

THE BOARD OF ALDERMEN MEETING WILL BE HELD IN-PERSON
AND VIRTUALLY VIA ZOOM (link is below).

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. <https://us02web.zoom.us/j/85700326206>; Webinar ID: 857 0032 6206

Or One tap mobile:

+13017158592, 85700326206# US (Washington DC); +13052241968, 85700326206# US

Or join by phone: (for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860
or +1 929 205 6099 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or
+1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1
689 278 1000 or +1 719 359 4580

International numbers available: <https://us02web.zoom.us/j/85700326206>

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
NO DISCUSSION SESSION
TUESDAY, NOVEMBER 28, 2023

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, NOVEMBER 28, 2023 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

ROLL CALL

PUBLIC REQUESTS & PETITION

PUBLIC HEARING

1. Resolution – A Conditional Use Permit amendment for Wright’s Tavern located at 7624-7628 Wydown Boulevard. (Res. No. 2023 - 35)
2. Ordinance – An amendment to a Planned Unit Development for 201-215 North Meramec Avenue and 8015 Pershing Avenue. (Bill No. 6999)

CITY MANAGER REPORT

1. Ordinance – A contract with Byrne & Jones Construction, Inc. *dba* Byrne & Jones Construction for the CBD Phase 1 Resurfacing project. (Bill No. 7000)
2. Clayton Equity Commission recommendation for downtown signage.

CONSENT AGENDA

1. Minutes – November 14, 2023, and November 17, 2023

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.



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, PLANNING & DEV. SERVICES

DATE: NOVEMBER 28, 2023

SUBJECT: PUBLIC HEARING & A RESOLUTION - A CONDITIONAL USE PERMIT AMENDMENT FOR 7624-7628 WYDOWN BOULEVARD RESTAURANT KNOWN AS WRIGHT'S TAVERN

This is a public hearing to consider an application for a Conditional Use Permit (CUP) amendment submitted by Matthew McGuire of Box Hill Group-Wydown, d/b/a WRIGHT'S TAVERN, restaurant owner, to allow for the expansion of an existing restaurant into an adjacent tenant space. The existing restaurant space measures approximately 1,100 square feet. The proposed expanded restaurant measures 2,200 square feet.

The existing CUP allows for operation of the restaurant seven (7) days a week from 7:00 a.m. until 11:00 p.m. The existing restaurant concept is a full-service sit-down restaurant open for dinner. The restaurant currently provides 40 seats. The proposed expansion area would be used for carry-out, prepared goods, and market items. The applicant is proposing that the CUP allow for seating and restaurant service in the future should the owner wish to convert the space. The applicant already has a full liquor license and will work with the Finance Department regarding the expanded use. Delivery service from the restaurant is not proposed.

In 2022, the applicant transferred the CUP for I Fratellini to allow for operation as Wright's Tavern. The original CUP allowed for the operation of a restaurant/market and was approved in 2000. Wright's Tavern has been operating as a sit-down restaurant, and with the opportunity of the adjacent tenant space, wishes to expand to a market and carry-out use. As depicted on the proposed floorplan, the space will include display and merchandising cases. Surrounding uses in the area include multi-family residential, restaurant, and personal care uses. Staff are of the opinion that the proposed use is compatible with the surrounding uses in terms of scale and characteristics.

The restaurant is located outside of Downtown Clayton, therefore parking is required for employees. The applicant has secured parking spaces from an adjacent property. Proof of the parking agreement has been submitted to the City and was found to be satisfactory. Deliveries to the restaurant will be made using the rear door, delivery vehicles shall use the parking area behind the building, located off the alley to the rear.

Expansion of use is considered a major amendment to a Conditional Use Permit, and therefore, requires approval by the Board of Aldermen.

STAFF RECOMMENDATION: To approve a Conditional Use Permit for the operation of Wright's Tavern located at 7624-7628 Wydown Boulevard per the conditions outlined in the Resolution.

RESOLUTION NO. 2023-35

WHEREAS, on November 16, 2023, the City received an application and letter from Matthew McGuire, of Box Hill Group -Wydown, LLC, requesting an amendment to an existing Conditional Use Permit Transfer to allow the operation of an approximately 2,200 square foot restaurant to be known as Wright's Tavern located at 7624-7628 Wydown Boulevard;

WHEREAS, an expansion of use is considered a major amendment and requires review by the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a public hearing with regard to this Conditional Use Permit, after due notice as required by law, at their meeting of November 28, 2023; and

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 approval of a Conditional Use Permit to Box Hill Group – Wydown, LLC, to allow the operation of Wright's Tavern located at 7624-7628 Wydown Boulevard is hereby granted. Said property is more particularly described as follows:

LOT 12, BLOCK A OF WYDOWN COURT SUBDIVISION

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 BOX HILL GROUP – WYDOWN, 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 the amendment application and letter dated November 1, 2-23, the application and letter dated May 20, 2022, with the original application and letter dated October 25, 2000, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) Maximum hours of operation shall be 7:00 A.M. to 11:00 P.M. seven days a week.
- (4) All work shall conform to the plans submitted to and approved by the City of Clayton.

(5) Deliveries to the restaurant shall be made after 7:00 A.M. at the rear of the building.

(6) An approved trash container shall be provided on the premises. All refuse will be placed in sealed plastic bags and placed in a closed commercial trash dumpster. The trash area will be kept in a clean, orderly and sanitary manner at all times.

(7) The Permittee agrees to participate in recycling.

(8) The Permittee is responsible for keeping the area inside the restaurant and the area adjacent to the establishment, including the sidewalk, clean and free from litter.

(9) The Permittee shall provide four (4) off-street employee parking spaces and written verification of such parking must be made to the Director of Planning before the issuance of an Occupancy Permit.

(10) The Permittee shall install a hood suppression system if required by the Clayton Fire Department.

(11) Delivery service from the restaurant shall be in accordance with the stipulations contained in the resolution pertaining to delivery services adopted May 10, 1994.

(12) No outdoor dining/seating is permitted.

(13) No service stations or service fixtures shall be permitted outside the building.

(14) No outdoor lighting shall be permitted without the prior written approval of the Director of Public Works.

(15) No outdoor speakers or music shall be permitted.

(16) The Permittee agrees to verbally notify persons requesting carry-out orders that double parking is prohibited.

(17) The Permittee agrees that no offensive or annoying odors will emanate from the building. The question of whether an odor is offensive or annoying shall be in the sole discretion of the Department of Planning and Development Services.

(18) All signs must be approved by the City prior to installation.

(19) Permittee may choose to do business under a different trade name from time to time. If the name of the permitted facility is changed, Permittee shall register

the new trade name with the Department of Planning and Development Services prior to utilizing any name other than that specified herein.

(20) The Permittee shall within thirty (30) days notify the City Clerk of the City of Clayton in writing that the conditional use permit is accepted and that the conditions set forth herein are understood and will be complied with.

(21) Breach of any of the conditions provided for in this permit shall automatically affect the revocation of this permit, and same shall be rendered null and void. Any future exterior alterations/renovations must be approved by the City prior to such change. Any exterior signage shall conform to the City's Sign Ordinance and be approved by the City prior to installation.

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 the conditions and stipulations set out in Section 2 of this Resolution.

Adopted this 28th day of November 2023.

Mayor

ATTEST:

City Clerk



November 1, 2023

VIA ELECTRONIC SUBMISSION

Mayor and Board of Aldermen
City of Clayton
c/o Anna Krane
10 N. Bemiston Avenue
Clayton, Missouri 63105

***Re: Conditional Use Permit Amendment – 7624-28
Wydown Blvd. – Wright's Tavern***

Dear Honorable Mayor and Members of the Board of Aldermen:

I am writing to request your consideration and approval of an amendment to the existing conditional use permit granted to Box Hill Group – Wydown, LLC (d/b/a Wright's Tavern), on June 15, 2022, a copy of which is enclosed herewith (the "*Wright's Tavern CUP*"), to allow for an increase in square footage of the premises covered by the CUP and the operation of Wright's Tavern as a Restaurant/Market at 7624-28 Wydown Blvd., Clayton, Missouri 63105. Wright's Tavern has quickly become an integral part of our community. The growing demand for high-quality prepared foods and market items has prompted us to consider expanding our services to better cater to the needs of our valued patrons and customers.

The proposed amendment is to allow for an increase in the overall square footage of the premises covered by the Wright's Tavern CUP to include the premises of 7628 Wydown Blvd. to accommodate ongoing operations and a dedicated area for preparing and selling a wider range of prepared to go/carry out foods, including but not limited to fresh sandwiches, salads, soups, and ready-to-eat meals, and the sale of other various high-end market food products, such as wine, cheese, craft beers, deli and other fine food items, within the establishment. For your convenience, a floor plan showing the existing space (7624 Wydown Blvd.) and the additional space (7628 Wydown Blvd.) to be covered by the Wright's Tavern CUP is enclosed. Additionally, as a result of the foregoing, the proposed also amendment seeks the deletion of Condition No. 16 on the

Wright's Tavern CUP in its entirety. We believe that these proposed changes would not only enhance our business but also align with the character of our community and contribute positively to the vitality of our neighborhood.

We respectfully request the Board of Aldermen's support and approval in amending the Wright's Tavern CUP to facilitate the expansion of its square footage coverage for our restaurant/market, to permit the carry-out food portion of our business, and to enable us to offer a broader range of food products and services and, thereby enhancing the overall ease and variety for our customers and the community. We are prepared to provide any additional information and participate in public discussions to address any concerns or questions of the Board of Aldermen, the Planning and Development Services Department, and our community members.

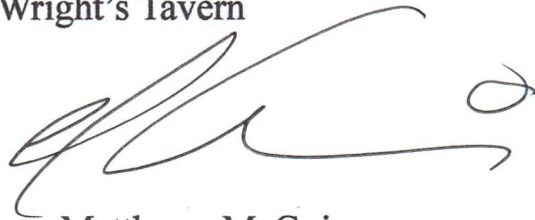
We appreciate your consideration of this request and look forward to the opportunity to further discuss this proposal. If you require any additional documentation or information, please do not hesitate to contact me.

Thank you for your time and attention to this matter, and we eagerly await a favorable decision that will benefit both our establishment and the community we proudly serve.

Sincerely,

Box Hill Group – Wydown,
LLC,
d/b/a Wright's Tavern

By:



Matthew McGuire,

Manager

11/09/23

Enclosures

{14412/00000/3921031.DOCX.2}



City of Clayton

10 North Bemiston • Clayton, Missouri 63105-3304 • (314) 727-8100 • FAX (314) 863-0294

June 15, 2022

Box Hill Group – Wydown, LLC
Attn: Matthew McGuire
706 DeMun Avenue
Clayton MO 63105

Re: Conditional Use Permit – 7624 Wydown Boulevard – *Wright's Tavern*

Dear Mr. McGuire:

Enclosed is a copy of the Conditional Use Permit issued for Box Hill Group – Wydown, LLC (*d/b/a Wright's Tavern*) located at 7624 Wydown Boulevard.

In accordance with Section 2 (20) of the permit, please notify June Frazier, City Clerk, in writing (or via email: jfrazier@claytonmo.gov) by July 15, 2022 that you accept and will comply with the conditions stipulated therein.

Sincerely,

David Gipson
City Manager

Enclosure

CONDITIONAL USE PERMIT

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 approval of a Conditional Use Permit to Box Hill Group – Wydown, LLC, to allow the operation of Wright's Tavern located at 7624 Wydown Boulevard is hereby granted. Said property is more particularly described as follows:

LOT 12, BLOCK A OF WYDOWN COURT SUBDIVISION

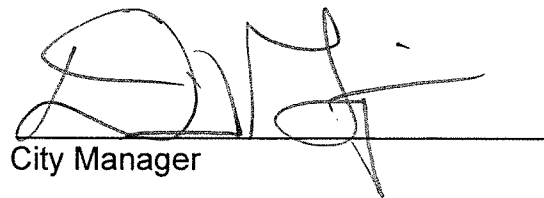
Section 2. In addition to compliance with all Ordinances of the City of Clayton and Laws of the State of Missouri, the permitted uses shall be conducted so as to comply with the following stipulations and conditions at all times:

- (1) The permit shall be granted to BOX HILL GROUP – WYDOWN, 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 the application and letter dated May 20, 2022, with the original application and letter dated October 25, 2000, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) Maximum hours of operation shall be 7:00 A.M. to 11:00 P.M. seven days a week.
- (4) All work shall conform to the plans submitted to and approved by the City of Clayton.
- (5) Deliveries to the restaurant shall be made after 7:00 A.M. at the rear of the building.
- (6) An approved trash container shall be provided on the premises. All refuse will be placed in sealed plastic bags and placed in a closed commercial trash dumpster. The trash area will be kept in a clean, orderly and sanitary manner at all times.
- (7) The Permittee agrees to participate in recycling.
- (8) The Permittee is responsible for keeping the area inside the restaurant and the area adjacent to the establishment; including the sidewalk, clean and free from litter.
- (9) The Permittee shall provide four (4) off-street employee parking spaces and written verification of such parking must be made to the Director of Planning before the issuance of an Occupancy Permit.
- (10) The Permittee shall install a hood suppression system if required by the Clayton Fire Department.
- (11) Delivery service from the restaurant shall be in accordance with the stipulations contained in the resolution pertaining to delivery services adopted May 10, 1994.

- (12) No outdoor dining/seating is permitted.
- (13) No service stations or service fixtures shall be permitted outside the building.
- (14) No outdoor lighting shall be permitted without the prior written approval of the Director of Public Works.
- (15) No outdoor speakers or music shall be permitted.
- (16) The Permittee agrees to verbally notify persons requesting carry-out orders that double parking is prohibited. Additionally, the Permittee agrees that the carry-out portion of the business is hereby permitted only upon a six (6) month trial basis. Should parking or traffic problems increase as a result of such carry-out business, the Permittee agrees, upon notice from the Plan Commission, to cease said carry-out business.
- (17) The Permittee agrees that no offensive or annoying odors will emanate from the building. The question of whether an odor is offensive or annoying shall be in the sole discretion of the Department of Planning and Development Services.
- (18) All signs must be approved by the City prior to installation.
- (19) Permittee may choose to do business under a different trade name from time to time. If the name of the permitted facility is changed, Permittee shall register the new trade name with the Department of Planning and Development Services prior to utilizing any name other than that specified herein.
- (20) The Permittee shall within thirty (30) days notify the City Clerk of the City of Clayton in writing that the conditional use permit is accepted and that the conditions set forth herein are understood and will be complied with.
- (21) Breach of any of the conditions provided for in this permit shall automatically affect the revocation of this permit, and same shall be rendered null and void.

Any future exterior alterations/renovations must be approved by the City prior to such change. Any exterior signage shall conform to the City's Sign Ordinance and be approved by the City prior to installation.

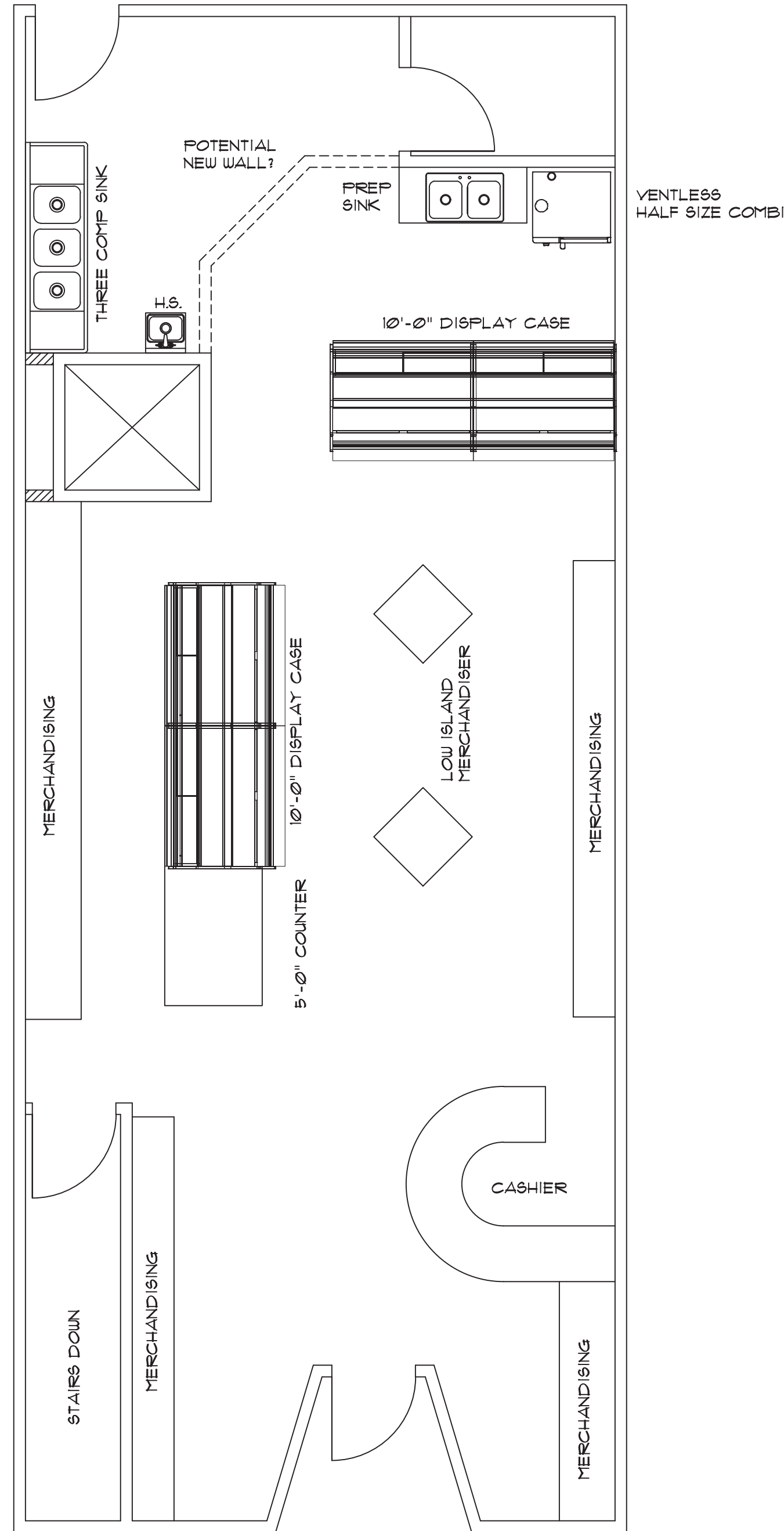
Section 3. The City Manager of the City of Clayton is hereby authorized and directed to issue a conditional use permit in accordance with the provisions of the Resolution. Said permit shall contain all the conditions and stipulations set out in Section 2.



City Manager

ATTEST:


City Clerk



William S. Ford & Associates

2204 N. BROADWAY
 ST. LOUIS, MO 63102
 Ph: (314) 231-8400
 Fax: (314) 231-8426



FLOORPLAN

DATE
 8 NOV 2023
 DRAWN BY
 D WURTH JR
 SCALE
 1/4" = 1'-0"
 DRAWING NO

FSE-1

OF

REVISIONS

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Planning and Development Services

10 N. Bemiston Avenue • Clayton, Missouri 63105 • 314-290-8450 • FAX 314-863-0296 • TDD 314-290-8435

APPLICATION SIGNATURE FORM

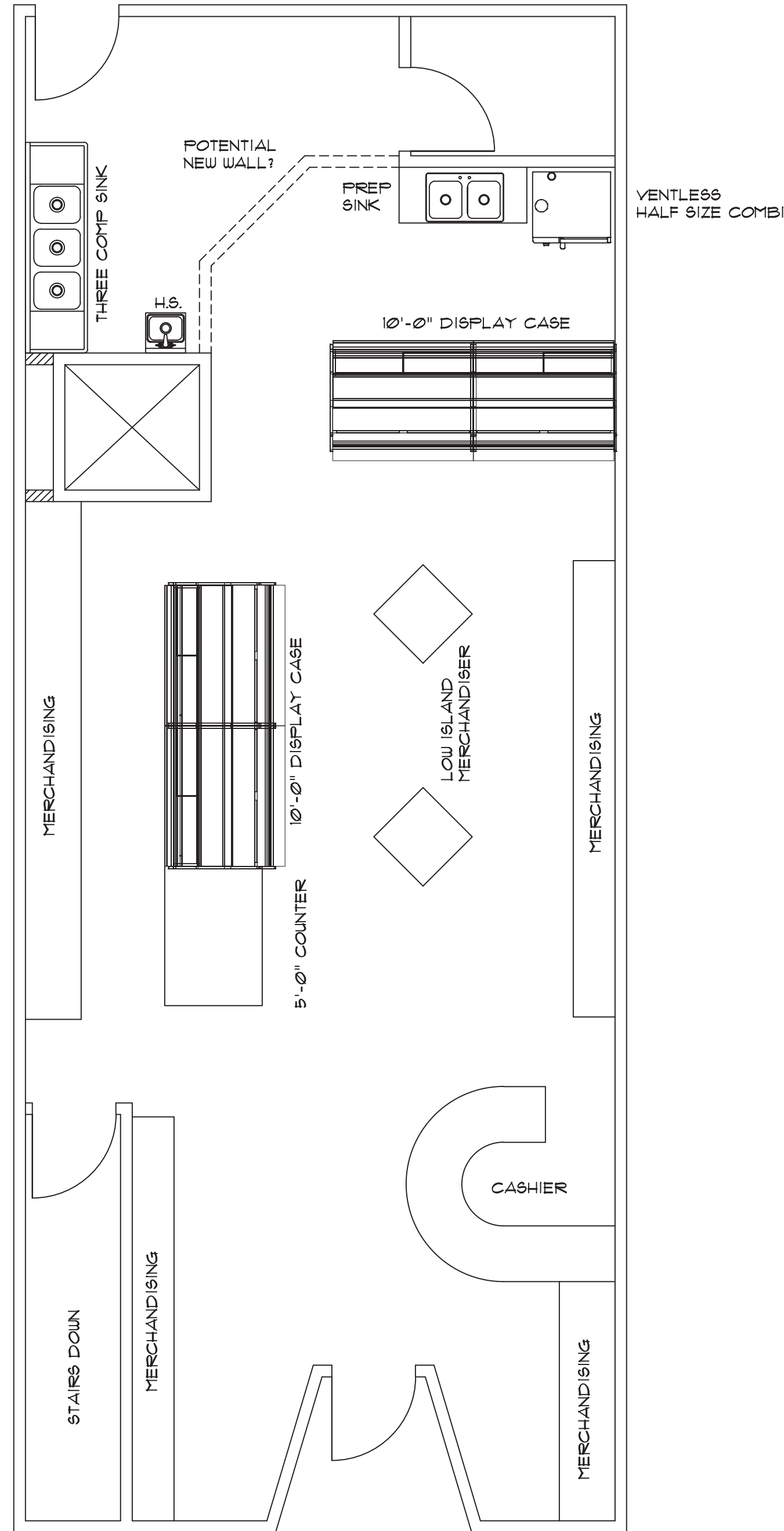
SIGNATURES (FULL LEGAL NAME IS REQUIRED)

I Noel Q. Martin certify that I am the legal property owner, or an authorized representative of the property ownership, and I grant permission for application of this permit and permission for all work shown and requested.

Signature of **Property Owner** (*Required*): *Noel Q. Martin*

Print name: Noel Q. Martin

Date: 11/9/2023 Business Name/title (if applicable): 7626 Wydown LLC



William S. Ford & Associates

2204 N. BROADWAY
 ST. LOUIS, MO 63102
 Ph: (314) 231-8400
 Fax: (314) 231-8426



FLOORPLAN

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Planning and Development Services

10 N. Bemiston Avenue • Clayton, Missouri 63105 • 314-290-8450 • FAX 314-863-0296 • TDD 314-290-8435

APPLICATION SIGNATURE FORM

SIGNATURES (FULL LEGAL NAME IS REQUIRED)

I Noel Q. Martin certify that I am the legal property owner, or an authorized representative of the property ownership, and I grant permission for application of this permit and permission for all work shown and requested.

Signature of **Property Owner** (*Required*): *Noel Q. Martin*

Print name: Noel Q. Martin

Date: 11/9/2023 Business Name/title (if applicable): 7626 Wydown LLC



City of Clayton
10 North Bemiston Avenue
Clayton, Missouri 63105
(314) 290-8452 FAX: (314) 863-0296

**APPLICATION FOR
TRANSFER OF/AMENDMENT TO
CONDITIONAL USE PERMIT (CUP)
(ADMINISTRATIVE REVIEW)**

(please type or print)

- ALL APPLICABLE SECTIONS OF APPLICATION MUST BE COMPLETE.
- \$135.00 APPLICATION FEE MUST ACCOMPANY THIS APPLICATION

Location (Address) of Project: 7624 Wydown Blvd., Clayton, MO 63105

Full Name of Restaurant (if applicable): formerly I Fratellini, now Wright's Tavern

PART A: PARTIES OF INTEREST

The full legal name to which the CUP will be issued to (partnership, incorporation, etc.) is required

Name of Applicant: Box Hill Group - Wydown, LLC

Address: 706 Demun Ave., Clayton, MO 63105

Phone Number: 314-300-8188

Interest in Property: Tenant

Name of Business Owner(s) - if different from above: Matthew C. McGuire

Address: 706 Demun Ave., Clayton, MO 63105

Phone Number: 314-300-8188

PART B: SITE DESCRIPTION

Current Use of Site: Restaurant

Proposed Use of Site: Restaurant

Is the space being remodeled? No Yes/No. If so, describe changes in detail _____

PART C: AMENDMENT TO EXISTING CONDITIONAL USE PERMIT

Please indicate the category of amendment being requested:

____ Hours of operation

____ Days of operation

____ Trade name (ownership and nature of business remains unchanged)

____ Change in indoor/outdoor seating capacity

____ Other - Explain:

Updated July, 2021

Please describe the proposed amendment in detail: Transfer of Lease and Ownership of Restaurant

Please describe why the proposed amendment is being sought: Transfer of Lease and Ownership of Restaurant

PART D: TRANSFER OF AN EXISTING CONDITIONAL USE PERMIT

The full legal name of the individual or entity to which the existing conditional use permit is currently issued:
Zoe II, LLC, d/b/a Osteria Angelica

The full legal name of the individual or entity to which the conditional use permit is to be transferred:

Box Hill Group - Wydown, LLC, d/b/a Wright's Tavern
Fully executed lease must accompany request for transfer

Total number of off-street parking spaces: 4

Total number of off-street parking spaces as required by existing Conditional Use Permit: 4

If off-street parking is required per current zoning regulations, please provide proof of off-street parking spaces must be submitted with this application

Please describe any changes to the operation (i.e. square footage, type and/or intensity of use, changes in either indoor or outdoor seating capacity/location, etc.):
N/A

Please describe any changes to the exterior of the building (i.e. new awnings, signage, façade renovation, etc.):
None

Is outdoor seating/dining being requested? No
Architectural Review may be required for any exterior renovation, awning or signage. If any of these items are part of the project, please contact the Planning Department at 290-8453.

PART E: ACCEPTANCE

I indicate that, by signing this application, I have read and understand, and will comply with, all provisions contained in the existing Conditional Use Permit that are not affected by this transfer/amendment. NOTE: A revised Conditional Use Permit reflecting the transfer/amendment will be forwarded. This Conditional Use Permit must be signed by the "permittee" and returned to the City Clerk within thirty (30) days. If permit is not returned, said Conditional Use Permit becomes null and void.

PART F: SIGNATURES

Signature of Applicant (Required):  Date: 5-05-2022

Relation to the Business Owner: Owner

Signature of Property Owner (Required): Neo Martin Date: 5-17-2022

FOR CITY USE

The following action has been taken regarding the request for transfer/amendment for

Business Name & Business Address

Approved Administratively:

Susan M. Istenes, Director of Planning and Development Services

Date

Referred to the Board of Aldermen for their approval:

Susan M. Istenes, Director of Planning and Development Services

Date

New Conditional Use Permit Required:

Susan M. Istenes, Director of Planning and Development Services

Date

CONDITIONAL USE PERMIT

By authority of a resolution adopted by the Board of Aldermen of the City of Clayton, Missouri, pursuant to the authority of Chapter 22, Article XI, Section 22-41 (Administration: Conditional Use Permits) of the Code of Ordinances of the City of Clayton (the Zoning Ordinance), the issuance of a conditional use permit to ZOE II, LLC d/b/a OSTERIA ANGELICA, for the use of the property for a restaurant/market at 7624 Wydown Boulevard, is hereby authorized. Said property is more particularly described as follows:

LOT 12, BLOCK A OF WYDOWN COURT SUBDIVISION

(1) The permit shall be granted to ZOE II, LLC d/b/a OSTERIA ANGELICA (the "Permittee"), and shall not be transferred or assigned without the prior written approval of the Board of Aldermen of the City of Clayton.

(2) The property shall be improved, maintained and operated substantially in accordance with a letter and application dated October 25, 2000 and with the plans and specifications as filed with and approved by the City of Clayton.

(3) Hours of operation shall be 7:00 A.M. to 11:00 P.M. seven days a week.

(4) All work shall conform to the plans submitted to and approved by the City of Clayton.

(5) Deliveries to the restaurant shall be made after 7:00 A.M. at the rear of the building.

(6) An approved trash container shall be provided on the premises. All refuse will be placed in sealed plastic bags and placed in a closed commercial trash dumpster. The trash area will be kept in a clean, orderly and sanitary manner at all times.

(7) The Permittee agrees to participate in recycling.

(8) The Permittee is responsible for keeping the area inside the restaurant and the area adjacent to the establishment, including the sidewalk, clean and free from litter.

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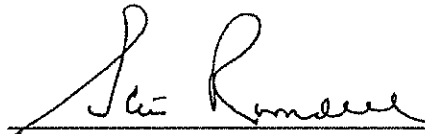
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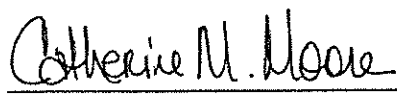
(21) Breach of any of the conditions provided for in this permit shall automatically affect the revocation of this permit, and same shall be rendered null and void.

Granted this 28th day of November, 2000.



City Manager

ATTEST:



City Clerk



May 10, 2022

To: City of Clayton

Central Christian School is happy to provide access to four parking spots in our lower parking garage at 700 South Hanley Road to Matt McGuire, the owner of Wright's Tavern in Clayton, Missouri.

Please don't hesitate to let me know if you have any questions.

Lindsey Hunsicker

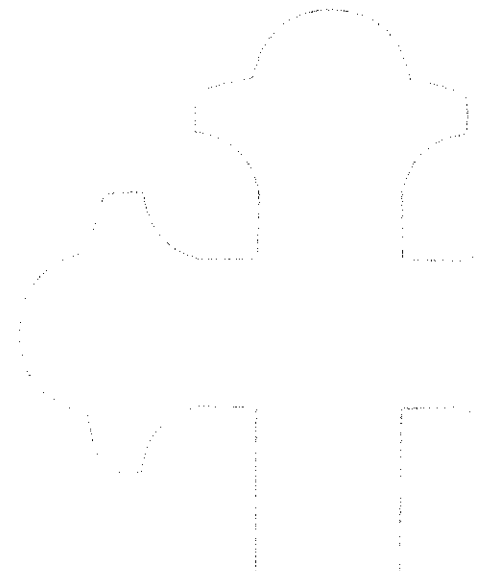


Lindsey Hunsicker

Admissions and Office Associate

centralschoolstl.org | 314.727.4535

700 S. Hanley Rd., Clayton, MO 63105



www.centralschoolstl.org

700 South Hanley Road, Saint Louis, MO 63105 314.727.4535

Carmody MacDonald

Carmody MacDonald P.C.
120 S. Central Avenue, Suite 1800
St. Louis, Missouri 63105-1705
314-854-8600 Fax 314-854-8660
www.carmodymacdonald.com

Kevin J. Williams
kjlw@carmodymacdonald.com
Direct Dial: (314) 854-8604

May 18, 2022

VIA HAND-DELIVERY

City of Clayton
10 North Bemiston Avenue
Clayton, Missouri 63105
Attn: Anna Krane

Re: Application for Transfer of Conditional Use Permit (CUP)

Dear Anna:

Enclosed please find the following:

1. Application for Transfer of Conditional Use Permit (CUP);
2. Conditional Use Permit;
3. Check for \$135.00; and
4. Letter regarding parking space.

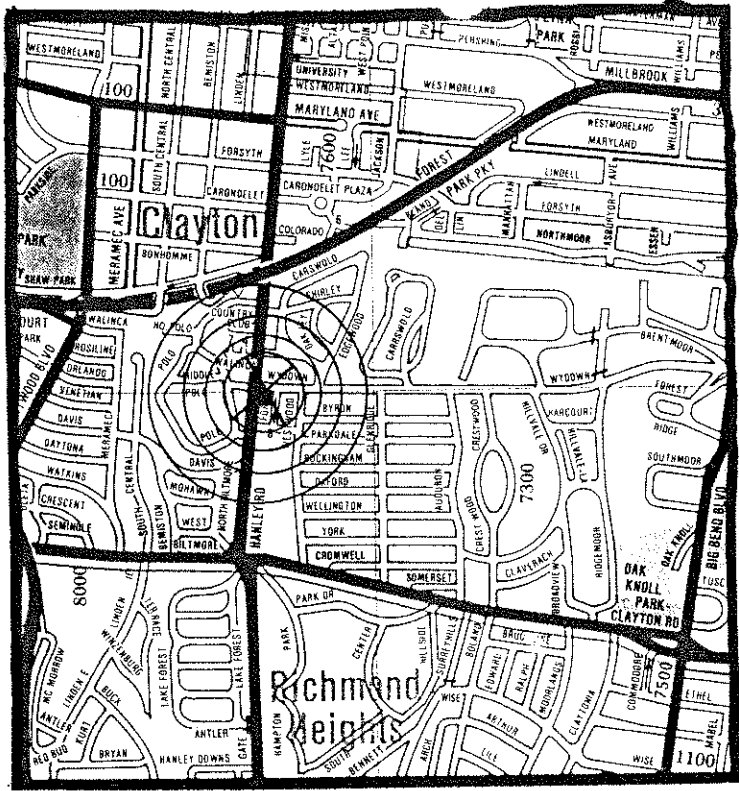
If you have any questions, please do not hesitate to contact me.

Sincerely,

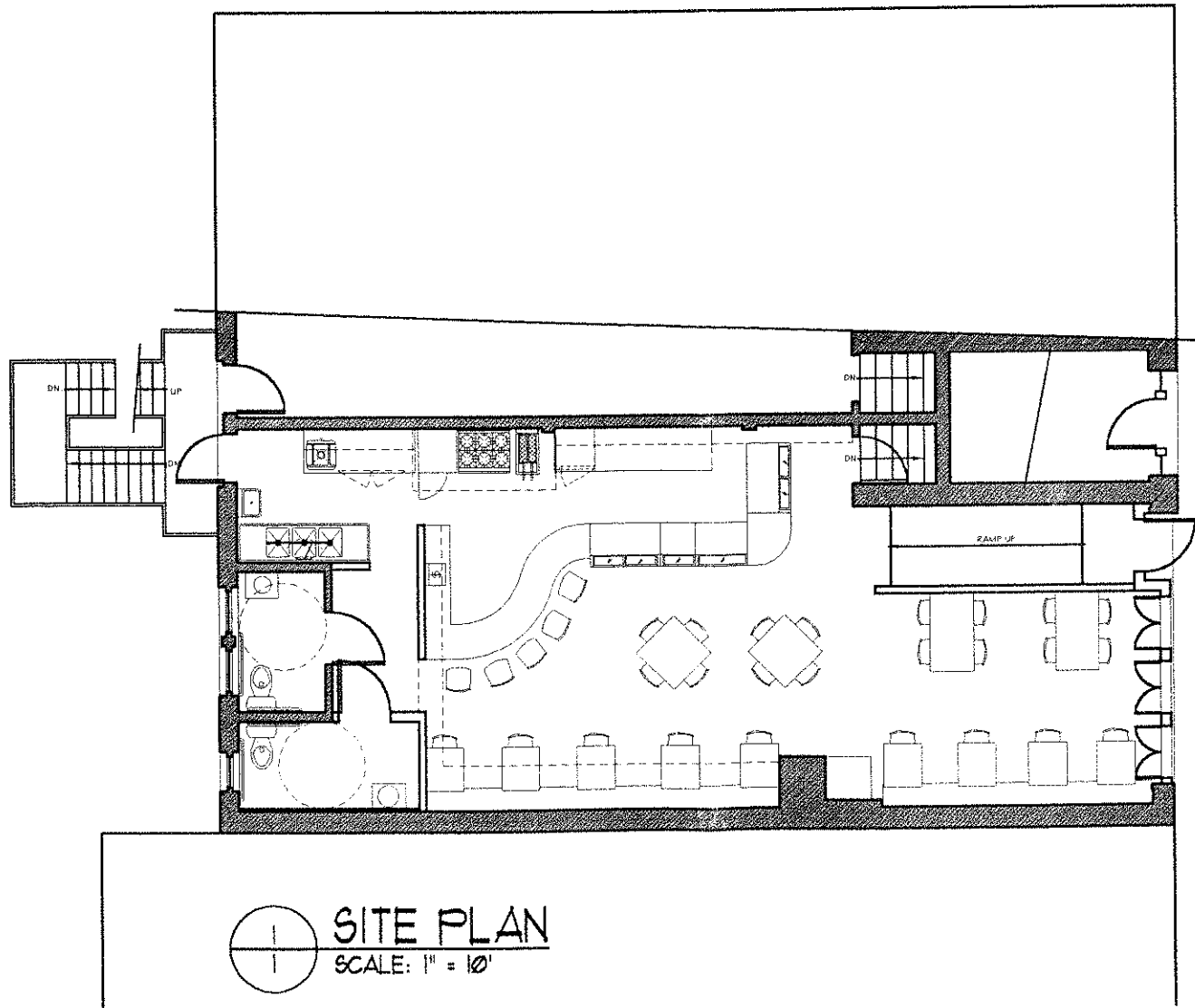
CARMODY MacDONALD P.C.

Kevin J. Williams

KJW/lsg
Enclosures
cc: Matthew McGuire



LOCATOR MAP

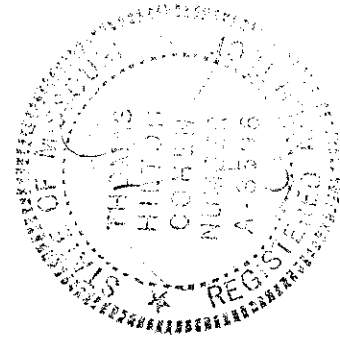


SITE PLAN
SCALE: 1" = 10'

WYDOWN BLVD.

RESTAURANT
7624 Wydown Clayton, Missouri

*Board of aldermen
approved 11-28-00*



4 OCT 00

Johannes Cohen
COLLABORATIVE
Architecture, Planning
Interior Design
Landscape Design

6225 Delmar Blvd., St. Louis, MO 63130
Phone: 314.725.4555 Fax: 314.725.3060
Email: jcohen@primary.net

ISSUE DATE:
4 OCT. 2000



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 AND DEV. SERVICES

DATE: NOVEMBER 28, 2022

SUBJECT: PUBLIC HEARING & AN ORDINANCE – AMENDMENT OF A PLANNED UNIT DEVELOPMENT FOR 201-215 NORTH MERAMEC AVENUE & 8015 PERSHING AVENUE TO INCREASE RESIDENTIAL DENSITY

BACKGROUND

The 63,112 square-foot site is located at the northwest corner of the intersection between North Meramec Avenue and Pershing Avenue and has a zoning designation of Planned Unit Development (PUD). On June 27, 2023, the Board of Aldermen approved the PUD for the subject property to allow for construction of a mixed-use development containing 145 apartments, 1,000 square feet of retail space, and 194 parking spaces.

This is a request to amend the PUD plan to increase the number of apartments and parking spaces. The applicant is proposing to construct 151 apartments and 196 parking spaces. The overall massing and height of the building are not proposed to change.

CRITERIA FOR REVIEW

Section 405.1490 outlines the process for adjustments to an approved Planned Unit Development. The proposed major amendment includes increasing density and number of parking spaces and therefore requires a public hearing and review by the Board of Aldermen.

The proposed amendment includes additional excavation to extend the below grade parking for the additional spaces and reconfiguration of the floorplans to create the additional dwelling units. The proposal does not include additional building height or above grade extensions. From the exterior appearance, the scale and size of the development will not change. The applicant is proposing to maintain a parking ratio of 1.3 spaces per dwelling unit. This ratio matches what was recommended by the original traffic study completed for the proposed development.

Staff is of the opinion that the proposed amendment will not substantially alter the approved development and is compatible with the surrounding context.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen approve the amendment as submitted.

BILL NO. 6999

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDED PLANNED UNIT DEVELOPMENT PLAN GOVERNING CERTAIN PROPERTY LOCATED AT 201, 211, 215 NORTH MERAMEC AVENUE AND 8015 PERSHING AVENUE KNOWN AS THE MERAMEC-PERSHING PLANNED UNIT DEVELOPMENT; REPEALING CONFLICTING ORDINANCES; AND OTHER ACTIONS RELATED THERETO

WHEREAS, on June 27, 2023, the Board of Aldermen approved Ordinance No. 6842 and established a Planned Unit Development for the property addressed 201, 211, 215 North Meramec Avenue and 8015 Pershing Avenue and approved a PUD Development Plan; and

WHEREAS, on February 3, 2023, a request for the rezoning of property known as 8015 Pershing Avenue from R-4 Low Density Multiple Family Dwelling District to C-2 General Commercial District was submitted along with a request for rezoning assembled property known as 201, 211, and 215 North Meramec Avenue and 8015 Pershing Avenue (collectively, the “Site”) from C-2 General Commercial District to a Planned Unit Development District was received from Neil Chase of Trivers on behalf of Keely Properties, (the “Developer”); and

WHEREAS, The Developer submitted an application for approval of a mixed-use planned unit development plan on February 3, 2023, which was revised on May 15, 2023, and again on November 8, 2023, (the “Development Plan”) for use of the Site for development of a mixed-use structure. The structure will contain a mix of uses consisting of retail, multi-family residential and parking. The mixed-use structure contains approximately two-hundred fifty-two thousand square-feet (252,000) of floor area, including 151 apartments, 1,000 square-feet of retail, and 196 parking spaces. Parking is provided in an attached parking garage. A separate delivery and loading area are also provided on Site; and

WHEREAS, after notice required by law and ordinance, a Public Hearing was held before the Board of Aldermen of the City of Clayton on November 28, 2023, to consider the request; and

WHEREAS, upon due consideration, this Board of Aldermen finds and determines that good planning practice, those elements of the City’s comprehensive plan applicable to the area in question, and the public health, safety, morals, and general welfare would be best served if the subject Site is rezoned as hereinafter provided and if the development plan referenced below is adopted as hereinafter provided.

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

Section 1. The zoning classification of the property located at 8015 Pershing Avenue, more fully described in Exhibit A, attached hereto and incorporated herein by reference, is hereby changed from R-4 Low Density Multiple Family Dwelling District to C-2 General Commercial District. Then the zoning classification of the property located at 201, 211, and 215 North Meramec Avenue and 8015 Pershing Avenue, more fully described in Exhibit A, attached hereto and incorporated herein by reference, is hereby changed from C-2 General Commercial District to a Planned Unit Development District.

Section 2. The zoning map described in Chapter 405, Section 405.060, “Zoning Map”, of the Code of Ordinances of the City of Clayton is hereby revised to be consistent with the rezoning

approved in Section 1 of this Ordinance.

Section 3. Findings and Development Plan Approval

The Development Plan dated May 15, 2023, and amended plan dated November 9, 2023, Exhibit B attached hereto and incorporated herein by reference and made part of this Ordinance, as submitted by the Developer, and the Planned Unit Development Document, Exhibit C attached hereto and incorporated herein by reference, are hereby approved, this Board having found and determined that the Development, as set forth in the aforesaid Development Plan and Document, furthers the following objectives as specified in Section 405.1400:

- The proposed development is in harmony with general purposes and intent of Chapter 405 of the Municipal Code and is compatible with and implements the planning goals and objectives of the City;
- Streets or other means of access to the proposed development meet City of Clayton standards and are suitable and adequate to carry anticipated traffic and will not overload the adjacent streets;
- The internal circulation system of the proposed development encourages safe movement for vehicles and pedestrians;
- Existing or proposed utility services are adequate for the proposed development;
- Appropriate buffering is provided to protect adjacent land uses from light, noise and visual impacts;
- Architecture and building materials are consistent with the design of the development and compatible with the adjacent neighborhood;
- Landscaping is appropriate with the scale of the development and consistent with any applicable City codes, ordinances, and standards.
- The proposed materials, design and uses are compatible with the neighborhood surrounding the proposed development or the City as a whole.
- The proposed development complies with all other applicable codes and ordinances.

In addition, the Board of Aldermen hereby finds and determines that the Developer has satisfied the requirements of Section 405.1380 to provide sufficient public benefits to (a) warrant approval of a planned development and (b) allow alternative standards in lieu of the four following zoning requirements which would otherwise be applicable to the subject property, to wit: the maximum floor-area-ratio, front yard setback, parking location, and minimum residential unit size of the HDC District. The Board's finding as to satisfaction of the requirements of Section 405.1380 is based on the Board's determination that the Plan is entitled to the points for public benefits as outlined in Table 1: Public Benefits Points, on the following page.

Table 1: Public Benefits Points

| Code Section | Public Benefit | Pts | Comments |
|---------------------|--|-----|--|
| 405.1380(B)(1) | Architectural Distinction and Significance | 3 | The design of the building exhibits architectural distinction and significance that makes the development unique. The modern design and use of masonry materials will fit in well with the surrounding character. The use of accent materials and variations in the façade depth provide design elements that will make the proposed building unique and help to mitigate the size of the building compared to other structures. |
| 405.1380(B)(3) | Public Infrastructure | 2 | By locating the garage access and loading docket adjacent to one another along Meramec, the number of vehicle interruptions along the pedestrian way is limited. This design also removes the need for vehicle access from Pershing, which will keep the vehicle patterns away from the residential neighborhood to the west. |
| 405.1380(B)(4) | Greater Housing Density Which Results in More Affordable Housing | 4 | Developer commits to assure that a minimum of two (2) housing units are permanently available for residents having a qualifying income not exceeding eighty percent of the St. Louis County area median income as determined by the Department of Housing and Urban Development from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income. |
| 405.1380(B)(5)(a-h) | Sustainable Building Design and Construction | 1 | Efficient HVAC Systems: The mechanical systems will meet or exceed LEED Silver requirements |
| | | 1 | Recycled Building Materials: Flyrash will be used in the concrete. |
| | | 1 | EV Charging Stations: The project will include six charging stations in the publicly accessible level of the garage. |
| 405.1380(B)(6) | Green Infrastructure | 4 | The project will comply with MSD requirements through underground methods, however, the plan includes multiple ground level interventions as well. The rain gardens and swales will help control surface runoff directly adjacent to property lines, further mitigating potential impacts of fast hard rain events. The applicant is also proposing signage along the swales along the western property line to provide education on the stormwater designs and impacts. This element further enhances the community feeling of the southwest corner of the site and provide benefit beyond the installation of the rain gardens and swales. |
| 405.1380(B)(10) | Below Grade Parking | 4 | The parking is located mostly below grade and the parking located at grade is separated from the street by active uses. |
| 405.1380(B)(12) | Public Art | 3 | Provision of public art to include at minimum one focal point installation at the corner of Pershing and Meramec or equivalent as determined by the Board of Aldermen and reviewed by Public Art Advisory Committee. |
| 405.1380(B)(13) | Open Space | 2 | The various rain garden and stormwater elements are granted points under Section 405.1380(B)(6), above. The gathering area and yard located along Pershing provide passive open space that could operate similarly to a neighborhood pocket park. The proposed design has direct access to the sidewalk on Pershing with an intentionally enlarged stairway to create an inviting entrance. This space will not be restricted to residents of the development. |
| 405.1380(B)(16) | Implementation of Downtown Master Plan | 1 | The applicant is proposing intentional programing of the southeast corner of the site, extending into the streetscape. The extended sidewalk at the intersection will provide for an enhanced pedestrian experience with room for addition outdoor seating and public art. |
| | Sustainability and EV | 4 | Provision of three publicly accessible EV charging stations, above the minimum requirement for single points under Section 405.1380(B)(5)(h). In addition, the applicant will provide EV charging stations for residents in the secure parking area. |

Section 4. The approval of the Development Plan by this Board of Aldermen is hereby subject to the development commitments and conditions set forth in Exhibit C, attached hereto and incorporated herein by this reference.

Section 5. Implementation

The City Manager is hereby authorized and directed to take all such actions as may be necessary and proper (or to cause the same to be taken) in order to implement the approval of the Final Development Plan authorized by this Ordinance.

Section 6. Effective Date

This Ordinance shall be in full force and effect from and after the date of its passage and adoption by the Board of Alderman.

Adopted this ____ day of _____ 2023.

Mayor

ATTEST:

City Clerk

Exhibit A Legal Description

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, being part of Lot 4, and all of Lots 1, 2, 3 and 7 of Block 3 of West Bemiston Subdivision, a subdivision filed for record in Plat Book 1, Page 95 of the Land Records of said St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Southwest intersection of Kingsbury Boulevard, 60 feet wide, and Meramec Avenue, 80 feet wide, said intersection being the Northeast corner of Lot 4 of said West Bemiston Subdivision, and also being the Northeast corner of a tract of land conveyed to Clayton Square, LLC, as recorded in Deed Book 17030, Page 0751 of said Land Records; thence along the Western right-of-way line of said Meramec Avenue, South 06 degrees 08 minutes 54 seconds West, a distance of 85.12 feet to the Southeast corner of said Clayton Square, LLC tract, and being the TRUE POINT OF BEGINNING of the tract herein described; thence along said Western right-of-way line of Meramec Avenue, South 06 degrees 08 minutes 54 seconds West, a distance of 287.80 feet to the Northern right-of-way line of Pershing Avenue, 40 feet wide; thence leaving said Western right-of-way line of Meramec Avenue and along said Northern right-of-way line of Pershing Avenue, North 83 degrees 53 minutes 53 seconds West, a distance of 252.52 feet to the Southeast corner of Lot 8 of said West Bemiston Subdivision, said Southeast corner also being the Southeast corner of a tract of land conveyed to Michael Chervitz and Linda Bardol as recorded in Deed Book 22350, Page 2706 of said Land Records; thence leaving said Northern right-of-way line of Pershing Avenue and along the Eastern line of said Chervitz tract, North 06 degrees 08 minutes 54 seconds East, a distance of 186.41 feet to the Northeast corner of said Lot 8 and said Chervitz tract, said Northeast corner also being on the Southern line of North Brentwood Place, a subdivision filed for record in Plat Book 362, Page 31 of said Land Records; thence leaving said Eastern line of said Lot 8 and said Chervitz tract, and along said Southern line of North Brentwood Place subdivision, and along the Southern line of a tract of land conveyed to 8012 Kingsbury LLC, as recorded in Deed Book 19013, Page 217 of said Land Records, South 83 degrees 53 minutes 53 seconds East, a distance of 92.28 feet to the Southeast corner of said 8012 Kingsbury LLC tract, and also being the Southeast corner of Lot 5 of said West Bemiston subdivision; thence leaving said Southern line of said 8012 Kingsbury LLC tract and along the Eastern line of said 8012 Kingsbury tract, North 06 degrees 08 minutes 54 seconds East, a distance of 101.47 feet to the Southwest corner of said Clayton Square LLC tract; thence leaving said Eastern line of 8012 Kingsbury LLC tract and along the Southern line of said Clayton Square LLC tract, South 83 degrees 52 minutes 18 seconds East, a distance of 160.25 feet to the point of beginning.

Trivers

November 8, 2023

Board of Alderman
City of Clayton
10 N. Bemiston Ave
Clayton, MO 63105

RE: PUD - 211 N Meramec Mixed Use
Clayton, MO
PUD23-000001

Dear Members of the Board,

The property Owner at 211 N Meramec would like to amend PUD23-000001 issued June 27, 2023, regarding the proposed new mix-used project at 211-215 N Meramec and 815 Pershing.

Please describe in detail the proposed Amendment.

The proposed Amendment increases the number of Units from 145 to 151. The balance between 2-bedroom and 1-bedroom units has shifted, and the bed count density has increased by 1. The proposed Amendment increases the number of parking spaces from 191 to 196.

Please describe why the Amendment is being sought.

The proposed Amendment aims to optimize building square footage by reallocating units more effectively.

Please describe how the proposed Amendment is in conformance with the approved Development Plan.

The proposed amendment aligns with the approved PUD by adjusting the number of parking spaces proportionately to the increase in density, while preserving the existing land use and external building appearance.

We are including revised floor plans with revision clouds indicating the changed areas.

Thank you for your consideration.

Sincerely,



Neil Chace, AIA
Senior Project Manager | Associate



APPLICATION FOR P.U.D.

PREPARED BY:

Trivers

FOR:

ARCHITECT TRIVERS
100 North Broadway, Suite
1800, St. Louis, MO 63102

LANDSCAPE ARCHITECT ARBOLOPE STUDIO
1219 South Boyle,
St. Louis, MO 63110

CIVIL ENGINEERS GRIMES
12300 Old Tesson Rd, Suite
300D, St. Louis, MO 63128

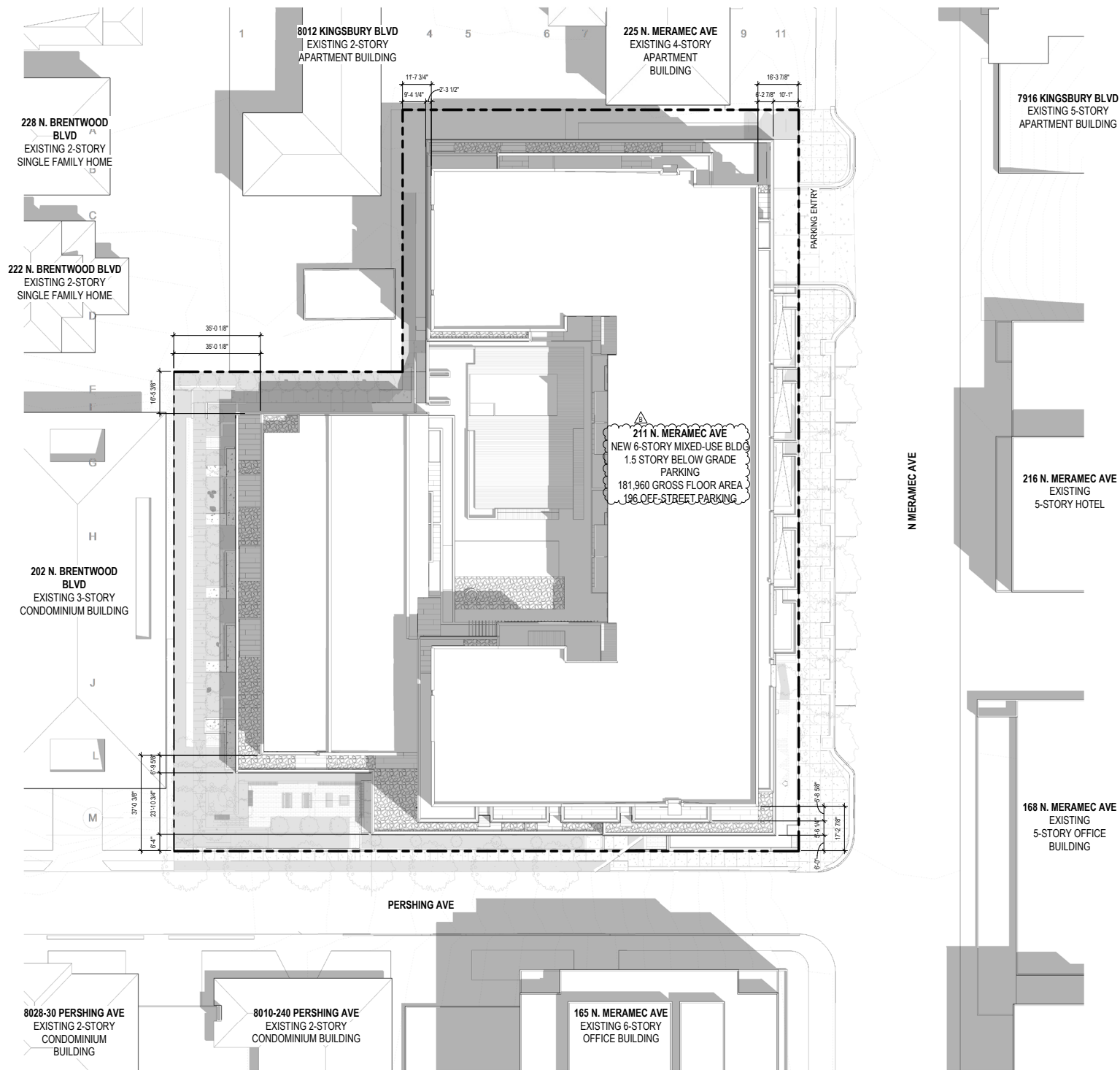
NEIL CHACE
314.399.4096 (o)

L. IRENE COMPADRE
314.769.9492 (o)

LENNY MEERS
314.849.6100 (o)

KEELEY PROPERTIES
PUD AMENDMENT 01 *11.09.2023*
211. N MERAMEC | *02.03.2023*

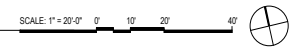
SITE PLAN : ARCHITECTURE



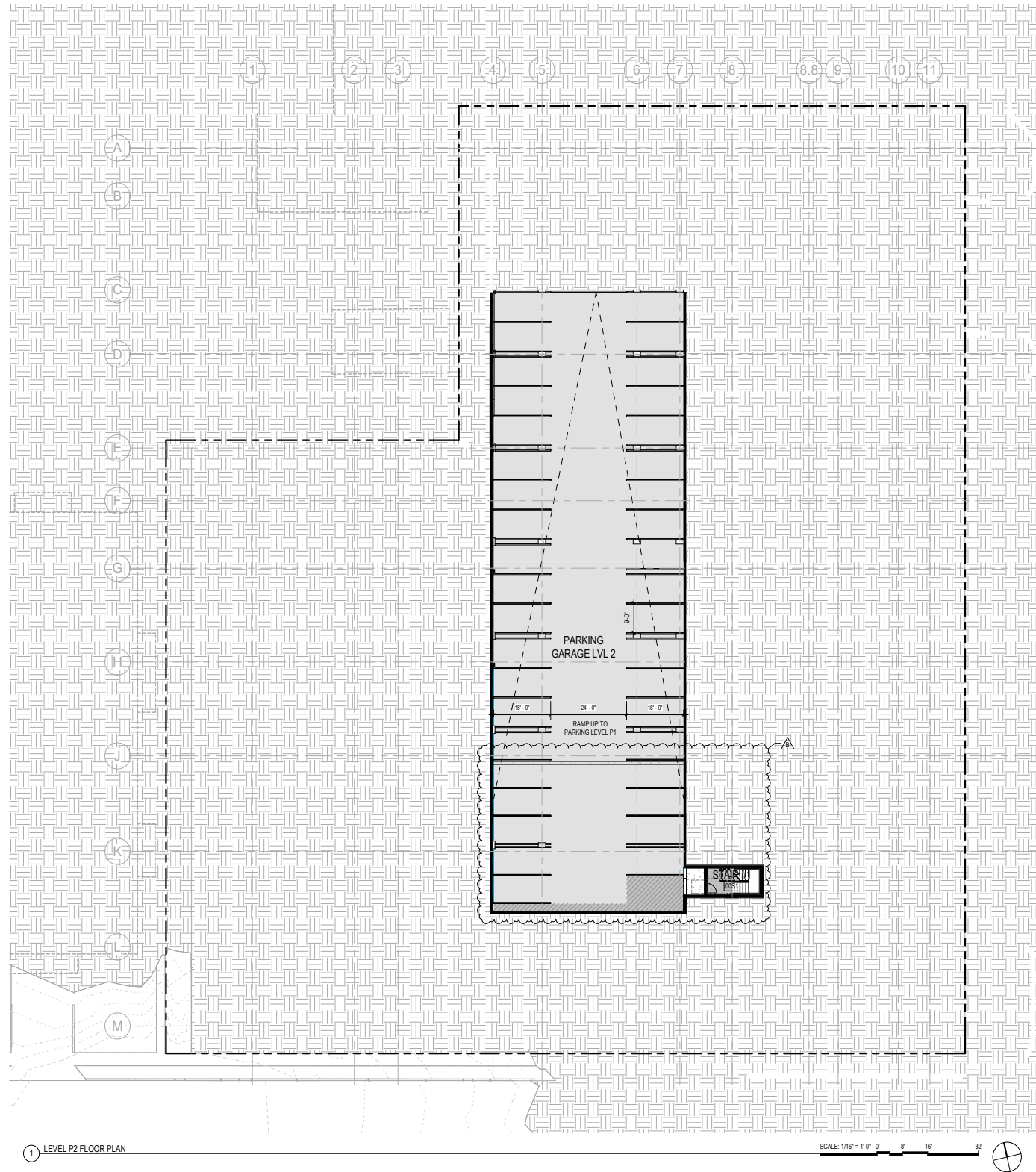
211 N MERAMEC AVE - PROJECT MATRIX 11/9/2023

| Floor | Unit SF | Gross SF w/o Garage Area | Construction Gross Area | Efficiency (Unit SF/GSF) | Exterior (Deck, Patio, Terrace) | Parking (Open Deck) | Parking (Public) | Parking (Private) | Café | | Amenity (Enclosed) | 11/9/2023 | | | | | | |
|--------------|----------------|--------------------------|-------------------------|--------------------------|---------------------------------|---------------------|------------------|-------------------|--------------|--------------|--------------------|--------------------------|--------------------|---------------------|----------------------|-----------|-------------|----------|
| | | | | | | | | | Interior | Exterior | | 1 BED SMALL (620-700 SF) | 1 BED (720-900 SF) | 2 BED (990-1680 SF) | 3 BED (1600-1680 SF) | | | |
| Lower Lvl 2 | - | - | 3,125 | - | - | - | - | 39 | - | - | - | 0 | 0 | 0 | 0 | | | |
| Lower Lvl 1 | 7,831 | 12,698 | 49,055 | 0.62 | - | - | - | 110 | - | - | 1,853 | 4 | 2 | 1 | 3 | | | |
| 1 | 11,813 | 18,685 | 48,503 | 0.63 | - | - | 10 | 37 | 1,190 | 694 | 3,700 | 4 | 2 | 0 | 5 | | | |
| 2 | 25,505 | 36,418 | 36,418 | 0.70 | 8,380 | - | - | - | - | - | 2,425 | 4 | 17 | 5 | 0 | | | |
| 3 | 26,975 | 34,905 | 34,905 | 0.77 | - | - | - | - | - | - | - | 4 | 20 | 8 | 0 | | | |
| 4 | 21,270 | 27,479 | 27,177 | 0.77 | - | - | - | - | - | - | - | 2 | 17 | 6 | 0 | | | |
| 5 | 20,823 | 26,770 | 26,719 | 0.78 | - | - | - | - | - | - | - | 3 | 17 | 5 | 0 | | | |
| 6 | 19,541 | 25,005 | 24,927 | 0.78 | - | - | - | - | - | - | - | 0 | 16 | 6 | 0 | | | |
| Total | 133,758 | 181,960 | 250,829 | 0.74 | 8,380 | | 10 | 186 | 1,884 | 7,978 | 13.9% | 21 | 60.3% | 91 | 20.5% | 31 | 5.3% | 8 |
| | | | | | | | | | | | Average GSF | | 898 | | | | | |
| | | | | | | | | | | | | | 151 | | | | | |

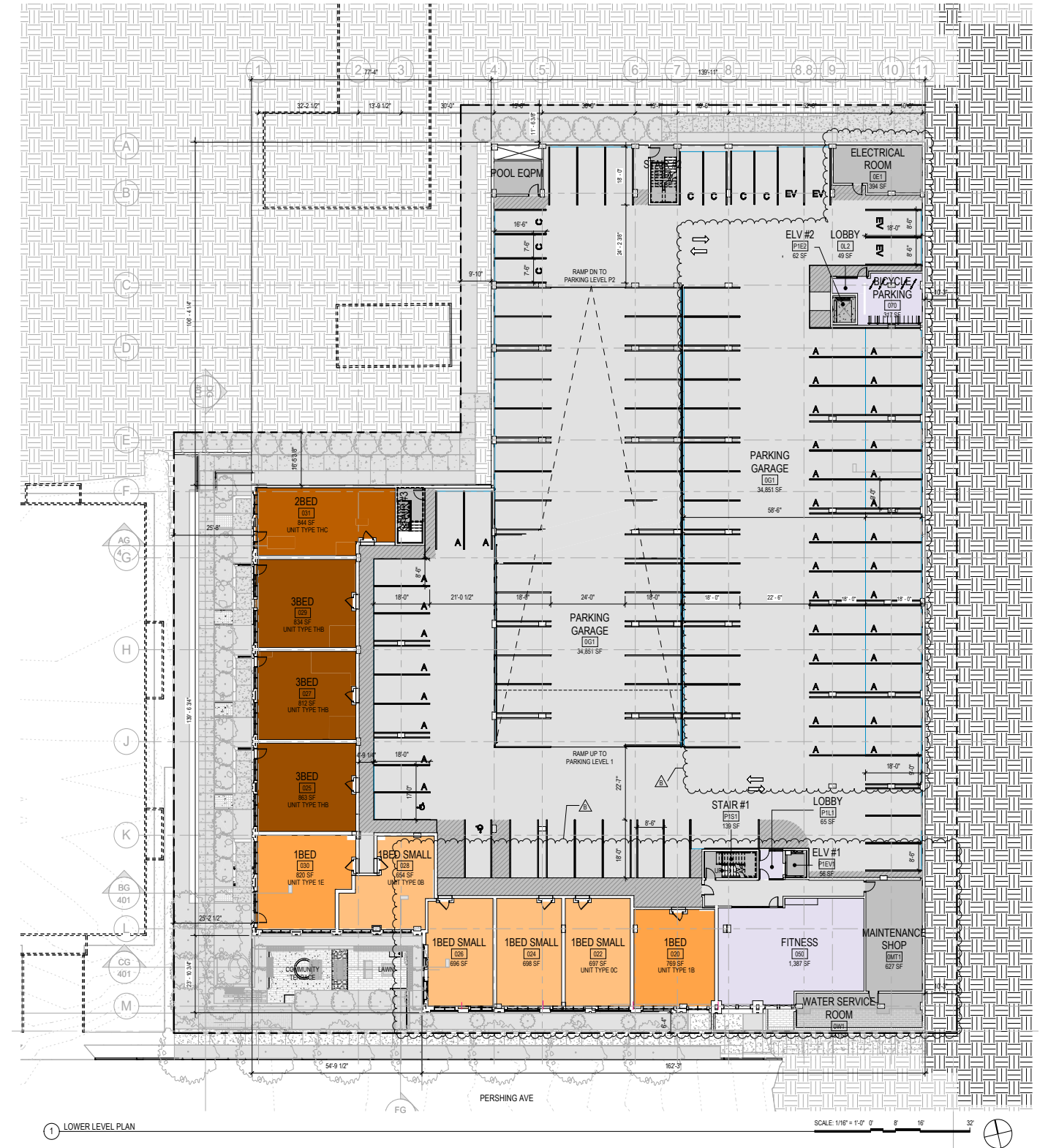
A1 ARCHITECTURAL SITE PLAN
1" = 20'-0"



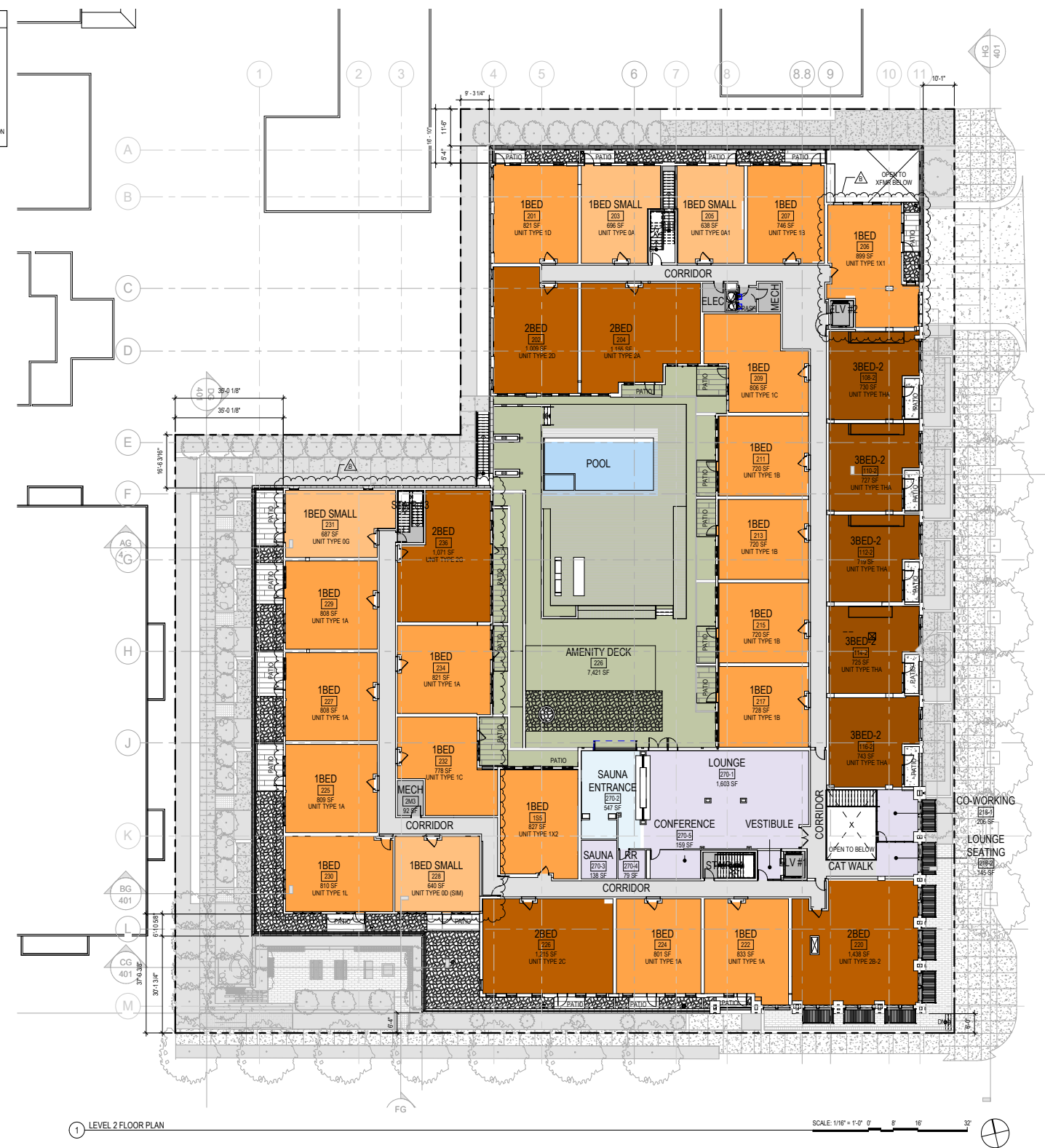
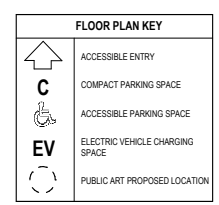
LOWER LEVEL PLANS



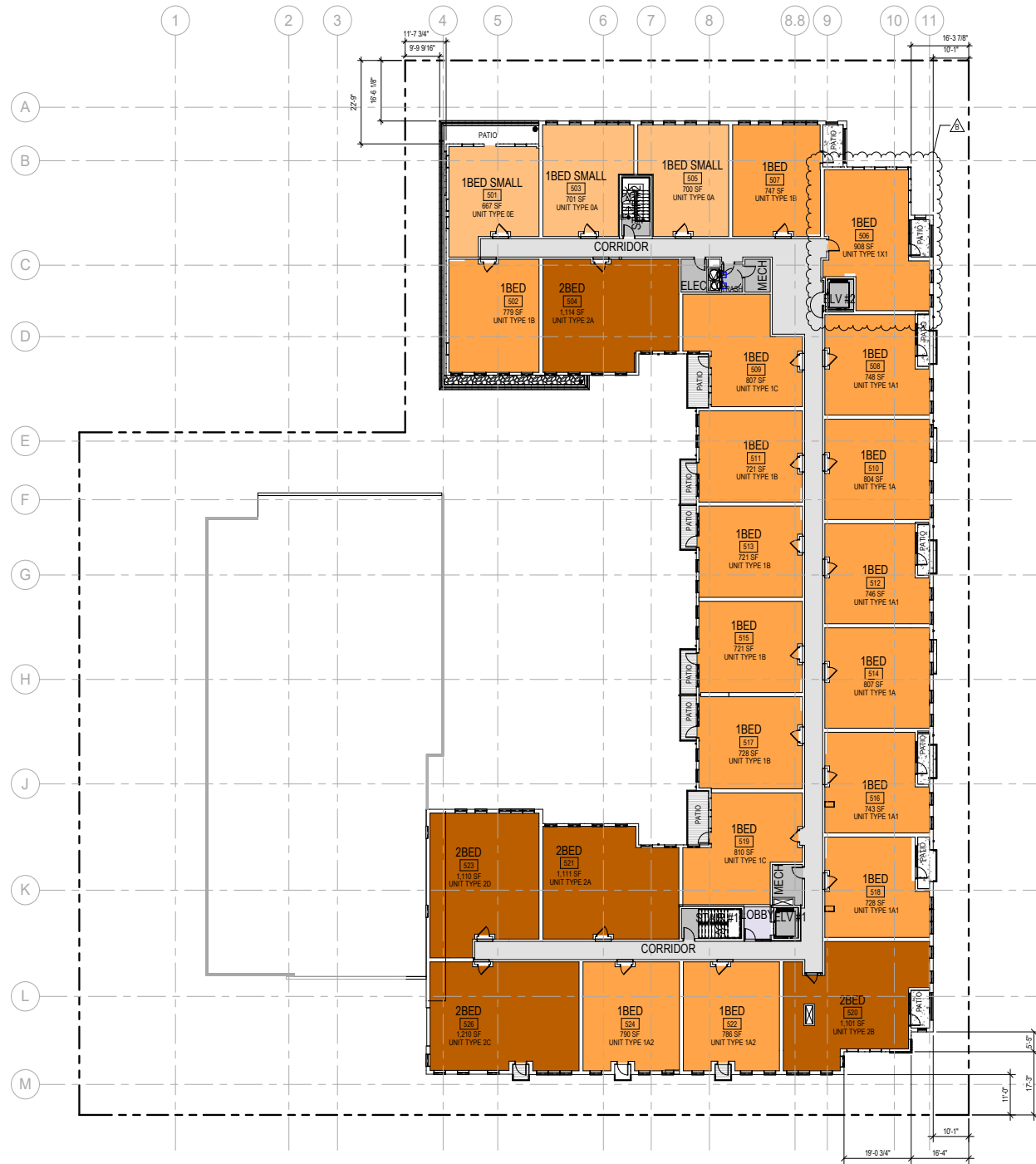
| FLOOR PLAN KEY | |
|----------------|---------------------------------|
| | ACCESSIBLE ENTRY |
| | COMPACT PARKING SPACE |
| | ACCESSIBLE PARKING SPACE |
| | ELECTRIC VEHICLE CHARGING SPACE |
| | PUBLIC ART PROPOSED LOCATION |



FLOOR PLANS

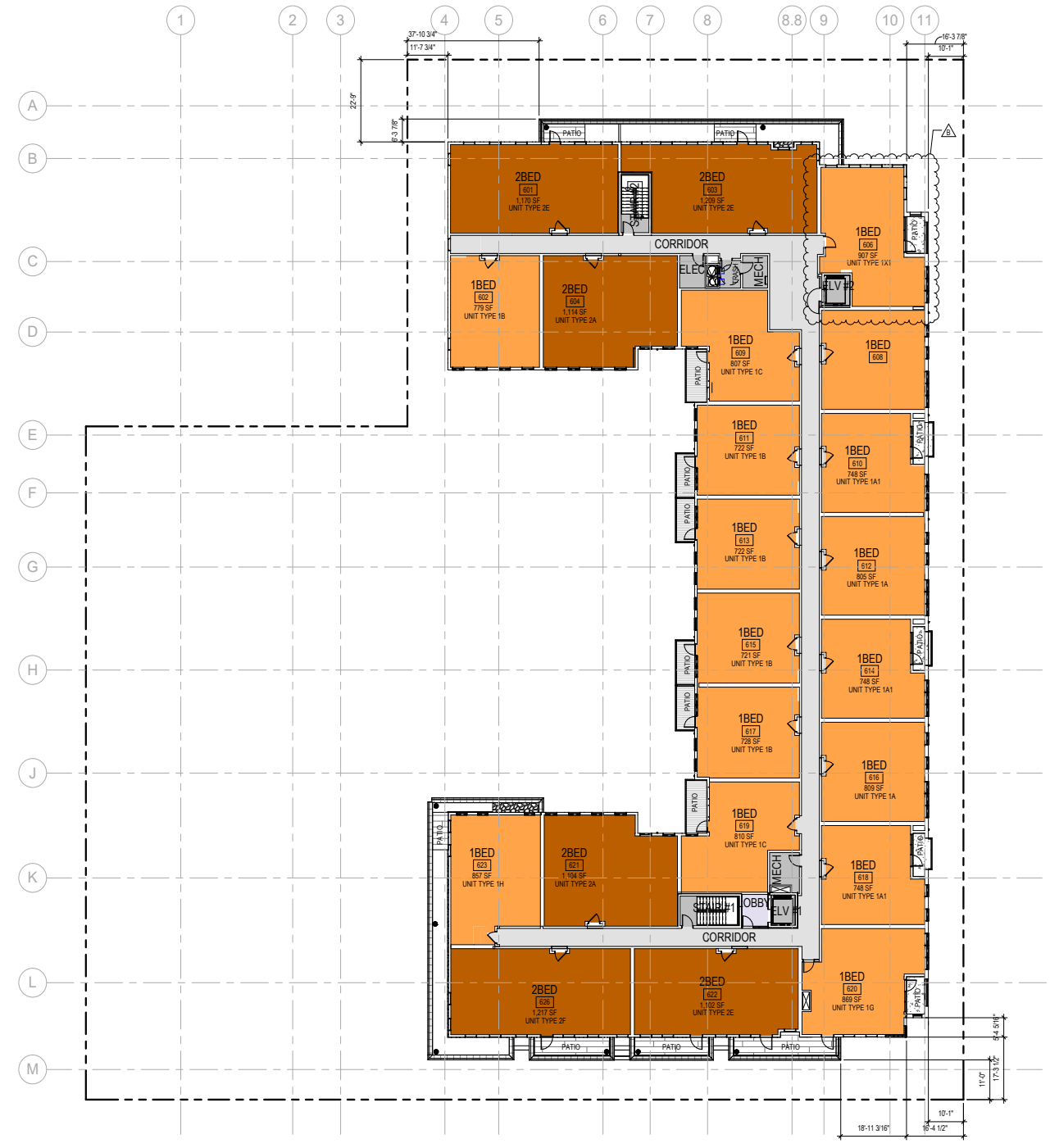


FLOOR PLANS



1 LEVEL 5 FLOOR PLAN

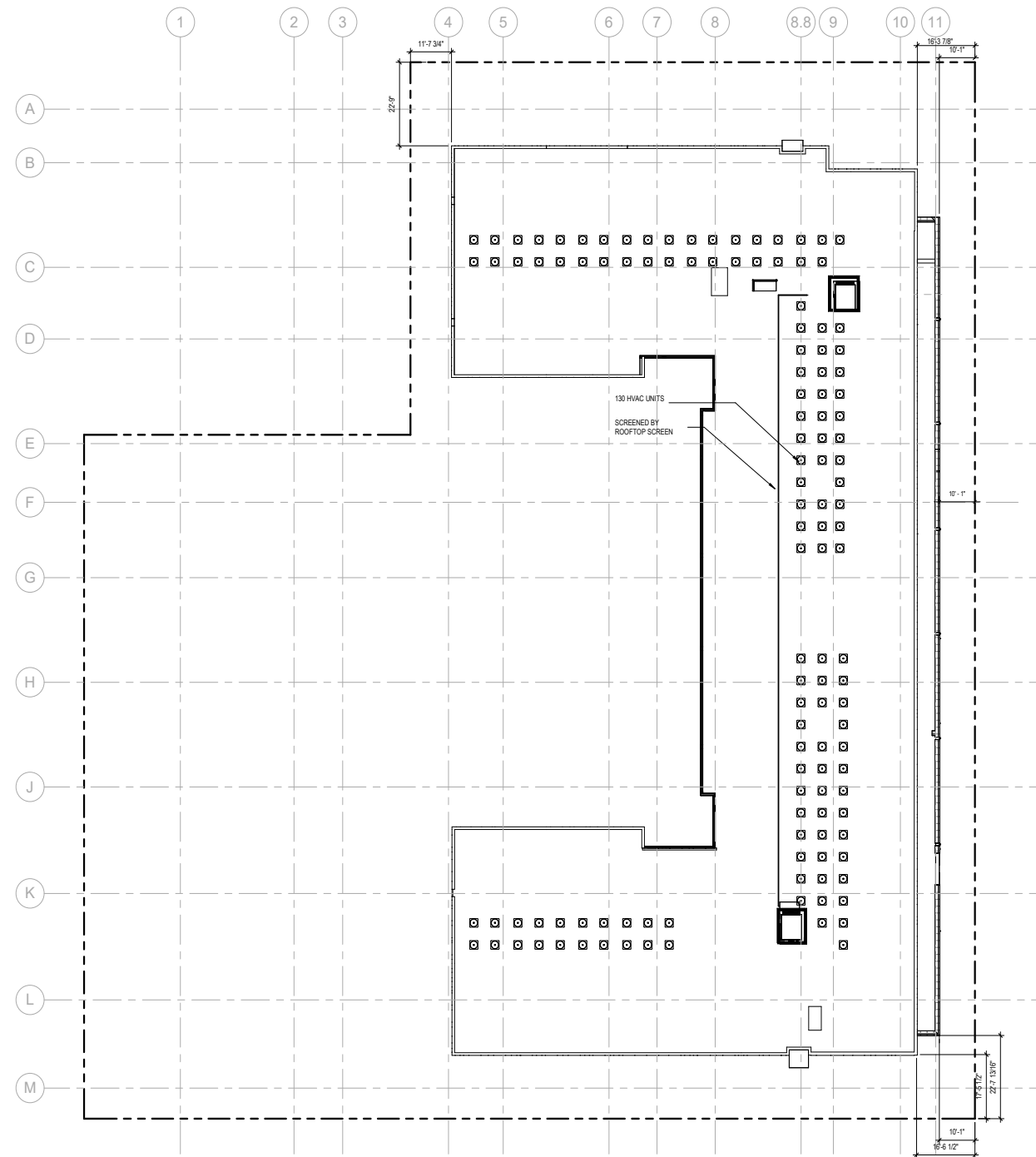
SCALE: 1/16" = 1'-0" 0 5 10 37



1 LEVEL 6 FLOOR PLAN

SCALE: 1/16" = 1'-0" 0 5 10 37

FLOOR PLANS



1 LEVEL 7 FLOOR PLAN

SCALE: 1/8" = 1'-0"



**MERAMEC-PERSHING
A
PLANNED UNIT DEVELOPMENT (PUD)**

**REGULATIONS AND SUPPORTING MASTER PLAN GOVERNING MERAMEC-PERSHING,
A PLANNED UNIT DEVELOPMENT PURSUANT TO THE PROVISIONS OF THE CITY OF
CLAYTON LAND USE REGULATIONS.**

DATE REVIEWED BY PLAN COMMISSION June 5, 2023

DATE APPROVED BY BOARD OF ALDERMEN June 27, 2023

ORIGINAL ORDINANCE NUMBER

DATE AMENDED BY BOARD OF ALDERMEN

AMENDED ORDINANCE NUMBER

LIST OF SECTIONS

| | |
|-----------|--|
| SECTION A | PERMITTED AND ACCESSORY USES |
| SECTION B | DEVELOPMENT STANDARDS |
| SECTION C | LEGAL DESCRIPTION (AT TIME OF APPLICATION FOR PUD) |
| SECTION D | PUBLIC BENEFITS |
| SECTION E | DEVELOPMENT COMMITMENTS |
| SECTION F | PUD MASTER DEVELOPMENT PLAN |
| SECTION G | BOUNDARY SURVEY |

SECTION A PERMITTED AND ACCESSORY USES

Consistency Statement:

The property is located in the Meramec Gateway District as identified in the Downtown Clayton Master Plan. The vision of the Meramec Gateway District is to “create a lower density mixed use district that provides a gateway to Downtown Clayton while respecting the adjacent residential neighborhood.” The proposed uses include retail and medium density residential. The design will contribute to a walkable environment, consistent with the Downtown Master Plan.

Development of Meramec-Pershing Planned Unit Development (PUD) shall be in accordance with the contents of this ordinance and applicable sections of the Land Use Code and City Master Plan in effect at the time of issuance of any development order, such as but not limited to, Subdivision Plat, Site Plan, Demolition Permit, Building Permit, to which such regulations relate. Where these regulations fail to provide developmental standards, then the provisions of the most similar district shall apply.

Permitted Uses Identified in the PUD Plans as Commercial/Retail:

- A. Principal Uses and structures:
 - 1. Pursuant to Section 405.3290 of the City of Clayton Zoning Code, all uses identified as Permitted Uses by right or by Conditional Use Permit for the “C-2” District in effect at the time of building permit application, listed on page 4.
- B. Permitted Accessory Buildings or Uses:
 - 1. Any subordinate building or use customarily incidental to and located on the same lot occupied by the main building or use, subordinate in area, extent and purposes to the main building, limited to and contributing to the comfort, convenience or necessity of the occupants of the main building.

Permitted Uses Identified in the PUD Plans as Residential:

- A. Principal Uses and structures:
 - 1. 151 Dwelling Units
- B. Permitted Accessory Buildings or Uses:
 - 1. Any subordinate building or use customarily incidental to and located on the same lot occupied by the main building or use, subordinate in area, extent and purposes to the main building, limited to and contributing to the comfort, convenience or necessity of the occupants of the main building.

| PERMITTED USES FOR THE "C-2" ZONING DISTRICT | "C-2" |
|---|--------------|
| Accessory uses and buildings incidental to permitted uses. | P |
| Amateur radio, home antennas and associated equipment (subject to Article XXVI). | P |
| Art gallery or studio. | P |
| Bakeries limited to the processing of bakery goods for sale only on the premises and consumption off the premises. | P |
| Banks, savings and loans, credit unions and other financial institutions. | P |
| Commercial antennas (subject to Article XXVI). | P |
| Kiosk (subject to the provisions of Article II, Section 405.310). | P |
| Medical or dental clinic. | P |
| Messenger and telephone exchange building. | P |
| Offices--Business or professional. | P |
| Package liquor store. | C |
| Parking lots and multi-level parking structures. | P |
| Personal care services. | P |
| Pharmacies. | P |
| Place of religious worship. | P |
| Recreation building or structure or grounds. | P |
| Retail establishments. | P |
| Academy (including dancing, painting, theater, karate and similar disciplines). | C |
| Automobile agencies. | C |
| Banquet facilities. | C |
| Car wash establishments. | C |
| Catering establishment. | C |
| Church spires, belfries, monuments, ornamental towers and spires and chimneys exceeding the maximum height in the zoning district may be erected to such height authorized by the Board of Aldermen of the City by conditional use permit or | C |
| Day care, nursery, pre-kindergarten, play and special schools and kindergarten. | C |
| Drive-through establishments for financial institutions. | C |
| Drive-through establishments for pharmacies, subject to the Rules, Standards, Guidelines and Mandatory Design Criteria | C |
| Facilities (subject to Article XXVII) | P |
| Funeral homes, mortuaries and undertaking establishments. | C |
| Gasoline and oil service stations. | C |
| Grocery stores. | C |
| Health clubs. | C |
| Hotel. | C |
| Institution--Public buildings, hospitals, institutions or schools, when permitted in a district, may be erected to a height not exceeding 110 feet if the building is set back from each yard line at least 1 foot for each foot of additional building height above the height limit otherwise permitted in the district in which the building is built. | C |
| Lodge hall or club. | C |
| Microbreweries. | C |
| Medical marijuana dispensary facility (subject to the performance standards set forth in Section 405.350). | C |
| Medical marijuana testing facility (subject to the performance standards set forth in Section 405.350). | C |
| Mixed use buildings including the use of a portion of the building for residential occupancy providing that each residential unit contain a floor area no less than 750 square feet. | C |
| Nursing and convalescent home. | C |
| Public buildings erected or used by any department of the City, County, State or Federal Government. Public buildings, hospitals, institutions or schools, when permitted in a district, may be erected to a height not exceeding 110 feet if the building is set back from each yard line at least 1 foot for each foot of additional building height above the height limit | C |
| Public interest signs. | C |
| Restaurants, including carry-out, self-seating, full-service, and wine bars (subject to the cumulative numeric limitation on wine bars found in Section 600.035 of this Code of Ordinances), and prepared food dispensing uses. | C |
| Schools for business, professional and technical training, but not including outdoor areas for driving or heavy equipment | C |
| Solar energy systems, building-mounted (subject to the provisions of Article XXVIII) | P |
| Solar energy systems, ground-mounted (subject to the provisions of Article XXVIII) | C |
| Theaters, both live performance and movies. | C |
| Utility, utility station or substation. | C |
| Veterinary Hospital/Clinic | C |
| Wind energy systems, building-mounted (subject to the provisions of Article XXVIII) | C |
| P = Permitted by right; C = Permitted with conditional use permit; Note: Uses not appearing in this table are prohibited. | |

SECTION B DEVELOPMENT STANDARDS

All facilities shall be constructed in accordance with the approved Site Plan, Architectural Plans, Subdivision Plat and all applicable State and local laws, codes and regulations applicable to this PUD. Except where specifically noted or stated otherwise, the standards and specifications of the City of Clayton Zoning Regulations and Subdivisions Regulations shall apply to this project. The developer and developer's successors and assigns to title of the subject property shall be responsible for the commitments outlined in this document.

| Development Standard | Requirement |
|--------------------------------------|---|
| Height (maximum) | 71 feet from average grade to top of flat roof |
| Setback (rear) | 11.5 feet |
| Setback (front) North Meramec Avenue | 9.35 feet |
| Setback (front) Pershing Avenue | 6.25 feet, landscape and awning encroachment into right-of-way may be established under use and maintenance agreement with City |
| Setback (side) | 24.86 feet |
| Parking Minimum (automobile) | 196 spaces on-site, 8 employee spaces off-site |
| Loading (minimum) | 1 space |
| Parking (bicycle) | 7 racks for residential, 3 racks for public |
| Commercial Space | 1,000 square feet of retail/personal care service/financial institution |
| Residential Units | 145 dwelling units |

SECTION C LEGAL DESCRIPTION (AT TIME OF APPLICATION FOR PUD)

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, being part of Lot 4, and all of Lots 1, 2, 3 and 7 of Block 3 of West Bemiston Subdivision, a subdivision filed for record in Plat Book 1, Page 95 of the Land Records of said St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the Southwest intersection of Kingsbury Boulevard, 60 feet wide, and Meramec Avenue, 80 feet wide, said intersection being the Northeast corner of Lot 4 of said West Bemiston Subdivision, and also being the Northeast corner of a tract of land conveyed to Clayton Square, LLC, as recorded in Deed Book 17030, Page 0751 of said Land Records; thence along the Western right-of-way line of said Meramec Avenue, South 06 degrees 08 minutes 54 seconds West, a distance of 85.12 feet to the Southeast corner of said Clayton Square, LLC tract, and being the TRUE POINT OF BEGINNING of the tract herein described; thence along said Western right-of-way line of Meramec Avenue, South 06 degrees 08 minutes 54 seconds West, a distance of 287.80 feet to the Northern right-of-way line of Pershing Avenue, 40 feet wide; thence leaving said Western right-of-way line of Meramec Avenue and along said Northern right-of-way line of Pershing Avenue, North 83 degrees 53 minutes 53 seconds West, a distance of 252.52 feet to the Southeast corner of Lot 8 of said West Bemiston Subdivision, said Southeast corner also being the Southeast corner of a tract of land conveyed to Michael Chervitz and Linda Bardol as recorded in Deed Book 22350, Page 2706 of said Land Records; thence leaving said Northern right-of-way line of Pershing Avenue and along the Eastern line of said Chervitz tract, North 06 degrees 08 minutes 54 seconds East, a distance of 186.41 feet to the Northeast corner of said Lot 8 and said Chervitz tract, said Northeast corner also being on the Southern line of North Brentwood Place, a subdivision filed for record in Plat Book 362, Page 31 of said Land Records; thence leaving said Eastern line of said Lot 8 and said Chervitz tract, and along said Southern line of North Brentwood Place subdivision, and along the Southern line of a tract of land conveyed to 8012 Kingsbury LLC, as recorded in Deed Book 19013, Page 217 of said Land Records, South 83 degrees 53 minutes 53 seconds East, a distance of 92.28 feet to the Southeast corner of said 8012 Kingsbury LLC tract, and also being the Southeast corner of Lot 5 of said West Bemiston subdivision; thence leaving said Southern line of said 8012 Kingsbury LLC tract and along the Eastern line of said 8012 Kingsbury tract, North 06 degrees 08 minutes 54 seconds East, a distance of 101.47 feet to the Southwest corner of said Clayton Square LLC tract; thence leaving said Eastern line of 8012 Kingsbury LLC tract and along the Southern line of said Clayton Square LLC tract, South 83 degrees 52 minutes 18 seconds East, a distance of 160.25 feet to the point of beginning.

SECTION D PUBLIC BENEFITS

A PUD must provide public benefits to the surrounding neighborhoods and to the City above and beyond what can be reasonably achieved by application of the zoning provisions applicable to the underlying zoning district. The Developer and any successor property owners have committed to providing the following public benefits:

| Code Section | Public Benefit | Pts | Comments |
|---------------------|--|-----|--|
| 405.1380(B)(1) | Architectural Distinction and Significance | 3 | The design of the building exhibits architectural distinction and significance that makes the development unique. The modern design and use of masonry materials will fit in well with the surrounding character. The use of accent materials and variations in the façade depth provide design elements that will make the proposed building unique and help to mitigate the size of the building compared to other structures. |
| 405.1380(B)(3) | Public Infrastructure | 2 | By locating the garage access and loading docket adjacent to one another along Meramec, the number of vehicle interruptions along the pedestrian way is limited. This design also removes the need for vehicle access from Pershing, which will keep the vehicle patterns away from the residential neighborhood to the west. |
| 405.1380(B)(4) | Greater Housing Density Which Results in More Affordable Housing | 4 | Developer commits to assure that a minimum of two (2) housing units are permanently available for residents having a qualifying income not exceeding eighty percent of the St. Louis County area median income as determined by the Department of Housing and Urban Development from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income. |
| 405.1380(B)(5)(a-h) | Sustainable Building Design and Construction | 1 | Efficient HVAC Systems: The mechanical systems will meet or exceed LEED Silver requirements |
| | | 1 | Recycled Building Materials: Flyrash will be used in the concrete. |
| | | 1 | EV Charging Stations: The project will include six charging stations in the publicly accessible level of the garage. |
| 405.1380(B)(6) | Green Infrastructure | 4 | The project will comply with MSD requirements through underground methods, however, the plan includes multiple ground level interventions as well. The rain gardens and swales will help control surface runoff directly adjacent to property lines, further mitigating potential impacts of fast hard rain events. The applicant is also proposing signage along the swales along the western property line to provide education on the stormwater designs and impacts. This element further enhances the community feeling of the southwest corner of the site and provide benefit beyond the installation of the rain gardens and swales. |
| 405.1380(B)(10) | Below Grade Parking | 4 | The parking is located mostly below grade and the parking located at grade is separated from the street by active uses. |
| 405.1380(B)(12) | Public Art | 3 | Provision of public art to include at minimum one focal point installation at the corner of Pershing and Meramec or equivalent as determined by the Board of Aldermen and reviewed by Public Art Advisory Committee. |
| 405.1380(B)(13) | Open Space | 2 | The various rain garden and stormwater elements are granted points under Section 405.1380(B)(6), above. The gathering area and yard located along Pershing provide passive open space that could operate |

| | | | |
|-----------------|--|---|---|
| | | | similarly to a neighborhood pocket park. The proposed design has direct access to the sidewalk on Pershing with an intentionally enlarged stairway to create an inviting entrance. This space will not be restricted to residents of the development. |
| 405.1380(B)(16) | Implementation of Downtown Master Plan | 1 | The applicant is proposing intentional programming of the southeast corner of the site, extending into the streetscape. The extended sidewalk at the intersection will provide for an enhanced pedestrian experience with room for addition outdoor seating and public art. |
| | Sustainability and EV | 4 | Provision of three publicly accessible EV charging stations, above the minimum requirement for single points under Section 405.1380(B)(5)(h). In addition, the applicant will provide EV charging stations for residents in the secure parking area. |

SECTION E DEVELOPMENT COMMITMENTS

The development of this PUD shall be subject to and governed by the following conditions:

1. TRANSPORTATION/PUBLIC WORKS

- A. The developer shall secure and maintain access to eight off-site parking spaces for employees of the development within 1,000 feet of the site.
- B. A minimum of three publicly accessible bicycle racks shall be located on or directly adjacent to the development.
- C. A final streetscape plan shall be reviewed and approved by the Public Works Department prior to commencing installation activities.

2. ENVIRONMENTAL/LANDSCAPE/PUBLIC WORKS

- A. The public terrace with seating and plantings shall be maintained for the life of the development.
- B. Educational signage shall be installed adjacent to the rain garden and swale at the public sidewalk providing information on rain gardens and stormwater management for the public.

3. PLANNING/ZONING

- A. All signage shall comply with Chapter 425. Signage, unless a separate sign district specifically for this project is developed and approved by the Architectural Review Board.
- B. Lighting facilities shall comply with applicable City codes and shall be arranged in a manner which will protect roadways and neighboring properties from direct glare or other interference.
- C. Public art on the property shall include at a minimum a monumental piece. A specific plan and rendering of the public art shall be submitted to the Public Art Advisory Committee and the Board of Aldermen for approval. In the event such artwork does not merit three points and the applicant does not make timely changes, the PUD development plan shall be reconsidered by the Board of Aldermen.

- D. A minimum of two housing units shall be permanently available for residents having a maximum income not exceeding eighty percent of the local (St. Louis County) area median income (80% AMI) as determined by the Department of Housing and Urban Development, updated from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income.

4. MISCELLANEOUS

- A. Issuance of a development permit by the City does not in any way create any rights on the part of the applicant to obtain a permit from a local, state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicants fails to obtain requisite approval or fulfill the obligations imposed by a local, state or federal agency or undertakes actions that result in a violation of local, state or federal law.
- C. All other applicable local, state or federal permits must be obtained before commencement of the development.
- D. The project shall be constructed substantially in accordance with the approved Site Plan and Architectural Plans approved by the Plan Commission and Architectural Review Board, plan set dated May 15, 2023, and amendment plan set dated November 8, 2023.
- E. The approved development plan and Planned Unit Development Ordinance shall be recorded with St. Louis County and proof of recording submitted to the City prior to the issuance of a Building Permit.



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: NOVEMBER 28, 2023
SUBJECT: ORDINANCE - A CONTRACT WITH BYRNE & JONES
CONSTRUCTION, INC. DBA BYRNE & JONES CONSTRUCTION FOR
THE CBD PHASE 1 RESURFACING PROJECT

The Public Works Department is requesting approval of a construction contract for the federally funded Central Business District (CBD) Phase 1 Resurfacing Project with Byrne & Jones Construction, Inc., dba Byrne & Jones Construction. This project includes the mill and asphalt overlay on Bonhomme Avenue from Brentwood Boulevard to North Hanley Road and Meramec Avenue from Maryland Avenue to Forest Park Parkway; replacement of curb ramps to come into ADA compliance; updates to select pedestrian signals for ADA compliance; brick paver crosswalks; and pavement markings and signage.

Two bids were opened on October 26, 2023, and Byrne & Jones Construction submitted the lowest, responsive, responsible Base Bid plus Add Alternate A in the amount of \$1,559,020.83. The final engineer's estimate for this work was \$1,563,360.35. The second low bid came from Gershenson Construction at \$2,162,038.50. Add Alternate A includes removal and replacement of traffic signal detector loops and pavement which are maintained by St. Louis County. This add alternate was included to establish the cost to present to St. Louis County, with the intent they would direct pay or reimburse the City for the expense (\$13,264.80).

City Staff recommend approval of the construction contract with Byrne & Jones Construction. In addition to the contract amount the City Staff requests authorization to approve change orders in an amount not to exceed \$156,000.00 to be used to cover expenditures to correct unknown site issues that become apparent during the project.

The total anticipated cost for this project is expected to be up to \$134,508 higher than projected when the budget was prepared, however the Capital Improvement Fund has adequate funds for this project and staff anticipates savings with other projects to offset this increase. The City is eligible to receive federal reimbursement of \$965,535 for this project.

STAFF RECOMMENDATION: To approve the ordinance authorizing a contract with Byrne & Jones Construction, Inc. dba Byrne & Jones Construction in the amount of \$1,559,020.83 plus a contingency of \$156,000.00, totaling \$1,715,020.83 for the CBD Phase 1 Resurfacing Project.

BILL NO. 7000

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH BYRNE & JONES CONSTRUCTION, INC., DBA BYRNE & JONES CONSTRUCTION FOR THE CBD PHASE 1 RESURFACING CONTRACT STP-5438(613)

WHEREAS, the City desires to resurface the roadway, reconstruct adjacent curb ramps, update select pedestrian signal components, and along Bonhomme Avenue from Brentwood Boulevard to North Hanley Road and Meramec Avenue from Maryland Avenue to Forest Park Parkway; and

WHEREAS, the City previously executed a grant agreement with the Missouri Highways and Transportation Commission relating to reimbursement for this project; and

WHEREAS, upon request and advertisement for bids, Byrne & Jones Construction, Inc., dba Byrne & Jones Construction was found to be the lowest, responsive, responsible bidder for the CBD Phase 1 Resurfacing Project;

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 contract with Byrne & Jones Construction, Inc., dba Byrne & Jones Construction for construction services in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Public Works in a cumulative amount not to exceed \$156,000.00, 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.

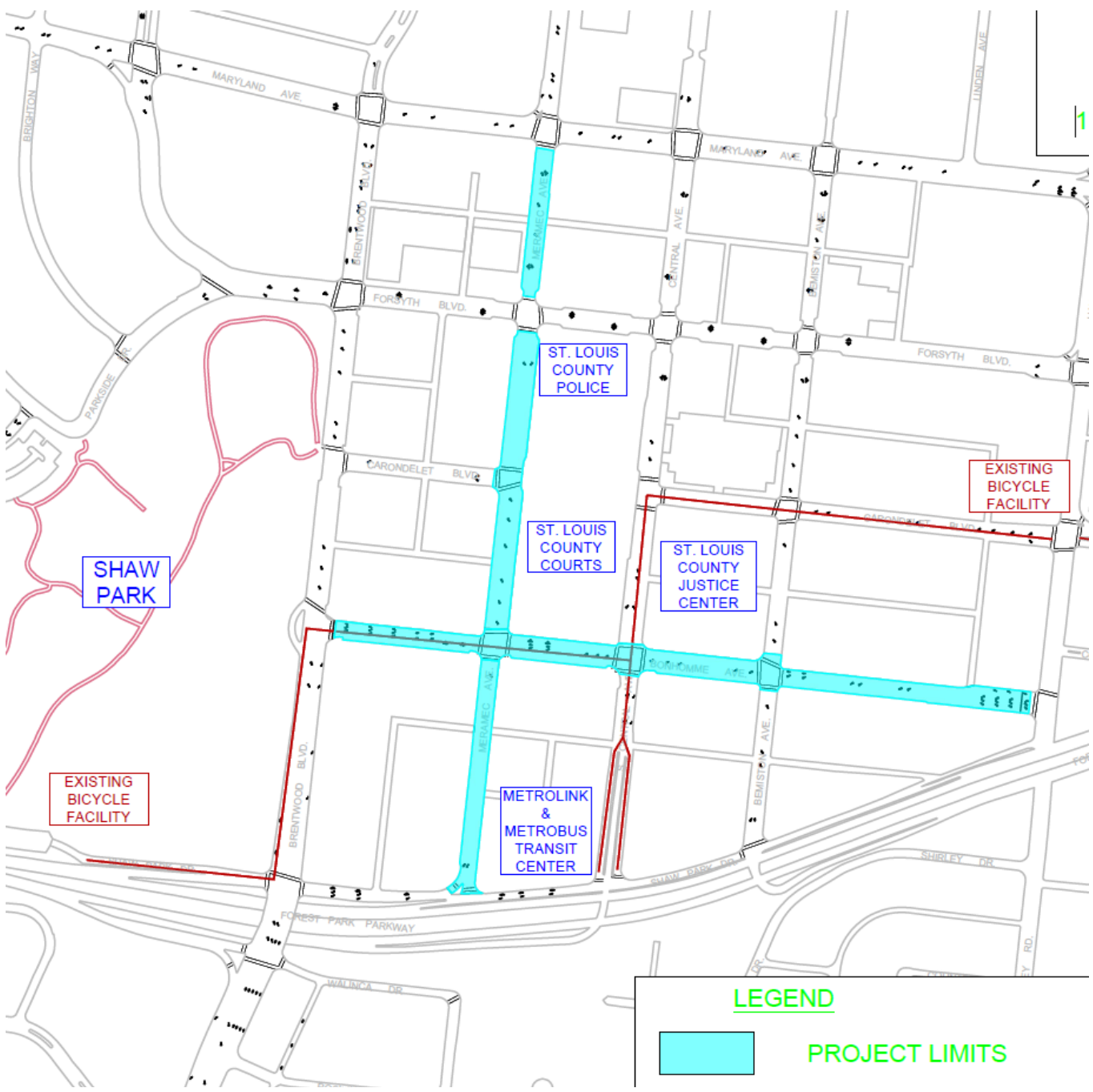
Section 2. This Ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed this 28th day of November 2023.

Mayor

ATTEST:

City Clerk



Bid Tab
Central Business District Resurfacing Phase -1 STP-5438(613)
2022.PW.41.010 CBD Resurfacing PH1



Bid Date: 10/26/2023
 Bid Time: 2:00 PM

| BASE BID** | | | | Bryne & Jones Construction | | Lamke Trenching & Excavating, Inc. | | Engineers Estimate | |
|--------------------------------------|---|------|----------|--------------------------------|-----------------------|------------------------------------|-----------------------|--------------------|-----------------------|
| Item No. | Description | Unit | Quantity | Unit Price | Extended Price | Unit Price | Extended Price | Unit Price | Extended Price |
| Roadway Items | | | | | | | | | |
| 001 | REMOVAL IMPROVEMENTS | LS | 1 | \$77,425.00 | \$77,425.00 | \$218,000.00 | \$218,000.00 | \$40,000.00 | \$40,000.00 |
| 002 | SUPERPAVE ASPHALTIC CONCRETE MIXTURE SP125 (PG70-22) CLP | TON | 2,774.9 | \$140.00 | \$388,486.00 | \$150.00 | \$416,235.00 | \$142.50 | \$395,423.25 |
| 003 | HIGH TENSILE STRENGTH SYTHETIC FIBERS FOR ASPHALT | LBS | 2,775 | \$14.00 | \$38,850.00 | \$11.00 | \$30,525.00 | \$12.00 | \$33,300.00 |
| 004 | TACK-EMULSIFIED ASPHALT (SS-1H) | GAL | 2,600 | \$6.20 | \$16,120.00 | \$3.00 | \$7,800.00 | \$5.00 | \$13,000.00 |
| 005 | PAVEMENT SURFACING AND TEXTURING (0" TO 4"). CONCRETE OR ASPHALT | S.Y. | 25,923 | \$3.60 | \$93,322.80 | \$6.00 | \$155,538.00 | \$6.00 | \$155,538.00 |
| 006 | EMULSIFIED MALTENE-BASED REJUVENATOR | S.Y. | 25,923 | \$1.60 | \$41,476.80 | \$1.40 | \$36,292.20 | \$1.20 | \$31,107.60 |
| 007 | CONCRETE BASE (8", NON-REINFORCED) | S.Y. | 1,235 | \$143.00 | \$176,605.00 | \$185.00 | \$228,475.00 | \$175.00 | \$216,125.00 |
| 008 | ADJUST SERVICE VALVE BOX TO GRADE | EACH | 9 | \$193.00 | \$1,737.00 | \$250.00 | \$2,250.00 | \$400.00 | \$3,600.00 |
| 009 | ADJUSTING MANHOLE TO GRADE | EACH | 11 | \$242.00 | \$2,662.00 | \$750.00 | \$8,250.00 | \$400.00 | \$4,400.00 |
| 010 | CONNECTING PIPE TO EXISTING STRUCTURE | EACH | 1 | \$615.00 | \$615.00 | \$2,400.00 | \$2,400.00 | \$1,000.00 | \$1,000.00 |
| 011 | REPLACE PRECAST INLET STONE AND ADJUST TO GRADE | EACH | 1 | \$2,157.00 | \$2,157.00 | \$1,200.00 | \$1,200.00 | \$1,400.00 | \$1,400.00 |
| 012 | VARIABLE HEIGHT TRENCH DRAIN SYSTEM | L.F. | 43 | \$319.50 | \$13,738.50 | \$650.00 | \$27,950.00 | \$300.00 | \$12,900.00 |
| 013 | CONCRETE CURB AND GUTTER, TYPE A (8") | L.F. | 670 | \$52.00 | \$34,840.00 | \$84.00 | \$56,280.00 | \$50.00 | \$33,500.00 |
| 014 | MOVEABLE BARRICADES WITH MODEL "B" AMBER FLASHERS (2 EACH PER BARRICADE) | EACH | 20 | \$414.30 | \$8,286.00 | \$250.00 | \$5,000.00 | \$250.00 | \$5,000.00 |
| 015 | ARROW PANEL, TYPE "B" (NOISELESS), RENTAL | EACH | 4 | \$2,130.00 | \$8,520.00 | \$1,500.00 | \$6,000.00 | \$1,250.00 | \$5,000.00 |
| 016 | CHANGEABLE MESSAGE BOARD (NOISELESS), RENTAL | EACH | 2 | \$6,510.00 | \$13,020.00 | \$3,800.00 | \$7,600.00 | \$3,750.00 | \$7,500.00 |
| 017 | CONSTRUCTION SIGNS | S.F. | 400 | \$11.85 | \$4,740.00 | \$10.00 | \$4,000.00 | \$12.50 | \$5,000.00 |
| 018 | CHANNELIZER (TRIM LINE) | EACH | 300 | \$28.40 | \$8,520.00 | \$28.00 | \$8,400.00 | \$75.00 | \$22,500.00 |
| 019 | MOBILIZATION | LS | 1 | \$79,000.00 | \$79,000.00 | \$225,000.00 | \$225,000.00 | \$95,000.00 | \$95,000.00 |
| 020 | 8" POLYVINYL CHLORIDE PIPE | L.F. | 69 | \$86.00 | \$5,934.00 | \$165.00 | \$11,385.00 | \$80.00 | \$5,520.00 |
| 021 | INLET PROTECTION DEVICE, SINGLE UNIT - FILTER SOCK/ROLL | EACH | 6 | \$165.75 | \$994.50 | \$100.00 | \$600.00 | \$150.00 | \$900.00 |
| 022 | INLET PROTECTION DEVICE, DOUBLE UNIT - FILTER SOCK/ROLL | EACH | 3 | \$195.00 | \$585.00 | \$150.00 | \$450.00 | \$175.00 | \$525.00 |
| 023 | INLET PROTECTION DEVICE, GRATED UNIT - FILTER SOCK/ROLL | EACH | 6 | \$195.00 | \$1,170.00 | \$150.00 | \$900.00 | \$200.00 | \$1,200.00 |
| 024 | EXISTING SENSYS PUCKS (T.B.R. & REPLACED WITH NEW) | EACH | 9 | \$1,556.50 | \$14,008.50 | \$1,524.00 | \$13,716.00 | \$1,800.00 | \$16,200.00 |
| 025 | ADJUSTMENT OF PREFORMED PULL BOX | EACH | 26 | \$2,855.00 | \$74,230.00 | \$4,178.00 | \$108,628.00 | \$600.00 | \$15,600.00 |
| 026 | ADJUSTMENT OF CONCRETE SINGLE PULL BOX | EACH | 1 | \$5,117.00 | \$5,117.00 | \$7,295.00 | \$7,295.00 | \$1,600.00 | \$1,600.00 |
| | | | | Sub-Total | \$1,112,160.10 | Sub-Total | \$1,590,169.20 | Sub-Total | \$1,122,838.85 |
| Bike Facilities | | | | | | | | | |
| 027 | PAVEMENT MARKING,BICYCLE SHARED LANE SYMBOL | EACH | 13.0 | \$118.00 | \$1,534.00 | \$350.00 | \$4,550.00 | \$250.00 | \$3,250.00 |
| 028 | ROADWAY SIGN - BIKES MAY USE FULL LANE (MUTCD R4-11) | EACH | 6.0 | \$296.00 | \$1,776.00 | \$1,000.00 | \$6,000.00 | \$800.00 | \$4,800.00 |
| | | | | Sub-Total | \$3,310.00 | Sub-Total | \$10,550.00 | Sub-Total | \$8,050.00 |
| Pedestrian Facilities | | | | | | | | | |
| 029 | CONCRETE SIDEWALK (5" THICK) | S.Y. | 524.2 | \$117.20 | \$61,436.24 | \$190.00 | \$99,598.00 | \$115.00 | \$60,283.00 |
| 030 | CONCRETE SIDEWALK, CURB RAMP (7" THICK) | S.Y. | 163.6 | \$156.00 | \$25,521.60 | \$320.00 | \$52,352.00 | \$225.00 | \$36,810.00 |
| 031 | DETECTABLE WARNING SURFACE | S.F. | 256.8 | \$53.85 | \$13,828.68 | \$45.00 | \$11,556.00 | \$45.00 | \$11,556.00 |
| 032 | BRICK PAVER CARRIAGE STRIP | S.F. | 408.4 | \$33.15 | \$13,538.46 | \$40.00 | \$16,336.00 | \$50.00 | \$20,420.00 |
| | | | | Sub-Total | \$114,324.98 | Sub-Total | \$179,842.00 | Sub-Total | \$129,069.00 |
| Pavement Marking and Striping | | | | | | | | | |
| 033 | 4 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS | L.F. | 5,578 | \$0.75 | \$4,183.50 | \$0.70 | \$3,904.60 | \$0.75 | \$4,183.50 |
| 034 | 4 IN. YELLOW HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS | L.F. | 7,631 | \$0.75 | \$5,723.25 | \$0.70 | \$5,341.70 | \$0.75 | \$5,723.25 |
| 035 | 12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS | L.F. | 1,518 | \$5.95 | \$9,032.10 | \$3.00 | \$4,554.00 | \$5.00 | \$7,590.00 |
| 036 | 24 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS | L.F. | 428 | \$11.80 | \$5,050.40 | \$8.00 | \$3,424.00 | \$10.00 | \$4,280.00 |
| 037 | PAVEMENT MARKING, LEFT TURN ARROW | EACH | 34 | \$100.50 | \$3,417.00 | \$250.00 | \$8,500.00 | \$100.00 | \$3,400.00 |
| 038 | PAVEMENT MARKING, RIGHT TURN ARROW | EACH | 16 | \$100.50 | \$1,608.00 | \$250.00 | \$4,000.00 | \$100.00 | \$1,600.00 |
| 039 | PAVEMENT MARKING, THROUGH ARROW | EACH | 5 | \$100.50 | \$502.50 | \$250.00 | \$1,250.00 | \$100.00 | \$500.00 |
| 040 | PAVEMENT MARKING, COMBINATION STRAIGHT LEFT | EACH | 2 | \$201.00 | \$402.00 | \$450.00 | \$900.00 | \$150.00 | \$300.00 |
| 041 | PAVEMENT MARKING, COMBINATION STRAIGHT RIGHT | EACH | 4 | \$201.00 | \$804.00 | \$450.00 | \$1,800.00 | \$150.00 | \$600.00 |
| 042 | PAVEMENT MARKING WORD "STOP" | EACH | 5 | \$148.00 | \$740.00 | \$450.00 | \$2,250.00 | \$200.00 | \$1,000.00 |
| 043 | ACCESSIBLE PARKING SPACE PAVEMENT MARKING | EACH | 6 | \$118.00 | \$708.00 | \$950.00 | \$5,700.00 | \$600.00 | \$3,600.00 |
| 044 | RESERVED PARKING SIGN (MUTCD R7-8) | EACH | 2 | \$148.00 | \$296.00 | \$1,000.00 | \$2,000.00 | \$300.00 | \$600.00 |
| | | | | Sub-Total | \$32,466.75 | Sub-Total | \$43,624.30 | Sub-Total | \$33,376.75 |
| Traffic Signal Items | | | | | | | | | |
| 045 | CONDUIT, 2 IN., TRENCH | L.F. | 25 | \$61.50 | \$1,537.50 | \$85.00 | \$2,125.00 | \$40.00 | \$1,000.00 |
| 046 | DETECTOR, PEDESTRIAN PUSH BUTTON, APS, FREEZEPROOF | EACH | 2 | \$2,204.00 | \$4,408.00 | \$2,768.00 | \$5,536.00 | \$1,000.00 | \$2,000.00 |
| 047 | CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN CONDUIT AND PULL BOX) | L.F. | 34 | \$2.35 | \$79.90 | \$2.00 | \$68.00 | \$3.00 | \$102.00 |
| 048 | CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN SAWED SLOT) | L.F. | 368 | \$10.35 | \$3,808.80 | \$13.75 | \$5,060.00 | \$9.00 | \$3,312.00 |
| 049 | CABLE, COMMUNICATION, #18 GAUGE, 4 CONDUCTOR (APS) | L.F. | 230 | \$5.35 | \$1,230.50 | \$7.50 | \$1,725.00 | \$2.50 | \$575.00 |
| 050 | OPENING DRILLED IN EXISTING CONCRETE PULL BOX | EACH | 2 | \$327.00 | \$654.00 | \$279.00 | \$558.00 | \$250.00 | \$500.00 |
| 051 | NEW STANCTION POST (INCLUDES BASE) | EACH | 2 | \$3,944.00 | \$7,888.00 | \$4,917.00 | \$9,834.00 | \$2,250.00 | \$4,500.00 |
| | | | | Sub-Total | \$19,606.70 | Sub-Total | \$24,906.00 | Sub-Total | \$11,989.00 |
| Non-Participatory Items | | | | | | | | | |
| 052 | BRICK PAVER CROSSWALK | S.F. | 5,910 | \$26.25 | \$155,137.50 | \$36.00 | \$212,760.00 | \$18.00 | \$106,380.00 |
| 053 | PCC BASE FOR CONCRETE PAVERS | L.F. | 750 | \$145.00 | \$108,750.00 | \$115.00 | \$86,250.00 | \$185.00 | \$138,750.00 |
| | | | | Sub-Total | \$263,887.50 | Sub-Total | \$299,010.00 | Sub-Total | \$245,130.00 |
| | | | | Total Base Bid | \$1,545,756.03 | | \$2,148,101.50 | | \$1,550,453.60 |
| Add Alternate A: | | | | | | | | | |
| 054 | SUPERPAVE ASPHALTIC CONCRETE MIXTURE SP125 (PG70-22) CLP | TON | 27.9 | \$167.00 | \$4,659.30 | \$150.00 | \$4,185.00 | \$142.50 | \$3,975.75 |
| 055 | HIGH TENSILE STRENGTH SYTHETIC FIBERS | LBS | 28 | \$14.00 | \$392.00 | \$11.00 | \$308.00 | \$12.00 | \$336.00 |
| 056 | TACK-EMULSIFIED ASPHALT (SS-1H) | GAL. | 30 | \$4.50 | \$135.00 | \$3.00 | \$90.00 | \$5.00 | \$150.00 |
| 057 | PAVEMENT SURFACING AND TEXTURING (0" TO 4"). CONCRETE OR ASPHALT | S.Y. | 260 | \$6.95 | \$1,807.00 | \$6.00 | \$1,560.00 | \$6.00 | \$1,560.00 |
| 058 | CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN CONDUIT AND PULL BOX) | L.F. | 159 | \$2.50 | \$397.50 | \$2.00 | \$318.00 | \$3.00 | \$477.00 |
| 059 | CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/TUBE JACKET (IN SAWED SLOT) | L.F. | 712 | \$8.25 | \$5,874.00 | \$10.50 | \$7,476.00 | \$9.00 | \$6,408.00 |
| | | | | ADD ALTERNATE A NUMBERS | \$13,264.80 | | \$13,937.00 | | \$12,906.75 |
| TOTAL | BASE BID PLUS ADD ALTERNATE A NUMBERS | | | | \$1,559,020.83 | | \$2,162,038.50 | | \$1,563,360.35 |

STP-5438 (613)

City of Clayton
10 N. Bemiston, Clayton, MO 63105

REQUEST FOR BID

BID OF

MoDOT Vendor Number (if required) 0010131

Bidder Name Byrne + Jones Construction

Bidder Address 13940 St. Charles Rock Rd.

St. Louis, MO 63044

FOR
IMPROVING

**Clayton Central Business District
Resurfacing – Phase 1**

**Clayton, MO
St. Louis County**

GENERAL CONDITIONS

(General Conditions shall prevail over Specifications whenever in conflict therewith)

ARTICLE 1 - CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract Documents consists of the Invitation for Bids and Bid Specifications previously issued by the City for the Work and Contractor's submission in response thereto, the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, Non-Collusion Affidavit, the Performance and Payment Bond, the Drawings, the Technical Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. a Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which Contractor is to begin prosecution of the work.

1.1.6 Standard Specifications:

The St. Louis County Standard Specifications for Highway Construction (March 15, 2022 edition).

The Standards Specifications for Construction of all sewer work shall be applicable sections of the Standard Construction Specification for Sewer and Drainage Facilities 2009 Metropolitan St. Louis Sewer District..

1.1.7 Substantial Completion: The state in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so the City can reasonably occupy or utilize the Work for its intended use.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and correlated any observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project.

ARTICLE 2 - CITY

2.1 DEFINITION

2.1.1 The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy City may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE 3 - CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or Contractor's authorized representative. The Contractor shall not subcontract except in accordance with the terms of this Agreement.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR, MATERIALS AND EQUIPMENT

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed from the Work.

3.3.3 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.3.4 The Contractor shall comply with, and is bound by, the provisions of Missouri statutes pertaining to the payment of wages on public works projects contained in sections 290.210 through 290.340 (RSMo 2000), and any amendments thereto, including, but not limited to the following:

- 1) In accordance with section 290.250, the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Agreement.
- 2) In accordance with section 290.250, the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Agreement, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.
- 3) In accordance with section 290.265, the Contractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.
- 4) Certified payrolls shall also be submitted prior to final payment for all Work completed by the Contractor or Subcontractors.
- 5) In accordance with section 290.290, before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filed therewith in proper form and order.

3.4 WARRANTY

3.4.1 Section removed

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. This person is also to relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project engineer.

3.9 CLEANING UP AND STORAGE

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5 of the Standard Specifications, the Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-Way without prior written consent of the Director of Public Works. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well

as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broom clean" or its equivalent, except as otherwise specified.

3.9.3 The Contractor shall make satisfactory arrangements to store material and equipment after delivery and during construction off of the City right-of-way. The City will assume no responsibility for these arrangements.

3.10 CASH ALLOWANCES

3.10.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE 4 - SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work.

4.1.2 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Bidders Checklist, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.2.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the Standard Specifications and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization that has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

- 1) require the Work to be performed in accordance with the requirements of the Contract Documents;
- 2) require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 8 hereof;
- 3) require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
- 4) waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Article 10 except such rights as they may have to the proceeds of such insurance held by the City as trustee;
- 5) obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and
- 6) require the Subcontractor (and the Sub-subcontractor's to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.

4.4.2 If the City withholds payment to the Contractor for any cause that is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5 - SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the project engineer if this condition occurs. The project engineer and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area that undergoes additional excavation that is not indicated in the above scope of work and has not been approved by the project engineer prior to the excavation. All additional excavation that becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at Contractor's own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE 6 - GENERAL PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 This Contract shall be binding upon the successors, assigns and legal representatives of each party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 RIGHTS AND REMEDIES

6.3.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.4 ROYALTIES AND PATENTS

6.4.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.5 PERFORMANCE AND PAYMENT BOND

6.5.1 The Contractor shall furnish the performance and payment bond required in the City-Contractor Agreement.

ARTICLE 7 - TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the City-Contractor Agreement for completion of the Work. Said work shall include all punchlist items deemed necessary by the City, exclusive of MSD-generated punchlist items. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3. The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE 8 - PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By 12:00 P.M. on or before the twentieth day of the month, upon Substantial Completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.1 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.2 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if any, to final payment, (3) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City and (4) Prevailing Wage Affidavit as required by subsection 3.3.4. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

8.4.3 The acceptance of final payment shall constitute a satisfaction of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 9 - PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

- 1) all employees on the Work and all other persons who may be affected thereby;

- 2) all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
- 3) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices that the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE 10 - PROPERTY INSURANCE

10.1 PROPERTY INSURANCE

10.1.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.1.2 The Contractor shall purchase and maintain such steam, boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: **"The City of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees as additional insureds."** These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the City.

10.1.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause.

10.1.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Article, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE 11 - CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of Substantial Completion of the Work or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All defective or non-conforming Work shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the City prefers to accept defective or non-conforming Work, City may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

13.1.1 The Contractor's Work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic

way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic.

13.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work. At all times until final acceptance of the Work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the Work and provide for safe and convenient public travel.

13.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental

13.2 ACCESS

13.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

13.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of concrete. All concrete, including curbs, sidewalks and driveway pavements, shall be formed and poured within a two calendar day period for each and every driveway. Excavation for this work shall be accomplished a maximum of one calendar day prior to forming, however, access shall be provided immediately after excavation. At the end of the curing period, access shall be immediately supplied using asphalt or compacted aggregate. The first lift of all asphalt drives shall be completed and paved within fourteen (14) calendar days of their excavation.

13.2.3 All temporary materials used for access will be the responsibility of the Contractor and shall be included in the unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

13.2.4 If access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

13.2.5 In the event any part of the Work to be performed hereunder shall require the Contractor or his Subcontractors to enter, cross or work upon or beneath the right-of-way or other property of a railroad, the Contractor shall comply with the related requirements for such Work as are set out in the Contract Documents.

13.3 CONSTRUCTION STAKING AND LAYOUT

13.3.1 The Contractor shall be responsible for providing labor, equipment and materials necessary for construction staking and layout as required, to the grades, elevations and alignment as determined by the City of Clayton. No separate payment will be made for construction staking and layout. No payment shall be made for restaking except as expressly authorized due to changes made by the City during construction.

13.4 OVERTIME

13.4.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays and City holidays at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

13.5 CITY HOLIDAYS

13.5.1 There are eleven (11) city holidays. They are:

- | | |
|-----------------------------|------------------------|
| New Year's Day | July 4 th |
| Martin Luther King, Jr. Day | Labor Day |
| Thanksgiving Day | Day after Thanksgiving |
| President's Day | Christmas Eve |
| Memorial Day | Christmas Day |
| Juneteenth | |

13.6 [Intentionally Left Blank]

13.7 INTERFERENCE WITH EXISTING WATER SERVICES AND MAINS

13.7.1 The Contractor shall minimize the outage of water service to residents. The cutting off of water service shall be only with the consent of the City. The Contractor shall notify the City and have their approval prior to commencing work on each water main or connection item.

13.7.2 The Contractor shall conduct his work in such a manner as not to endanger existing water mains, services or appurtenances. Mains and services shall be adequately supported where they cross or are adjacent to the excavation. The Contractor shall bear the cost of all repairs to water mains or appurtenances damaged because of contractor's own carelessness or neglect.

13.8 INTERRUPTION OF WATER SERVICE

13.8.1 When it becomes necessary to shut down any existing water main or service, a representative of the City shall be notified to be present during this operation. The total time for the main to be shut down should be held to a minimum and in no case shall any customer be without water service for more than eight (8) hours. The Contractor shall notify each water customer whose water service will be interrupted at least one hour prior to shutdown. The Contractor shall assume full responsibility for shutting down the main and notifying the customers.

13.9 PRECONSTRUCTION CONFERENCE

13.9.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the City, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.10 SEQUENCE OF WORK

13.10.1 A schedule of the Contractor's work shall be submitted to the City for approval with a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.10.2 The City shall have the right to specify the order of construction as deemed necessary.

13.11 CONSTRUCTION LIMITS

13.11.1 The construction limits consist of the public street rights-of-way and acquired easement areas. The Contractor shall limit operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.12 ALTERED QUANTITIES

13.12.1 In accordance with Section 109.3 of the Standard Specifications, the City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the itemized Bid.

13.12.2 The Contractor shall accept, as payment in full, payment at the original Contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment that was not used.

13.13 MEASUREMENT OF WEIGHED QUANTITIES

13.13.1 The Contractor's attention is directed to the fact that the City requires that all weight certificates be signed by a bonded Weighmaster. The Contractor must furnish the City's inspector on the job site with original weight certificates signed by a bonded Weighmaster for all materials supplied by the Contractor that are incorporated into his improvement, which payment therefore is based on weight.

13.14 ADDITIONS TO CONTRACT

13.14.1 Unit prices in this Agreement may be used to negotiate a Change Order for additional work involving similar projects.

13.15 PURCHASE OF MATERIALS AND EQUIPMENT

13.15.1 Sales to contractors who purchase construction materials and supplies to fulfill contracts for the City are not subject to sales tax. The City may monitor all supplies purchased, used, and consumed in fulfilling the project.

13.15.2 Contractors will be give a project exemption certificate.

13.15.3 Contractors must provide a copy of the City's exemption letter and the project exemption certificate to suppliers when purchasing materials and supplies to be consumed in the project.

13.15.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

13.15.5 Suppliers shall render to the contractor invoices bearing the name of the City and the project identification number. These invoices must be retained by the purchasing contractor for a period of five (5) years.

13.15.6 Contractors must file a sales tax return for all excess re-saleable materials and supplies that are not returned to the supplier. This return must be filed and paid not later than the due date of the contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

13.15.7 An exempt organization that fails to revise the project exemption certificate expiration date as necessary to complete any work required by the contract will be liable for any sales tax due as determined by an audit of the contractor.

13.16 TESTING

13.16.1 Materials Testing and Inspection Service: City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor to coordinate all work.

13.16.2 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

13.16.3 The City will provide any special inspection and testing services to verify the Work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate location or frequency. The Contractor will be required to notify the City forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and re-testing and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

13.17 SEWER SPECIFICATIONS

13.17.1 The Metropolitan St. Louis Sewer District Specifications (MSD Specifications), shall govern the Project, unless otherwise superseded by the Technical Specifications and Job Special Provisions.

13.18 CONTROL OF MATERIAL

13.18.1 All tickets will be collected to verify the quantity of each item in their original form only. Photocopies or facsimiles will not be accepted. All tickets shall be submitted on the day of delivery, either to the City personnel or the Public Works office or they will not be accepted for payment.

13.18.2 Contractors and subcontractors will be required to produce letters of certification or certified test reports from material producers and suppliers in order to determine compliance with specifications for designated materials prior to the incorporation thereof into the work.

13.18.3 The City will determine which materials are to be tested. The form and content of these test reports shall be in accordance with recognized standards and practices for this work or as otherwise determined by the City.

13.18.4 No direct payment will be made for this work.

13.19 MEASUREMENT OF QUANTITIES

13.19.1 Unless otherwise directed within the Technical Specifications, the quantities for which payment will be made will be those shown in the Agreement for the various items, provided the Project is constructed essentially to the lines and grades shown on the plans. Contract quantities will be used for final payment except when:

- a) Errors are formed in the original computations in excess of 15% of the contract quantities.
- b) An original cross section is found to have an average deviation from the true elevation in excess of one foot.
- c) An authorized change in grade, slope or typical section is made.
- d) Unauthorized deviations decrease the quantities on the plans.

When the above conditions are encountered, the correction or revisions will be computed and added to or deducted from the contract quantity.

13.19.2 When the plans have been altered or when disagreement exists between the Contractor and the City as to the accuracy of the plan quantities of any balance, or the entire project, either party shall have the right to request a re-computation of contract quantities within any area, by hand calculation of the average-end-area method for cubic yard quantities, and standard measurement methods for other quantities, by written notice to the other party. The written notice shall contain evidence that an error exists in the original groundline elevation or in the original computations which will affect the final payment quantity in excess of 15%. When such final measurement is required, it will be made from the latest available ground surface and the design section.

13.19.3 These specifications require that the Contractor must furnish the representative of the City, on the job site, with original weight certificates on a daily basis signed by a bonded weighmaster for all materials supplied by the Contractor that are incorporated into this work, which payment therefore is based on weight.

13.20 WORKMANSHIP

13.20.1 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

13.20.2 The labor provided by the Contractor shall be directed to be of a workmanlike character with respect to the methods of construction and quality of completed work; and, shall not encumber the premises or adjacent property or streets with materials and/or equipment.

13.20.3 "Removal" shall be defined as removal and disposal off the site unless otherwise specified or directed by the engineer.

ARTICLE 14 - EQUAL OPPORTUNITY AND NON-DISCRIMINATION

14.1 EQUAL OPPORTUNITY

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

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

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

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

14.2 NON-DISCRIMINATION

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

14.3 GENERAL

14.3.1 In the event that any or all of the provision(s) of the foregoing paragraphs conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the contractor from adherence to any and all additional requirements regarding equal

employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE 15 - CONFLICTS OF INTEREST

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

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

15.1.3 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, step-parent and step-child.

15.1.4 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more per year therefrom.

15.1.5 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 of Clayton from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

ARTICLE 16 – ALIEN REGISTRATION, COMPLIANCE AND ENFORCEMENT

16.1 DEFINITIONS

16.1.1 "Business entity", any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that

possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term "business entity" shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo;

16.1.2 "Contractor", a person, employer, or business entity that enters into an agreement to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include but not be limited to a general contractor, subcontractor, independent contractor, contract employee, project manager, or a recruiting or staffing entity;

16.1.3 "Employee", any person performing work or service of any kind or character for hire within the state of Missouri;

16.1.4 "Employer", any person or entity employing any person for hire within the state of Missouri, including a public employer. Where there are two or more putative employers, any person or entity taking a business tax deduction for the employee in question shall be considered an employer of that person for purposes of this section;

16.1.5 "Employment", the act of employing or state of being employed, engaged, or hired to perform work or service of any kind or character within the state of Missouri;

16.1.6 "Federal work authorization program", any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L.99-603;

16.1.7 "Knowingly", a person acts knowingly or with knowledge,
(a) With respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
(b) With respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result;

16.1.8 "Municipality", the City of Clayton, Missouri.

16.1.9 "Public employer", every department, agency, or instrumentality of the state of Missouri or any political subdivision of the state of Missouri;

16.1.10 "Unauthorized alien", an alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3);

16.1.11 "Work", any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected or due, including but not limited to all activities conducted by business entities.

16.2 ILLEGAL ACTS

16.2.1 No business entity or employer may knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the municipality.

16.2.2. Accordingly, if the amount to be paid pursuant to this contract or grant exceeds five thousand dollars by the municipality the contracting or grant recipient business entity shall, as a condition of the award of contract or grant, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. No such business entity or employer shall violate subsection 16.2.1 of this section.

16.2.3 The affidavit shall be approved as to form by the municipal attorney.

16.2.4 An employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 16.2.1 of this section.

16.2.5 A general contractor or subcontractor of any tier shall not be liable under subsection 16.2.1 of this section when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 16.2.1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 16.2.1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

16.2.6 The determination of whether a worker is an unauthorized alien shall be made by the federal government. A determination of such status of an individual by the federal government shall create a rebuttable presumption as to that individual's status in any judicial proceedings brought under this section.

ARTICLE 17 – SAFETY PROGRAMS, COMPLIANCE AND PENALTIES

17.1 DEFINITIONS

17.1.1 "Construction", construction, reconstruction, demolition, painting and decorating, or major repair;

17.1.2 "Department", the Missouri department of labor and industrial relations;

17.1.3 "Person", any natural person, joint venture, partnership, corporation, or other business or legal entity;

17.1.4 "Municipality", the City of Clayton, Missouri;

17.1.5 "Public works", all fixed works constructed for public use or benefit or paid for wholly or in part out of public funds.

17.2 OSHA 10-HOUR TRAINING

17.2.1 Any person signing a contract to work on the construction of public works for the municipality shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project.

17.3 DOCUMENTATION

17.3.1 Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under subsection 17.2.1 of this Article shall be afforded twenty days to produce such documentation before being subject to removal from the project.

17.4 PENALTIES

17.4.1 The contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete the ten-hour training program required under subsection 2 of this section. The contractor shall forfeit as a penalty to the municipality, two thousand five hundred dollars plus one hundred dollars for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in subsections 2 and 3 of this section have elapsed. The municipality shall withhold and retain therefrom, all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the public body has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor.

17.5 INVESTIGATION

17.5.1 In determining whether a violation of this section has occurred, and whether the penalty under subsection 4 of this section shall be imposed, the department shall investigate any claim of violation. Upon completing such investigation, the department shall notify the municipality and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the Circuit Court of St. Louis County.

17.6 ENFORCEMENT

17.6.1 If the contractor or subcontractor fails to pay the penalty within forty-five days following notification by the department, the department shall pursue an enforcement action to enforce the monetary penalty provisions of subsection 4 of this section against the contractor or subcontractor found to be in violation of this section. If the court orders payment of the penalties as prescribed under subsection 4 of this section, the department shall be entitled to recover its actual cost of enforcement in addition to such penalty amount.

ARTICLE 18 - TRANSIENT EMPLOYERS

18.1 REQUIREMENTS

18.1.1 Per RSMo section 285.234, every transient employer, as defined in section 285.230 shall post in a prominent and easily accessible place at the work site a clearly legible copy of the following:

18.1.1.1 The notice of registration for employer withholding issued to such transient employer by the director of revenue;

18.1.1.2 Proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and

18.1.1.3 The notice of registration for unemployment insurance issued to such transient employer by the division of employment security.

18.2 ENFORCEMENT

18.2.1 Any transient employer failing to comply with the provisions of this section shall be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as provided by this section.

CONTRACTOR’S AFFIDAVIT FOR PUBLIC CONSTRUCTION PROJECTS

The undersigned, being duly sworn, does state and depose as follows:

- 1. I am the _____(title) of _____(company) which is a contractor on the _____ Project, and authorized to sign this Affidavit on the Company’s behalf.

- 2. I have verified the information set forth in this Affidavit for the Contractor. If any subcontractors have been retained on the Project, I have also verified the information as to any subcontractor.

- 3. The Contractor and its subcontractors have Workers’ Compensation Insurance that covers its employees working on the Project and such insurance meets or exceeds the requirements established by law.

- 4. The Contractor and its subcontractors have verified the U.S. citizenship or lawful status of all workers employed on the Project and do not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- 5. The Contractor and its subcontractors have been informed by the City of the requirements to pay prevailing wage and will pay the prevailing wages to all workers employed on the Project as established by the applicable Annual Wage Order for the County where the Project occurs.

- 6. The Contractor and its subcontractors are in compliance with federal law requiring an accredited apprenticeship program, if applicable.

- 7. The Contractor and its subcontractors are enrolled and participate in a federal work authorization program with respect to employees working in connection with the contracted services.

Further Affiant sayeth naught.

Authorized Officer of Contractor

Subscribed and sworn to before me this ____ day of _____, 20 ____.

Notary Public
My commission expires:_____

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ____ day of _____, 20____, by and between the City of Clayton, Missouri (hereinafter the "City") and ^{Bryne and Jones Construction, Inc.} ~~dba Burn and Jones Construction~~ a Corporation with offices at 13940 St. Charles Rock Rd., St. Louis, MO 63044, (hereinafter the "Contractor"). The project shall be identified as **Central Business District Resurfacing Phase 1 - STP-5438(613)**, Project No.: BI.2022.41.010

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 Invitation for Bids and Bid Specifications previously issued by the City for the Work and Contractor's submission in response thereto, the General Conditions of City-Contractor Agreement, Non-Collusion Affidavit, Performance and Payment Bond, Specifications, Drawings, the Construction Schedule, 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 within ten (10) days of the date of the written Notice to Proceed from the City to the Contractor and shall be completed within **Three Hundred and Sixty-Five (365)** consecutive calendar days from and including the date of said written Notice to Proceed. Substantial completion, including paving operations, shall be completed prior to the first day of school for the Clayton School District in August of 2024, if such date is before 365 calendar days listed above.

ARTICLE IV - The Contract Sum and Payments

Based upon Applications for Payment and 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, the City shall pay the Contractor for the performance of the Work, the sum of One Million, Five-Hundred & Fifty-Nine Thousand & 20 dollars and 83 cents (\$1,559,020.83) (the "Contract Sum") as follows:

- (a) On or about the tenth day of each following month, ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety-five percent (95%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum; and
- (c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.
- (d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.
- (e) Estimates of work performed and materials delivered shall be finally determined by the City.

- (f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.
- (g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V - Performance of the Work

- (a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval (1) a **Construction Schedule** for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a street by street basis and (2) a **Traffic Control Plan** indicating the location of all proposed signage, detours, road closures throughout the project which adequately address the traffic control plan of the proposed work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices (Millenium Edition) developed by the Federal Highway Administration. No work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the City. The Contractor shall be required by the Director of Public Works to substantially finish portions of the Work prior to continuation of further work remaining on the project, including backfilling, paving, sodding or cleanup.
- (b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction 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, as specified under Item No. 4 of "Notice To Contractor" and according to Division 100; Section 108.8 of Standard Specifications, for each calendar day the Contractor fails to comply with the Construction Schedule. 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.
- (c) 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 Construction Schedule. If the Contractor falls behind the Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 Construction 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 architectural, 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 construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the City to the extent directed by the City all construction 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, and in Section 100 of the Job Special Provisions, 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. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$3,000,000.00 for each accident and each disease.

2. 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 \$3,000,000 for each accident.

3. 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 | \$3,000,000.00 |
| Products/completed operations aggregate | \$3,000,000.00 |
| Personal and advertising injury | \$3,000,000.00 |
| Each occurrence | \$3,000,000.00 |
| Fire damage legal liability | \$3,000,000.00 |
| 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. 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 of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees 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 variable depth removal of the existing asphalt surface in order to correct the crown in the roadway, followed by replacement with a new 2" asphalt overlay. Replacment of

underlying concrete slabs may be necessary in isolated locations as conditions require following post-milling inspection. Existing curb ramps will be replaced in order to bring them into ADA compliance. Traffic control 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

or to Contractor at:

Bryne and Jones Construction, Inc. dba Burn and Jones Construction

13940 St. Charles Rock Rd.

St. Louis, MO 63044

CONTRACT SIGNATURE PAGE

* 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: _____

FORM OF CONTRACT PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That

Bryne and Jones Construction, Inc. dba Burn and Jones Construction

(Name of Contractor)

13940 St. Charles Rock Rd., St. Louis, MO 63044

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

herein after called Surety, are held and firmly bound unto

CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

(Name of OWNER)

10 N. BEMISTON AVE.

(Address of OWNER)

Hereinafter called OWNER, in the penal sum of _____ Dollars(\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

Central Business District Resurfacing Phase 1 - STP-5438(613)

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void: otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed hereunder or the specifications accompanying the same shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By: _____

Witness as to Principal

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____

Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

FORM OF CONTRACT PAYMENT BOND

KNOW ALL PEOPLE BY THESE PRESENTS: That

Bryne and Jones Construction, Inc. dba Burn and Jones Construction

(Name of Contractor)

13940 St. Charles Rock Rd., St. Louis, MO 63044

(Address of Contractor)

a _____, hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

(Name of OWNER)

hereinafter called OWNER, in penal sum of _____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20____, a _____ copy of which is hereto attached and made a part hereof for the construction of:

Central Business District Resurfacing Phase 1 - STP-5438(613)

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

PROVIDED, FURTHER, Bond shall guarantee the faithful performance of the prevailing wage. Contractor shall pay not less than the prevailing wage included herein to all workers performing work under the contract.

IN WITNESS WHEREOF, this instrument is executed in four (4) counterparts, each one of which shall be deemed an original, this the _____ day of _____ 20____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

Witness as to Principal

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

By: _____
Attorney-in-Fact

Witness as to Surety

(Address)

(Address)

NOTE: Date of bond must not be prior to date of contract. If CONTRACTOR is partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

Certification of Compliance with Section 34.600 RSMo., Supp. 2020

(Does not apply to contracts totaling less than \$100,000, or two contractors with fewer than 10 employees)

NOTE: Missouri law prohibits any public entity from entering into a contract to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the state of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the state of Israel; or person or entities doing business in the state of Israel.

I am _____ (name), and I am the _____ (title) of _____ (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

_____ I hereby certify that the company is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, in accordance with the terms and conditions set forth in Section 34.600 RSMo, Supp. 2020.

OR:

_____ The business employs fewer than 10 employees.

Company Name

Signature

Printed Name and Title



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: NOVEMBER 28, 2023
SUBJECT: RECOMMENDATION FROM THE CLAYTON COMMUNITY EQUITY COMMISSION – BILINGUAL SIGNAGE

On October 12, 2023, the Clayton Community Equity Commission unanimously approved transmittal of the following recommendation to the Board of Aldermen for consideration:

**Community Equity Commission
Recommendation to the Honorable Mayor and Board of Aldermen
For Clayton to Make Downtown Signs Bilingual**

The CEC unanimously believes that changing Clayton directional/landmark signs to be offered in languages other than English would significantly change the message we send as a community and would help visitors perceive Clayton as a more welcoming and inclusive community. It is recommended that signs appear in English as well as Chinese (Mandarin or Cantonese) and Spanish.

1. Per Census data encapsulating 2017-2021, 7.6% (and increasing year over year) of St. Louis County residents are foreign-born and 9.5% of households speak a language other than English in the home.
2. Per additional data from the Census, the most commonly spoken languages outside of English in the Greater St. Louis region (purpose of their study includes the city, county, St. Charles and Farmington) are: Spanish, Chinese (including Mandarin and Cantonese), and Serbo-Croatian.
3. Per data from St. Louis City, the most commonly spoken languages outside of English are: Spanish, Farsi, Vietnamese, Bosnian, French, and Pashto + Dari.
4. The Clayton School District serves many families who speak languages other than English but only tracks those which receive Language Services. A little over 4% of the student body currently receives language services and these students encompass 26 languages. The most commonly spoken languages for students receiving language services through the school district are Chinese or Mandarin (25%) and Spanish (11%).
5. Bilingual signs are good for business: By showing non-English speaking customers you go out of your way to make them feel comfortable, you increase the likelihood they will recommend your business to their community. This follows for the city of Clayton. Ensuring visitors and residents can easily understand what resources are available, where to go, and how to get there is a way to welcome visitors to our city. The more welcoming we are, the more people patronize our businesses.

6. Clayton is home to resources and infrastructure heavily utilized county-wide. By being more inclusive to those visiting government buildings, passing through on public transit, and even visiting relatives in the County Jail, we become a more welcoming and usable city.
7. Per Matt Malick, Director of Public Services, the signs were most recently replaced in 2016-2017. Back then, each sign blade was \$464 and each hub that holds each blade was \$337. He suspects prices to be approximately 20% higher now due to inflation.
8. Per Matt Malick, the total project in 2016 to replace all signs cost around \$312,000. There were higher bids at that time and he suspects pricing to have increased since then. It is important to note that not all signs would necessarily need to be replaced (ie: Parking signs with just a P are probably okay to leave as is). Signs that should be updated would be: Direction Kiosks, Pedestrian and Vehicular Directional Signs, and possibly Identification Signs.

Staff recommends that the Board of Aldermen consider the CEC recommendation.

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
November 14, 2023
7:03 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 FOR A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT LOCATED AT 7827 DAVIS DRIVE

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 Thomas and Emily Guignon, owners of 7827 Davis Drive, to allow for the construction of an addition to a single-family home containing a 741 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 application and associated architectural plans for the project on November 6, 2023, and recommended approval of the CUP and approved the architectural plans.

Tom Guignon, property owner, was in attendance to answer questions.

Mayor Harris closed the public hearing.

Motion made by Alderman Berkowitz to approve Resolution No. 2023-34, granting a Conditional Use Permit for 7827 Davis Drive to allow for an attached accessory dwelling unit. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

AN ORDINANCE TO AUTHORIZE PARTICIPATION IN THE MISSOURI FIREFIGHTERS' CRITICAL ILLNESS TRUST AND POOL, AND FURTHER AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH DOCUMENTS AS MAY BE NECESSARY FOR THE CITY'S PARTICIPATION THEREIN

City Manager Gipson reported that the Board of Aldermen approved the Fiscal Year FY2024-2026 Collective Bargaining Agreement (CBA) with the International Association of Fire Fighters, Local 2665, in September 2023. One key provision in the CBA is the City of Clayton's commitment to registering and covering the cost for every member to join the Missouri Fire Fighters Critical Illness Pool (MFFCIP). This pool was established to provide cancer benefits for the state's firefighters, helping to alleviate the physical and financial challenges associated with serious health issues.

Eligibility for this coverage is determined based on years of service, with a FY2024 cost of \$4,788.50 to cover eligible members. This expense was included in the FY2024 Operating Budget.

Alderman Berkowitz introduced Bill No. 6998, allowing participation in the Missouri Firefighters' Critical Illness Trust and Pool and authorize the City Manager to execute any necessary documents for plan administration to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6998, first reading, an Ordinance of the City of Clayton, Missouri, to Participate in the Missouri Firefighters' Critical Illness Trust and Pool, and Further Authorizing the City Manager to Execute Such Documents as May be Necessary for the City's Participation Therein by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 6998 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 6998, allowing participation in the Missouri Firefighters' Critical Illness Trust and Pool and authorize the City Manager to execute any necessary documents for plan administration to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 6998, first reading, an Ordinance of the City of Clayton, Missouri, to Participate in the Missouri Firefighters' Critical Illness Trust and Pool, and Further Authorizing the City Manager to Execute Such Documents as May be Necessary for the City's Participation Therein by title only.

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. The bill, having received majority approval, was adopted, and became Ordinance No. 6859 of the City of Clayton.

CONSENT AGENDA

1. Minutes – October 24, 2023

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.

OTHER

Alderman Berkowitz reported on the following:

- Parks & Recreation
 - discussion on a request from a citizen to donate a flag with a request for it to be placed in Shaw Park.
 - reviewed the pool survey results – staff received positive feedback; locker room cleanliness continues to be a major concern.

Alderman McAndrew reported on the following:

- along with City Manager Gipson, Toni Siering, Dr. Patel, and Jason Growe they met to discuss the future “health” of The Center of Clayton.
- Polo Neighborhood annual meeting was held at The Center – great attendance; thanks to Captain Thuet for attending.
- Plan Commission/ARB
 - Reviewed plans for a cigar bar in the former Katerina’s location.
- Ward 3 coffee was held – very well attended!

Alderman Buse reported on the following:

- Parks & Recreation
 - discussion on a request from a citizen to donate a flag to be placed in Shaw Park – proposed flag would be two – three times larger than existing flag.
 - the pool survey included requests to extend the pool hours.
 - Remembrance Park construction is continuing, but slow process.
- Uniformed Pension Retirement Fund Board – met this week; reported solid investments.
- Ward 2 Comprehensive Plan meeting.
- Expressed a special thanks to the community, and staff, during this difficult week.

Alderman Patel reported on the following:

- Ward 1 coffee – main topic was the Concordia Seminary/Washington University project and safety along Big Bend Boulevard.
- Attended the St. Louis Chamber Economic Outlook Breakfast event.
- Attended the St. Louis Racial Equity Summit event on November 9; Chris Schmiz, Chair of the Clayton Equity Commission (CEC) also attended.
- CEC meeting; thanks to Chief Smith who provided an update on the Police Department. on its services related to the safety of its citizens; Committee also discussed the future of bilingual/multilingual signage.

Alderman Feder reported on the following:

- Polo Neighborhood meeting – great attendance!
- Ward 3 coffee – incredible attendance; discussions on the future of Clayton.
- Attended the St. Louis Chamber Economic Outlook Breakfast event.
- CEC meeting

- Clayton Community Foundation (CCF)
- Non-Uniformed Employees' Retirement Fund (NUERF)

Alderman Hummell reported on the following:

- NUERF – welcomed relatively new Board members, most currently a new employee member.
- Clayton Community Foundation meets tomorrow – discussion on new officers and new Board members, preparing for a meeting with the BOA.
- CRSWC meets November 17, discussion on the marketing and communications plan.

Mayor Harris reported on the following:

- Pat Kelly, Exec Dir of the Municipal League of Metro St. Louis – continuously rallies for the St. Louis region by attending legislative issues in Jefferson City.
- St. Louis Chamber Economic Outlook breakfast – presenters focused on the economy of the region.
- Busey Bank – grand opening in the Plaza Tower; building art will be provided from the Art Fair's emerging artists group.
- Art Fair meeting – reported a good year estimated \$2 million in sales.
- Continuing to work on efforts regarding the “unhoused.”
- MYAC meeting is November 15; the group will hear a presentation on the Comprehensive Plan.

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 7:37 p.m.

Mayor

ATTEST:

City Clerk

THE CITY OF CLAYTON

Board of Aldermen Strategic Discussion Session
In-Person and Virtual Meeting
November 17, 2023
3:05 p.m.

MINUTES

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

In-person: Bridget McAndrew, Susan Buse, Becky Patel, Gary Feder, Rick Hummell, and Mayor Michelle Harris. Ira Berkowitz - *arrived at 3:11 p.m.*

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

NOTE: the following item was a late addition to the agenda due to the schedule conflict between the City of Clayton Board of Aldermen scheduled meetings and the restaurant's opening.

MOTION - A LIQUOR LICENSE FOR BARCELONA LLC AT 7810, UNIT 1W FORSYTH BOULEVARD

City Manager Gipson reported that Barcelona, LLC is requesting a liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sundays, at 7810, Unit 1W Forsyth Boulevard. The Police Department has completed its review of the application and supports the issuance of the requested license. The Planning and Development department has approved the application with no objections.

Frank Schmitz, owner, was in attendance to answer questions.

Motion made by Alderman Berkowitz to grant a liquor license for Barcelona, LLC located at 7810, Unit 1W Forsyth Boulevard. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

DISCUSSION ON SERVER TRAINING AND LIQUOR LICENSES

City Manager Gipson provided a presentation.

No action taken.

DISCUSSION ON PROPERTY MAINTENANCE/TENANT BILL OF RIGHTS

City Manager Gipson provided a presentation.

No action taken.

DISCUSSION ON SUSTAINABLE PRODUCT PURCHASING POLICY

City Manager Gipson provided a presentation.

No action taken.

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

The motion passed unanimously on a voice vote.

There being no further regular meeting discussion the Board adjourned at 4:35 p.m.

Mayor

ATTEST:

City Clerk

DRAFT