Shaw Park Drive (aka Municipal Garage). All requirements and other incidental items shall be included as shown in the specifications.

**ARTICLE XIII**

**Notices**

Any notice hereunder shall be personally delivered or mailed, postage prepaid, by certified mail, return receipt requested addressed to:

City of Clayton  
10 N. Bemiston Avenue  
Clayton, Missouri 63105  
Attention: Public Works Department – Facilities Division

or to Contractor at:

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\* In making out this form the proper name and title should be used. For example, if the Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF CLAYTON

By: \_\_\_\_\_  
City Manager

(SEAL)

Attest:

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

DATE: \_\_\_\_\_



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

\_\_\_\_\_  
Title

(SEAL)

Attest:

DATE: \_\_\_\_\_

THE CITY OF CLAYTON

Board of Aldermen  
In-Person and Virtual Meeting  
October 10, 2023  
7:02 p.m.

MINUTES

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

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

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

PUBLIC REQUESTS AND PETITIONS

None

A PUBLIC HEARING AND A RESOLUTION - A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT FOR 515 SOUTH CENTRAL AVENUE

**Mayor Harris opened the public hearing and requested proof of publication.**

City Manager Gipson reported that this is a public hearing and subsequent resolution to consider granting a conditional use permit to Anne and Kevin Davis, owners of 515 South Central Avenue, to allow for the construction of a rear addition to a single-family home containing a 953 square foot attached accessory dwelling unit. The property has a zoning designation of R-2 Single-Family Dwelling District. The Plan Commission and Architectural Review Board considered the applications and associated architectural and site plans for the project on October 2, 2023, and recommended approval of the CUP and approved the architectural and site plans.

Steve Singer, 509 S. Central Avenue, addressed the Board with issues (maintenance) related to the proposed property and inquired as to how the city will address building code violations.

Lauren Davis, property owner, addressed the Board to answer questions.

**Mayor Harris closed the public hearing.**

**Motion made by Alderman Berkowitz to approve Resolution No. 2023-33, granting a Conditional Use Permit for 515 S. Central Avenue to allow for the construction of a rear addition accessory dwelling unit. Alderman McAndrew seconded.**

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

CONSENT AGENDA

1. Minutes – September 26, 2023, and September 29, 2023
2. Motion - 2024 Board of Aldermen meeting schedule.

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

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

PRESENTATION ON FLOCK CAMERAS

Chief Mark Smith provided a PowerPoint© presentation to the Board on flock cameras.  
*(presentation available in the City Clerk's office)*

**Motion made by Alderman Hummell that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO for preparation per Section 610.021(9) for labor negotiations. Alderman Patel seconded.**

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

There being no further regular meeting discussion the Board adjourned into a closed session at 7:51 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

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



# Clayton Special Events Update

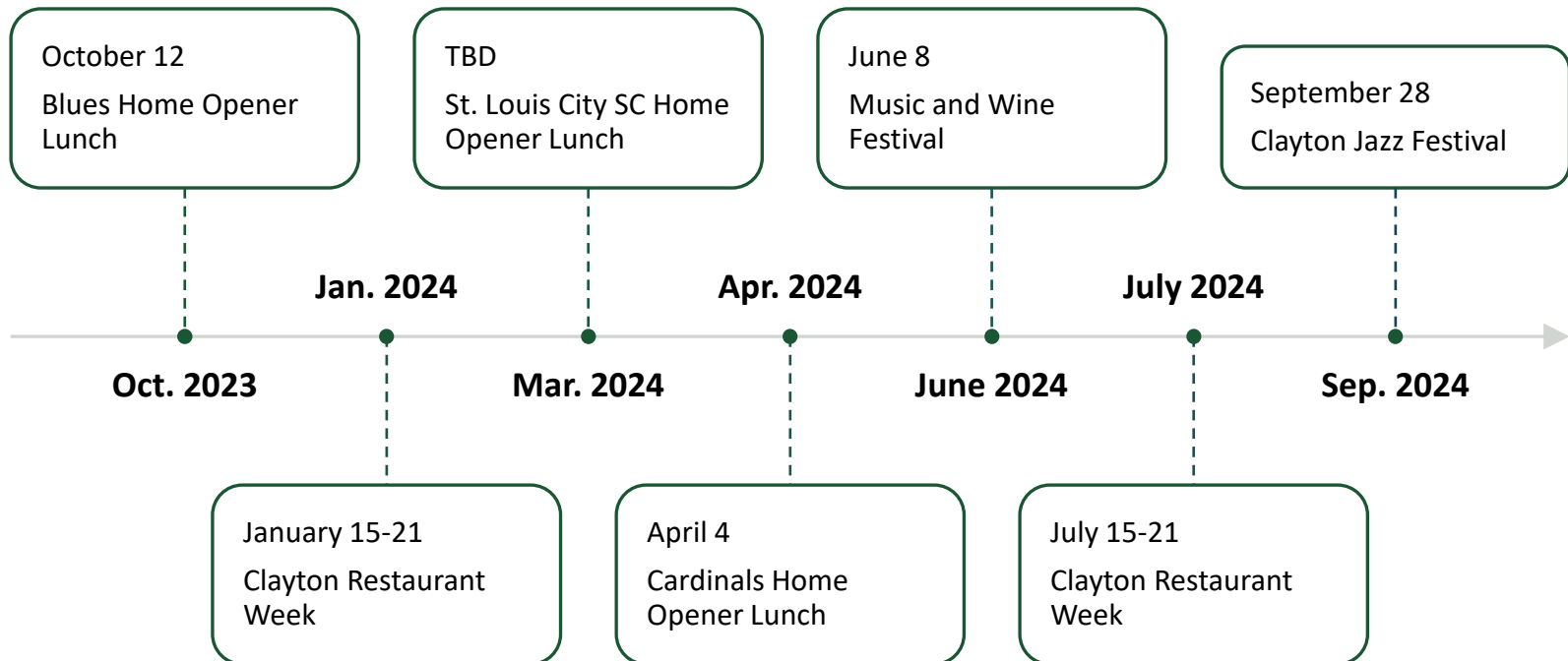
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*PRESENTATION TO THE MAYOR AND  
BOARD OF ALDERMEN*

*OCTOBER 24, 2023*



# FY2024 Special Event Calendar



# Board of Aldermen Event Goals 2013

Retail & Restaurant Sales

Pedestrian Traffic & Good Attendance

Brand Building & Place Making

Engaged Event Participants  
(*having fun*)

Benefits Special Business District



# Proposed Event Goals 2024

<b>Develop</b>	Civic pride
<b>Promote</b>	Diversity in Clayton and a sense of welcoming in Clayton
<b>Spotlight</b>	Local businesses and the Special Business District
<b>Encourage</b>	Activity, accessibility, and unity
<b>Celebrate</b>	Vibrancy and create a festive environment in downtown Clayton



# Music & Wine & Jazz Festival

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- Event has outgrown location
- Median gets damaged and is a tripping hazard
- New location:
  - N. Brentwood
    - ✓ Coordinating with businesses & property owners on street
    - ✓ Allows room for growth

# BOA Suggested Events

- Longest Table
- Open Streets
- Cultural Event







# Longest Table

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- **When:** Sunday evening in October 2024 | 5:30 p.m.-8:30 p.m.  
*Easiest for closing streets with lighter traffic in area*
- **Where:** Meramec Ave. between Forsyth and Maryland
- **Estimated Attendance:** 100 invited guests
- **Event Goal:** Partner with the city of Florissant to invite community members and leaders from both cities with diverse backgrounds, ideals, and interests to gather for conversation, greater mutual understanding, and togetherness!
- **Partnerships:** Clayton Community Foundation, Clayton Equity Commission, Clayton School District, Florissant community groups, and other local community groups
- **Targeted Audience:** Clayton and Florissant diverse community members and leaders (invitations provided by cities partnerships)

# Longest Table

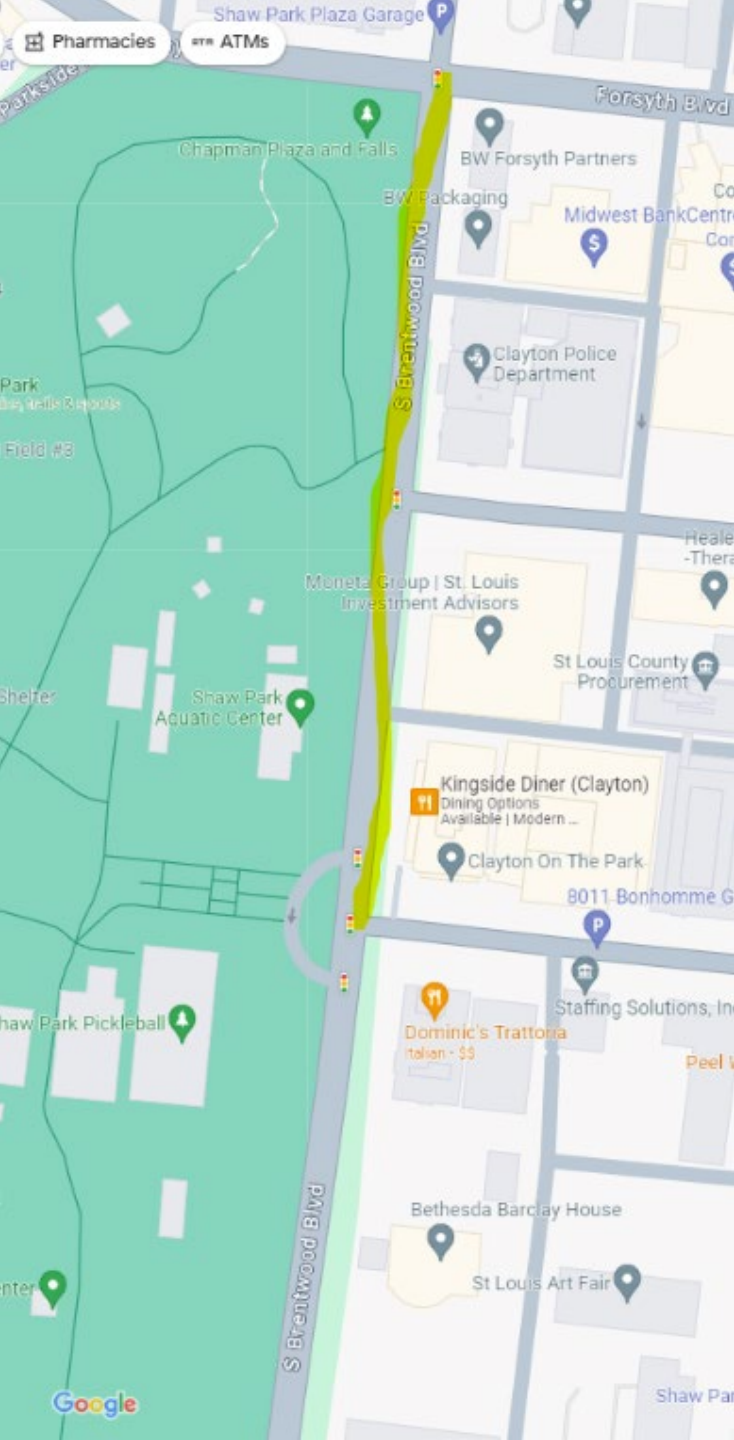
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## Event Specifics:

- Catered buffet style dinner
- “Conversation Starters” print outs/table runner to break the ice
- Table facilitators
- Live acoustic music
- Open air with bistro lights above for gorgeous setting
- Space heaters depending on event date

**Event Budget: \$24,000**



# Open Streets

**When:** Sunday morning in May or October 2024  
from 9:00 a.m. – 1:00 pm.

*Easiest for closing streets with lighter traffic in area*

**Where:** Brentwood Boulevard (between Bonhomme Avenue and Forsyth Avenue). The trails within the park will need to be used to extend the mileage.





# Open Streets

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- **Estimated Attendance:** 500
- **Event Goals:**
  - Promote healthy lifestyles and physical activity within the community
  - Educate the public on bike safety and fire prevention
  - Create a family-friendly environment that showcases Clayton's amenities
- **Partnerships:** Center of Clayton, School District of Clayton, PTO groups, local bike shops (ex. Big Shark Bicycle Company, Maplewood Bicycle), Clayton Fire & Police Departments
- **Targeted Audience:** Local families, cycling and fitness enthusiasts, the casual gym-goer looking to exercise socially, potential Center members



# Open Streets

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## Event Specifics:

- Temporary closure of streets to vehicular traffic, creating a safe and vibrant open street for pedestrians, cyclists, exercise class
- Variety of group exercise classes and fitness demonstrations
- Educational booths and vendors
- Music/DJ
- Police and Fire Booths & Child/Bike Obstacle Course
- Center and facility membership sales



# Open Streets

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## Activity Areas:

### •Community Safety Booths

- CFD: Fire safety, CPR & choke response demo
- CPD: Pedestrian and bike safety, helmet education, child/bike obstacle course, community policing information
- School District of Clayton/All in Coalition bullying response and prevention, mental health resources, drug prevention

### •Health Screening/Education Booths

- Dietitian and healthy food education
- Mammography van
- Republic Services recycling info
- Community planning booth (LCMP and Comp Plan)

### •Fitness Classes/Demonstrations

- Yoga and Zumba class demonstrations/join-in
- Spinning (Stationary Bikes—free classes)
- Center/facility membership sales
- Personal Trainers from Center
- Aquatics representing both the Center and SPAC
- Sports Programs—youth and adult
- Local bike shop booths for bike repair and maintenance

### •Family Fun Zone

- Bubble Bus (could be stationed on street near park to bring the kids down)
- Face Painting
- DJ to provide music for the classes and the general event

**Event Budget: \$20,000**



# Cultural Event

- **When:** Sunday in May or Oct. 2024 from 10:00 a.m. – 2:00 pm.  
*Easiest for closing streets with lighter traffic in area*
- **Where:** Brentwood Boulevard from Maryland Avenue to Forsyth Boulevard
- **Estimated Attendance:** 2,000-3,000
- **Event Goal:** Showcase international artistic and culinary expression, bringing together visual and performing artists, fashion/jewelry designers/artisans, food enthusiasts, and the local community. The event will feature art exhibitions, live art demonstrations, performances, and an array of delicious dishes from various cultures.
- **Partnerships:** Clayton Community Foundation, local schools and studios, and nonprofits focused on international artisans and art (ex. COCA, International Festival, etc.)
- **Targeted Audience:** Local and surrounding artisans, and performers, restaurateurs, and community members

# Cultural Event

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## Event Specifics:

- Partner with local performers, schools/studios, and non-profits to secure talent
- Visual and performance art; tie in w/public art
- Dance and ensemble musical performances will occur on the rented stage (rented 24' X 40')
- Smaller musical performances/bands will perform on rented bandwagon
- Cultural artisans will demonstrate their craft and sell merchandise in tent booths
- Entertainment options including dance, storytelling, ceremonial drums, traditional music

- [The St. Louis Cultural Flamenco Society](#)
- [Ballet](#)
- [Gentlemen of Vision Step Team](#)
- [Egyptian Raqs Shamadan](#)
- [Afriky Lolo: West African Dance Company](#)
- [Meghan Torno School of Irish Dance](#)
- St. Louis Dance Lab
- [Bobby Norfolk-African story telling](#)
- [STL Taiko Drummers](#)

**Event Budget: \$37,000**