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

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:00 P.M.
TUESDAY, APRIL 23, 2024
CLAYTON, MO 63105

1. Presentation on the Clayton Tomorrow 2040 plan.

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

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, APRIL 23, 2024 – 7:00 P.M. - FIRST MEETING
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

ROLL CALL

PUBLIC REQUESTS & PETITION

UNFINISHED BUSINESS

1. Ordinance – Contract for #1 Oak Knoll Park for the roof replacement project. (Bill No. 7017) – 2ND Reading

PUBLIC HEARING

1. Ordinance – Rezoning and A Planned Unit Development, and a Subdivision Plat for properties located at 726 and 734 DeMun Avenue. (Bill No. 7019, Bill No. 7020)

CONSENT AGENDA

1. Minutes – April 9, 2024
2. Motion - Certification of the April 2, 2024, Election Results.

CITY MANAGER REPORT

1. Recommendation to consider the proposed language for the Philippine Village Historical Site Commemorative Marker.
2. Ordinance – Authorizing the City Manager to execute an Encroachment Agreement with Concordia Seminary for the installation of the Philippine Village Historic Site Commemorative Marker. (Bill No. 7021)

ADJOURN SINE DIE

SWEARING IN OF ALDERMEN

SECOND MEETING

ROLL CALL

PUBLIC REQUESTS & PETITIONS

CITY MANAGER REPORT

1. Ordinance - A contract with Seals Enterprises, Inc. for 10 N. Bemiston Avenue Window Replacements Project. (Bill No. 7022)
2. Ordinance – A contract with Kingsland Concrete Contractor, LLC., for the ADA Improvements FY2024 Project. (Bill No. 7023)

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
TONI SIERING, DIRECTOR OF PARKS & RECREATION
DATE: APRIL 23, 2024
SUBJECT: ORDINANCE – A CONTRACT FOR THE #1 OAK KNOLL PARK ROOF REPLACEMENT PROJECT

The City of Clayton entered into a lease agreement with Clayton Early Childhood Center for the property at #1 Oak Knoll Park effective January 1, 2023, for a term of 10 years, plus an option period for an additional ten years. That lease agreement specified that the City is required to replace the roof at #1 Oak Knoll Park prior to January 1, 2025. To that end, bid documents for the #1 Oak Knoll Park Roof Replacement Project were issued on December 1, 2023. The scope of work includes removal and replacement of current roofing system with the same slate tiles, removal and replacement of current copper flashing, gutters and downspouts with the same materials, as well as the repair of defective underlayment as necessary.

The City received three responsive bids for this work on January 25, 2024, and the lowest bid was from Vince Graye Slate and Tile Roofing Co., Inc. in the amount of \$653,494. After some clarifying questions, the City received an amended bid from Vince Graye Slate and Tile Roofing Co. in the amount of \$609,847. At that time, it was noted that, should the Board wish to move forward with the amended bid from Vince Graye Slate and Tile Roofing Co., Inc., materials will need to be ordered by March 11, 2024 to ensure the project can be completed by December 31, 2024 (as stipulated in the City's lease agreement with the Clayton Early Childhood Center).

As the low bid received was over the City's budgeted amount of \$500,000 for the project, staff was instructed to re-bid the project with multiple bid alternates. Bid alternates for the roof material included Faux Synthetic Slate Tiles and Slate-Like Architectural Shingles, as well as to replace the flashing, gutters and downspouts with a material other than copper. Re-bid documents for the #1 Oak Knoll Park Roof Replacement Project were issued on March 1, 2024. Three responsive bids were received for this project on March 26, 2024. The following is a summary of the original amended bid from Vince Graye Slate and Tile Roofing Co., Inc., along with the re-bid alternates.

	Roady Exteriors	Lakeside Roofing	Vince Graye
Slate Roof with Copper FSG	did not bid	\$ 702,946	\$ 609,847
Slate Roof Alternate Material FSG	did not bid	not included	not included
Faux Synthetic Slate Tiles with Copper FSG	\$ 336,367	\$ 664,225	\$ 447,259
Faux Synthetic Slate Tiles with Alternate Material FSG	\$ 302,969	\$ 641,875	\$ 418,285
Slate-Look Architectural Shingle with Copper FSG	\$ 260,449	\$ 463,973	\$ 346,390
<i>FSG = Flashing/ Gutters/ Downspouts</i>			

The products submitted by all three bidders each have a 50-year limited warranty for both the faux slate synthetic tiles and the slate look architectural asphalt shingles. This type of warranty generally means that the materials will be prorated depending on how many years of life the owner got out of the tiles/shingles.

Materials for both the synthetic faux slate tile and the architectural asphalt shingles are more readily available and the project could be scheduled for completion prior to December 31, 2024. Staff will begin executing a contract based on the Board's decision on materials.

BILL NO. 7017

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT FOR THE #1 OAK KNOLL PARK ROOF REPLACEMENT PROJECT

WHEREAS, the proposed Roof Replacement Project at #1 Oak Knoll Park will preserve a significant structure in the history of Clayton and have a positive impact on the preservation of a facility owned by the City of Clayton: and

WHEREAS, the City has advertised for and invited bids for the Roof Replacement Project and several responsive bids were received for different types of materials, and the Board of Aldermen have determined that the bid hereinafter approved will best serve to protect and preserve the City's valuable building at a cost which the City can afford;

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

Section 1. The City Manager of the City of Clayton, Missouri is hereby authorized to enter into a contract for installation of a slate roof and copper gutters with Vince Graye Slate and Tile Roofing Co. for the #1 Oak Knoll Park Roof Replacement Project 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 Parks & Recreation in a cumulative amount not to exceed \$65,000, 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 from and after its passage by the Board of Aldermen.

Adopted the ___ day of April 2024.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: APRIL 23, 2024

SUBJECT: ORDINANCES – REZONING, A PLANNED UNIT DEVELOPMENT & A MINOR SUBDIVISION PLAT FOR 726 & 734 DEMUN AVENUE.

BACKGROUND

This request is for a Public Hearing for review and consideration of the rezoning and related Planned Unit Development for a proposed mixed-use development. The rezoning, Planned Unit Development, and Subdivision Plat are being addressed together in this report, though the plat and the land use elements entail separate ordinances on the Board's agenda. The project received Architectural Review Board approval and the Plan Commission recommended approval of the Site Plan, Subdivision Plat, Rezoning and Development Plan on April 1, 2024.

PROJECT DESCRIPTION

The 11,052 square foot site includes two parcels located along DeMun Avenue between South Rosebury Avenue and North Rosebury Avenue. The properties have a zoning designation of C-1 Neighborhood Commercial and are currently developed with three-story mixed-use buildings and one-story accessory structures.

The proposed project consists of the consolidation of 726 and 734 DeMun Avenue, renovation of the existing buildings, demolition of the rear accessory structures, and construction of a new rear addition. The proposed development measures 24,338 square feet, three stories above grade, and includes 24 hotel rooms, 2,894 square feet of retail/restaurant spaces, five on-site parking spaces, and an agreement to lease 30 parking spaces from Concordia Seminary.

Access to the onsite parking and back of house areas is provided from the alley. The main entrance to the hotel is on North Rosebury Avenue. The applicant is also requesting that three adjacent street parking spaces are converted to restricted drop-off spaces. Pedestrian connections to the hotel and retail uses are provided from all three streets. The existing City standard streetscape will be maintained.

PUD ANALYSIS

The proposed development is a mixed-use PUD. A mixed-use PUD must contain a reasonable ratio of areas devoted to distinct land use categories as determined by the Board of Aldermen in the exercise of its legislative discretion. In determining the reasonableness of the areas devoted to distinct uses, the Board of Aldermen may take into account the general character of the area within which the project site is located; the overall size of the project; the configuration of the proposed building(s) and the site layout; the need for non-residential services or a category of use in the area; and other factors which the Board finds relevant to such an analysis in a given case. The first floor of any mixed-use building shall include commercial land uses with public entrances to these uses from an adjoining street; non-residential uses are also allowed on other floors of a mixed-use building.

The project is located at the center of the DeMun neighborhood, which contains a greater population density than others in Clayton and has a concentration of neighborhood commercial activity. The addition of the 24 hotel rooms creates new demand to support commercial uses in addition to the residents nearby. Staff are of the opinion that the addition of the hotel, whose guests will likely patronize local businesses, will continue to support and grow local commercial activity.

The project seeks relief from certain development standards that are set forth in the current C-1 District. The current required development standards and the proposed modifications to those standards are identified in *Table 1: Required Code Alternatives*, below.

TABLE 1: REQUIRED CODE ALTERNATIVES				
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	WAIVER REQUIRED	POINTS
Required for all PUD projects				10
405.2880(A)(2)	The required rear yard setback in a "C-1" District is twenty-five (25) feet from the rear property line to the closest rear wall of the principal structure. However, where a rear property line abuts an alley, one-half (½) of the width of that alley may be considered part of the required rear yard setback.	4.5 feet to property line or 12.5 feet to center of alley	Yes	5
405.294	Hotel use is not permitted in C-1 except if approved through PUD	Yes, a hotel use is proposed	Yes	5
TOTAL POINTS REQUIRED				20

PUD POINTS & 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 of the original zoning district. The Board of Aldermen may approve alternatives to the zoning regulations, subdivision regulations, or design standards applicable to the property proposed to be rezoned to a PUD in exchange for developer provided public benefits, as authorized in Section 405.1380.

The number of requested modifications to the development standards drive the number of public benefits that the developer is required to provide in terms of a point scale that is set forth in Section 405.1380 of the Zoning Regulations. All PUDs shall provide at least one public benefit or combination of public benefits that total at least ten points beyond those additional points required for any desired code alternatives, even if no code alternative is requested. After the minimum ten points are achieved, the developer shall provide a public benefit or combination of public benefits totaling at least five points for each code alternative requested. For multiple requests for the same alternative (i.e. side yard setback alternatives on two sides) only one public benefit totaling five points is required. The total amount of points required to be achieved as a result of providing public benefits for this project is 30 (see *Table 1*, on page 3).

Section 405.1380(B)(1-15) characterizes public benefits that are considered approximate examples of benefits and Table 405.1390.1 assigns each listed benefit a maximum point value. Public benefits are not limited to those outlined in Section 405.1380(B)(1-15), and a developer may propose different public benefits in their application for PUD rezoning to be assessed by the Board of Aldermen per 405.1380(B)(16).

Table 2: Review of Proposed Public Benefits, on the following page, outlines the public benefits identified by the applicant and staff. Staff analysis of the proposed benefits is included in *Table 2* along with a recommended point value. While each PUD in the City is different and should be reviewed individually, there should also be some level of consistency in how similar features are reviewed and scored. Features or elements of new projects that are similar to previous projects may be valued differently as the individual project, site, conditions, community, and goals may change. As part of the analysis of the proposed project and benefits, staff reviewed how other PUD projects were scored in addition to the specific context of this project and City goals. The Plan Commission voted to recommend the staff point analysis to the Board of Aldermen, totaling 21 public benefit points.

TABLE 2: REVIEW OF PROPOSED PUBLIC BENEFITS

CODE SECTION	CODE STANDARD	POSSIBLE PTS SCALE	APPLICANT'S PUBLIC BENEFIT DESCRIPTION	REQUESTED PTS	PC PTS	STAFF ANALYSIS
405.1380(B)(1)	Constructing buildings exhibiting architectural distinction and significance that would make the development unique.	0-5	The first benefit is from section 405.1380(1), constructing buildings exhibiting Architectural distinction and significance that would make the development unique, requesting (5) points. The new addition is designed to have architectural character that will complement the existing building and surrounding context, while also standing out with unique details and charm to add new layers of design interest to the neighborhood.	5	5	The proposed expansion of the existing buildings will incorporate high quality materials and is styled to complement the historic character of surrounding structures. The proposed project will revive and enhance features of the existing façades and includes an addition that appropriately blends new and old construction.
405.1380(B)(5) (a — h)	Sustainable Building Design and Construction.	0-1 per standard	The seventh benefit is the sustainability practice of adaptive reuse, requesting (1) point. Adapting and reusing an existing building.	1	0	Points for adaptive reuse of building provided elsewhere.
			Appropriate building siting	1	1	
405.1380(B)(14)	Preservation of buildings which are architecturally or historically significant or contribute to the character of the City.	0-7	The second benefit is from section 405.1380 (14), preservation of buildings which are architecturally or historically significant or contribute to the character of the City, requesting (7) points. The two existing buildings on the site are right at the center of DeMun Ave, and the DeMun neighborhood as a whole. They strongly contribute to the current feel of the street and neighborhood. By preserving and restoring these historic buildings, we are preserving the character of the area.	7	7	The development includes the restoration and expansion of two buildings that are significant to the character of the DeMun neighborhood. The buildings contain a significant portion of the retail that anchors DeMun. The renovations will contribute to the continued maintenance and lifespan of the buildings. Proposed modifications will also enhance existing architectural features with upgraded materials and windows.
405.1380(B)(16)	Any other public benefit which is determined by the Board of Aldermen to meet the purpose and objectives set forth in Section 405.1360.	Determined by BOA	Currently, there is zero on-site parking; we are adding 5 s managing to do so without adding a traditional parking lot to the site. The spaces are tucked under and behind portions of the building, accessed off the alleyway, allowing the whole site to be utilized for building frontage of the streets.	3	3	The proposed spaces are an improvement on the existing condition without compromising the character of the block. The use of a shared parking agreement with a neighbor represents a creative solution to an existing issue that benefits both parties and the public.
			Currently, the existing buildings do not fill the site, which creates large gaps int he street frontage along N & S Rosebury. By filling these gaps, it creates a much more pleasant pedestrian experience, and a better urban design.	3	3	The proposed design will wrap both corners and extend street activation on to North and South Rosebury. This activation will contribute to the walkable, neighborhood commercial character of DeMun.
			Currently, only a small portion of retail faces N Rosebury; the new design will have the hotel entry off of N Rosebury, and a new larger section of retail on S Rosebury. This will wrap the pedestrian friendly experience around the building, continuing it onto the side streets and not just focusing on DeMun Ave.	3	0	Similar to benefit above.
			Currently the alley and all the dumpsters and alley functions are very open to view on N & S Rosebury. By creating an alley court in the building, we can shield these functions from the street view and provide a more pleasant experience walking along the street.	3	2	The proposed design moves back of house services out of public view while also providing additional alley width. The proposal does not include dedicating additional alley width but does remove dumpsters and other elements from the alley which will support a safer sight line and flow.
			Total	25	21	Minimum of 30 Required

CRITERIA FOR APPROVAL

The approval criteria are set forth in Section 405.1410 and are designed to achieve the objectives as set forth in Section 405.1360 of the Zoning Code. The Plan Commission may recommend, and the Board of Aldermen may adopt, modifications to the requirements contained in Chapter 405.010 et. seq. titled Zoning Regulations as amended and Chapter 415.010 et. seq. titled Subdivision Regulations as amended, as part of its consideration and approval of a PUD. In considering and acting upon development plans, landscape plans, and other applicable plans, the Plan Commission shall take the following objectives into consideration through the PUD process:

Master Plan

- 1) *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 as set forth in the City's Master Plans:*

The site is located in the Hi-Pointe/DeMun Area as designated in the 1975 Clayton Master Plan. The Master Plan calls for maintaining and encouraging convenience retail and preserving the existing building styles and density. The Master Plan also specifically identifies replacing the unused garages along the subject property with functional parking. The proposed project aligns with the existing goals by maintaining the existing first floor retail, enhancing the existing buildings, and providing on-site parking.

Compatibility

- 2) *A project's compatibility with its environment and with other land uses and buildings existing in the surrounding area.*
- 3) *The proposed site layout and uses are compatible with the neighborhood surrounding the proposed development and the City as a whole.*

The DeMun neighborhood comprises medium density multi-family buildings with single-family homes to the north and south, Forest Park to the east, and Concordia Seminary to the west. The project comprises a prominent block on DeMun Avenue. The subject and surrounding blocks contain a variety of commercial businesses that contribute to the defining character of the neighborhood. The existing structure, which currently contains 16 residential units, would be renovated, and expanded to become 24 hotel rooms. The use of a hotel proportional in size and scale to the neighborhood, would likely contribute to local commercial activity while limiting impact on neighborhood character. Additionally, the proposed addition is of a consistent massing and compatible material to that of the surrounding structures. Staff are of the opinion that the renovation and use of the site as proposed is proportional and compatible to the neighborhood and surrounding area.

- 4) *The location and screening of a project's air-conditioning units and other associated equipment.*

Mechanical equipment will be located on the roof and screened by a parapet.

- 5) *The location, adequacy, and screening for trash.*

Trash will be stored in enclosures accessed via the rear alley. The proposed enclosure with gates will be an improvement to existing conditions, with a centralized location for all containers that would not potentially impede the alley.

Stormwater, Open Space, and Landscaping

- 6) *Provisions for storm surface drainage shall be in accordance with the City's design standards. Stormwater drainage shall be connected to a storm sewer whenever one is available as determined by the City. Disposal of storm or natural waters both on and off the site shall be provided in such a manner as not to have a detrimental effect on the property of others or the public right-of-way.*

The existing and proposed site coverage is 100 percent impervious. No stormwater mitigation is proposed or required. There would be no change in differential runoff.

- 7) *The design of the project is as consistent as practical with the preservation of natural features of the site such as stands of mature trees, steep slopes, natural drainage ways, or other areas of sensitive or valuable environment character. The topography of the property is preserved to the greatest extent possible.*

The site is currently developed with 100 percent impervious material and no natural features are currently present. Existing rear accessory structures will be demolished and replaced with an addition to the main structure. Surrounding street trees are proposed to remain.

- 8) *The quality and quantity of public and common open space and landscaping provided are consistent with higher standards of design and amenities expected of a PUD. Common spaces are adequate in size and design to accommodate public use:*
- 9) *The applicant is required to submit a separate landscape plan showing existing trees, trees to be removed and trees to be replaced by caliper, species and condition. Such plans must reflect City of Clayton preservation standards.*
- 10) *The quantity, quality, utility, size and type of a project's required open space and proposed landscaping improvements.*

The site is currently developed with 100 percent impervious material and no landscaping is proposed. The west side of the property, facing DeMun Avenue, features outdoor dining and sidewalk space that is proposed to remain unchanged during and after the renovation. The proposed renderings also depict various planters along the sidewalk and window planting baskets along the upper floors.

Driveways, Sidewalks, Curbs and Gutters

- 11) *The site plan must state that all driveways, sidewalks, curbs and gutters are to be installed in accordance with the standards prescribed by the Public Works Department (PWD).*

The developer has stated they intend to comply with all City standards and specifications regarding the construction of adjacent streetscapes.

Utilities

- 12) *Provision of hookups to public utilities connections shall be installed in accordance with the standards of the Public Works Department. All connections shall be shown on the site plan.*
- 13) *A project's impact will not overtax public utilities, services, or other municipal facilities.*
- 14) *Existing or proposed utility services are adequate for the proposed development.*

Adequate utility services are available for the proposed development. At this time, Staff do not anticipate adverse impacts regarding public utilities, services, or municipal facilities.

Lighting

- 15) *All developments shall provide adequate lighting to assure safety and security. Lighting installations shall not have an adverse impact on traffic safety or on the surrounding area. Light sources shall be shielded and there shall be no spillover onto adjacent properties.*

Exterior lighting is proposed for the stair exits and hotel lobby entrance. Much of the western exterior is served by existing street lighting.

External Circulation

- 16) *Streets, sidewalks, pedestrian ways, bike paths, off-street parking and loading as appropriate to the planned land uses are provided and meet the City of Clayton standards. They will not unduly interfere with the safety and capacity of adjacent streets, or other means of access to the site.*

The City's contracted traffic engineer completed a Traffic Impact Study (TIS) for the proposed development. The proposed development should generate fewer trips during peak hours than the existing use. The proposed main hotel entrance is located on North Rosebury Avenue and access to the various retail spaces is distributed across the site. Vehicles will be able to utilize DeMun Avenue, North Rosebury Avenue, or South Rosebury Avenue and the alley to access the site. This allows for distribution of trips to and from the site on multiple streets.

Internal Circulation

- 17) *The internal circulation system of the proposed development encourages safe movement for vehicles and pedestrians and provides public access to green areas and open space preserved on site which are designated for public use.*

Circulation for the existing retail areas to remain will be unchanged. The proposed renovations and addition for the hotel will connect the two separate buildings on the property on the upper levels. Staff do not anticipate conflicts with internal circulation.

Parking, Bicycle Racks, and Traffic Circulation

- 18) *The ability of a project's traffic circulation system to provide for the convenient and safe internal and external movement of vehicles and pedestrians.*

The development provides pedestrian access for all uses directly from the public sidewalk. Existing sidewalks and paths will provide a safe pedestrian connection between the hotel and the off-site parking. Internal and external circulation is designed to support safe and convenient movements of vehicles and pedestrians. Bicycles and storage are also proposed for hotel guests to encourage and facilitate bicycle use as a means of transportation.

- 19) *The type and location of parking provisions.*

A Parking Study was conducted by the City's contracted traffic engineer to determine a comfortable parking requirement for the proposed development. The parking study recommended a minimum of 28 parking spaces, 7 spaces fewer than proposed. The proposal includes five on-site spaces and an additional 30 spaces that will be leased from Concordia Seminary. Cars may be valeted or parked by guests. The five on-site parking spaces will be reserved for use by hotel guests. The applicant has stated that a parking plan and options will be provided to all guests identifying the location of the off-site parking on Concordia Seminary. Hotel staff will also be directed to use the reserved off-site parking spaces.

The applicant is requesting that three street parking spaces on North Rosebury Avenue are reserved for drop-off spaces for the hotel. Street parking is at a premium in this area and supports the neighborhood businesses and residents. Based on the estimated arrival pattern and guest turnover

predicted by the applicant along with the five new on-site parking spaces, the City does not feel that there is evidence of demand needed to support the request. The Public Works Department will work with the applicant to determine the appropriate arrangement to balance needs of the hotel and needs of the neighborhood.

- 20) *Parking should be located within the City block interior and surface parking should not abut any sidewalk.*

The parking to be located on-site will be located at the rear of the structure and accessed via the alley.

- 21) *Per Section 405.3670 Bicycle Parking Regulations are required when the City has to approve a site plan.*

Per Section 405.3670(B)(1), one bicycle rack is required per 3,000 square feet of retail and one bicycle rack is required per 20 parking spaces for other uses (uses not categorized as multifamily, general retail, restaurant, office, or parking structure). Based on the configuration of uses, the PUD requires at least three bicycle racks. The plan proposes a bike rack to support five bikes to be located on the north side of the alley. Additionally, a bike rack is proposed in the courtyard for both guests and rented bikes.

Design and Layout

- 22) *The PUD represents a more creative approach to the unified planning of development and incorporates a higher standard of integrated design and amenity than could be achieved under otherwise applicable zoning district and subdivision regulations.*

The proposed project is compatible with surrounding developments in terms of intensity of land use and by providing a mix of uses and density along DeMun Avenue. The project proposes adaptive reuse of an existing structure that is likely to increase foot traffic for local businesses.

- 23) *Footprint geometry should be square and true with the roadway to the extent possible. Odd shapes and building orientation which competes with the total urban setting should be avoided.*

The proposed development builds off the existing orientation of the building. The massing of the addition will be identical to that of the existing structure. Entrances to commercial bays will remain on or adjacent to DeMun Avenue.

Buffering

- 24) *Appropriate buffering is provided to protect adjacent land uses from light, noise, and visual impacts.*

Surrounding land uses are similar in nature and scale, with mixed uses to the north and south and similar massing throughout the DeMun neighborhood.

Other Applicable Codes and Ordinances

- 25) *The proposed development complies with all other codes and ordinances.*

The design element complies with the Architectural Review Guidelines and code requirements for which the applicant is not seeking relief as part of the PUD.

Points

26) *The proposed development provides the required number of points to the extent outlined in Section 405.1380.*

See analysis above. The Plan Commission and staff are of the opinion that the proposed PUD has incorporated enough public benefits.

Public Welfare

27) *The PUD will not be detrimental to the public health, safety, or general welfare.*

Provided the development is built in accordance with the zoning ordinance, the PUD ordinance, the approved site plan, and all applicable building and safety codes, the PUD should not be detrimental to public health, safety, or general welfare.

CONCLUSION

The proposed project will provide a proportional mixed-use development on a prominent block in DeMun. The development is of a use and massing compatible with the surrounding area. The introduction of hotel use is likely to contribute additional foot traffic and patronage for businesses located in DeMun. The development is providing several public benefits outlined in *Table 2*. Staff are of the opinion that the proposed plan conforms to the requirements of a PUD and provides an appropriate number of public benefits.

STAFF RECOMMENDATION

Staff recommends the Board of Aldermen approve the rezoning and Planned Unit Development per the required development commitments set forth in the Ordinance Exhibit C, Hotel DeMun PUD Document.

Staff recommends the Board of Aldermen approve the subdivision plat with the conditions set forth in the ordinance for adoption.

BILL NO. 7019

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY LOCATED AT 726 AND 734 DEMUN AVENUE TO A PLANNED UNIT DEVELOPMENT DISTRICT TO BE KNOWN AS THE HOTEL DEMUN PLANNED UNIT DISTRICT; PROVIDING FOR THE CHANGE IN THE ZONING MAP OF THE CITY OF CLAYTON, MISSOURI; APPROVING A PLANNED UNIT DEVELOPMENT FOR THE SUBJECT PROPERTY; AND OTHER ACTIONS RELATED THERETO

WHEREAS, Chapter 405, Article X “Planned Unit Development”, Section 405.1360 “Purpose Statement” of the City’s Land Use Code states that “Planned Unit Developments are a distinct zoning district”; and

WHEREAS, on December 10, 2023, a request for the rezoning of assembled property known as 726 and 734 DeMun Avenue (collectively, the “Site”) from C-1 Neighborhood Commercial District to a Planned Unit Development District was received from Sheila Miranda of CORE10 Architecture on behalf of 728 De Mun LLC, (the “Developer”); and

WHEREAS, The Developer submitted an application for approval of a mixed-use planned unit development plan on December 10, 2023, which was revised on March 6, 2024, (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 or personal care service, hotel, and parking. The mixed-use structure contains approximately twenty-four thousand three-hundred and thirty-eight square-feet (24,338) of gross floor area, including 24 hotel rooms, 2,894 square-feet of retail, and five on-site parking spaces. The development also has the right to use 30 parking spaces in a surface lot located on Concordia Seminary property; and

WHEREAS, on April 1, 2024, the Plan Commission recommended that the proposed rezoning and Development Plan be approved by the Board of Aldermen; 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 April 23, 2024, to consider the request and recommendation; 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 726 and 734 DeMun Avenue, more fully described in Exhibit A, attached hereto and incorporated herein by reference, is hereby changed from C-1 Neighborhood 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 March 6, 2024, 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 two following zoning requirements which would otherwise be applicable to the subject property, to wit: the rear yard setback and hotel use restriction of the C-1 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	5	Expansion of the existing buildings will incorporate high quality materials and is styled to complement the historic character of surrounding structures. The project will revive and enhance features of the existing façades and includes an addition that appropriately blends new and old construction.
405.1380(B)(5)(a-h)	Sustainable Building Design and Construction	1	Appropriate building siting: orientation per LEED guidelines.
405.1380(B)(14)	Preservation of Architecturally or Historically Significant Buildings	7	The development includes the restoration and expansion of two buildings that are significant to the character of the DeMun neighborhood. The buildings contain a significant portion of the retail that anchors DeMun. The renovations will contribute to the continued maintenance and lifespan of the buildings. The existing architectural features will be enhanced with upgraded materials and windows.
405.1380(B)(16)	Parking	3	The parking spaces are an improvement on the existing condition without compromising the character of the block. The use of a shared parking agreement with a neighbor represents a creative solution to an existing issue that benefits both parties and the public.
	Urban Design Principles	3	The building will wrap both corners and extend street activation on to North and South Rosebury. Activation will contribute to the walkable, neighborhood commercial character of DeMun.
	Improved Right-of-Way Circulation	2	The design moves back of house services out of public view while also providing additional alley width. The plan does not include dedicating additional alley width but does remove dumpsters and other elements from the alley which will support a safer sight line and flow.

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 _____ 2024.

Mayor

ATTEST:

City Clerk

Exhibit A Legal Description

The North 55 feet of the West part of Lot 43 of Demun Park, according to the plat thereof in Plat Book 18, Page 12 of the St. Louis County Records, fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 99 feet 5 and $\frac{3}{4}$ inches on its North line and 101 feet and 8 and $\frac{1}{8}$ inches on its South line to an alley, on which there is a width of 55 feet.

Part of Lot 43 of De Mun Park, according to the plat thereof recorded in Plat Book 18 on Page 12 of the St. Louis County Records, and described as fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 103.97 feet, more or less, measured along the North line of South Rosebury Avenue, bounded East by a line parallel with and 65 feet, more or less, West of the West line of Lot 42 of said Subdivision and being the South part of the West part of said Lot 43.

**HOTEL DEMUN
A
PLANNED UNIT DEVELOPMENT (PUD)**

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

DATE REVIEWED BY PLAN COMMISSION **April 1, 2024**

DATE APPROVED BY BOARD OF ALDERMEN **_____**

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 site is located in the Hi-Pointe/DeMun Area as designated in the 1975 Clayton Master Plan. The Master Plan calls for maintaining and encouraging convenience retail and preserving the existing building styles and density. The proposed project aligns with the existing goals by maintaining the existing first floor retail, enhancing the existing buildings, and providing on-site parking. The design will contribute to a walkable environment, consistent with the Master Plan.

Development of Hotel DeMun 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-1" District in effect at the time of building permit application, listed on pages 3 and 4.
2. Hotel.

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-1" ZONING DISTRICT	"C-1"
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
Places of religious worship. Places of religious worship may be erected to a height not exceeding 75 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.	P
Retail establishments.	P

PERMITTED USES FOR THE "C-1" ZONING DISTRICT	"C-1"
Academy (including dancing, painting, theater, karate and similar disciplines).	C
Automobile agencies.	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 general ordinance.	C
Day care, nursery, pre-kindergarten, play and special schools and kindergarten.	C
Facilities (subject to Article XXVII).	P
Grocery stores.	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 otherwise permitted in the district in which the building is built.	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
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
Utility, utility station or substation.	C
Veterinary Hospital/Clinic	C
Wind energy systems, building-mounted (subject to the provisions of Article XXVIII).	C

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)	36 feet from average grade to top of flat roof or three stories 43 feet from grade to the top of screening, parapet, elevator/stair overruns
Setback (rear)	4.5 feet
Setback (front)	0 feet
Parking Minimum (automobile)	5 spaces on-site, 30 spaces off-site
Parking Minimum (bicycle)	3 racks to support guest and public users
Commercial Space	2,894 square feet of retail/personal care service
Hotel Units	24 dwelling units

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

The North 55 feet of the West part of Lot 43 of Demun Park, according to the plat thereof in Plat Book 18, Page 12 of the St. Louis County Records, fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 99 feet 5 and ¾ inches on its North line and 101 feet and 8 and 1/8 inches on its South line to an alley, on which there is a width of 55 feet.

Part of Lot 43 of De Mun Park, according to the plat thereof recorded in Plat Book 18 on Page 12 of the St. Louis County Records, and described as fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 103.97 feet, more or less, measured along the North line of South Rosebury Avenue, bounded East by a line parallel with and 65 feet, more or less, West of the West line of Lot 42 of said Subdivision and being the South part of the West part of said Lot 43.

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	5	Expansion of the existing buildings will incorporate high quality materials and is styled to complement the historic character of surrounding structures. The project will revive and enhance features of the existing façades and includes an addition that appropriately blends new and old construction.
405.1380(B)(5)(a-h)	Sustainable Building Design and Construction	1	Appropriate building siting: orientation per LEED guidelines.
405.1380(B)(14)	Preservation of Architecturally or Historically Significant Buildings	7	The development includes the restoration and expansion of two buildings that are significant to the character of the DeMun neighborhood. The buildings contain a significant portion of the retail that anchors DeMun. The renovations will contribute to the continued maintenance and lifespan of the buildings. The existing architectural features will be enhanced with upgraded materials and windows.
405.1380(B)(16)	Parking	3	The parking spaces are an improvement on the existing condition without compromising the character of the block. The use of a shared parking agreement with a neighbor represents a creative solution to an existing issue that benefits both parties and the public.
	Urban Design Principles	3	The building will wrap both corners and extend street activation on to North and South Rosebury. Activation will contribute to the walkable, neighborhood commercial character of DeMun.
	Improved Right-of-Way Circulation	2	The design moves back of house services out of public view while also providing additional alley width. The plan does not include dedicating additional alley width but does remove dumpsters and other elements from the alley which will support a safer sight line and flow.

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 a minimum of 30 off-site parking spaces within 1,000 feet of the site for use by hotel guests, visitors, and/or employees of the development.
- B. A minimum of three 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.
- D. Impacts of sidewalk closures and temporary pedestrian path requirements shall be evaluated by Public Works prior to issuing a Demolition Permit and again prior to issuing a Building Permit.
- E. Use of street parking spaces for hotel specific drop-off or valet services shall be coordinated with and approved by the Public Works Department prior to commencement or installation of related signage.

2. 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.

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.
- B. All other applicable local, state or federal permits must be obtained before commencement of the development.
- C. 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 March 6, 2024.
- D. 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.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY KNOWN AS 726 AND 734 DEMUN AVENUE IN THE CITY OF CLAYTON, MISSOURI.

WHEREAS, there presently exist in the City of Clayton two lots addressed 726 and 734 DeMun Avenue, more particularly described as follows:

Tract of Land being part of Lot 43 of De Mun Park, according to the plat thereof recorded in Plat Book 18 Page 12 of the St. Louis County records, and described as fronting 55.05 feet on the East line of De Mun Avenue by a depth Eastwardly of 103.97 feet, more or less, measured along the North Line of South Rosebury Avenue, West of the West line of Lot 42 of said Subdivision and being the South part of the West part of said Lot 43.

WHEREAS, the owner of said property desires to consolidate said lots in accordance with the City of Clayton Subdivision Ordinance, and has submitted the plat of said property to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance; and

WHEREAS, the City Plan Commission has considered the plat and recommended approval as hereinafter provided.

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

Section 1. The consolidation and boundary adjustment of the above-described property in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved and the plat is authorized to be filed in the office of the Recorder of Deeds.

Section 2. The City Clerk of the City of Clayton is authorized and directed on behalf of the City to sign the original plat of consolidation of the subject property. The owner (applicant) must provide a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements.

Section 3. Approval of this Plat is intended solely to facilitate redevelopment of the subject properties as authorized by the Rezoning and Planned Unit Development Approval Ordinance (Ordinance No __) adopted concurrently herewith, which rezoning and PUD approval is subject to lapse and the time limit specified in the City's Land Use Regulations, Section 405.1460. Accordingly, if the Plat approved hereby is not filed with the St. Louis County Recorder of Deeds prior to the deadline and the time limit applicable to the Rezoning and PUD Ordinance aforesaid the approval and authorization for filing of the Plat and the concurrent right of way shall lapse and this Ordinance shall be of no further force and effect.

Section 4. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office prior to application for construction or demolition permits for the property as approved under the Rezoning and Planned Unit Development Ordinance.

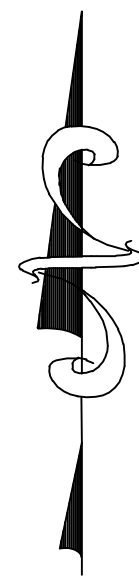
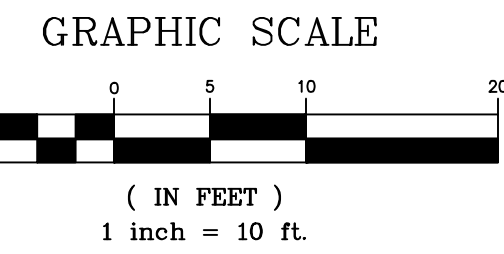
Section 5. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 23rd day of April 2024

Mayor

ATTEST:

City Clerk



DE MUN PARK WEST PART OF LOT 43 CONSOLIDATION PLAT CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

OWNER'S CERTIFICATE
We, the undersigned owners of the tract of land herein platted and further described in the foregoing Surveyor's Certificate, have caused the same to be surveyed and consolidated in the manner shown on this plat, which consolidation shall hereafter be known as:

"DE MUN PARK WEST PART OF LOT 43 CONSOLIDATION PLAT"

IN WITNESS WHEREOF, We have hereunto set our hand this ____ day of _____ 20____
734 Demun, LLC

Ellen Reid, Managing Member

STATE OF MISSOURI)
)SS
) OF ST. LOUIS

On this ____ day of _____, 20____, before me appeared Ellen Reid, to me personally known, who being by me duly sworn, did say that she is Managing Member of 734 Demun, LLC, and that said instrument was signed and sealed on behalf of said limited liability company by authority of its Members, and said Ellen Reid acknowledged that said instrument to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year first above written.

My Commission Expires _____ Notary Public

CITY CLAYTON CERTIFICATE:

I, June Frazier, City Clerk of the City of Clayton, Missouri, do hereby certify that the plat of "DE MUN PARK WEST PART OF LOT 43 CONSOLIDATION PLAT" was approved in accordance with Ordinance Number _____, passed by the Board of Alderman and approved by the Mayor,

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Clayton, Missouri, this ____ day of _____ 20____

June Frazier, City Clerk

Michelle Harris, Mayor

Source of Title: Westcar Land Title Insurance Company commitment file no. 701833, dated April 21, 2021.

The North 55 feet of the West part of Lot 43 of Demun Park, according to the plat thereof recorded in Plat Book 18 Page 12 of the St. Louis County Records, fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 99 feet 5 and 3/4 inches on its North line and 101 feet and 8 and 1/2 inches on its South line to an alley, on which there is a width of 55 feet.

Source of Title: Westcar Land Title Insurance Company commitment file no. 685550, dated October 28, 2020.

Part of Lot 43 of De Mun Park, according to the plat thereof recorded in Plat Book 18 on Page 12 of the St. Louis County Records, and described as fronting 55.05 feet on the East line of Demun Avenue by a depth Eastwardly of 103.97 feet, more or less, measured along the North line of South Rosebury Avenue, bounded East by a line parallel with and 65 feet, more or less, West of the West line of Lot 42 of said Subdivision and being the South part of the West part of said Lot 43.

This is to certify that we, Topos Surveying Corporation, at the request and for the exclusive use of 734 De Mun, LLC have on the 25th day of May, 2021, executed a Property Boundary Survey and Consolidation Plat in accordance with the current Missouri Standards for Property Boundary Surveys as established by the Missouri Board for Architects, Professional Engineers, and Professional Land Surveyors and Landscape Architects, on a Tract of Land being described above and located in St. Louis County, Missouri, and that the results of said survey are represented upon this plat. The subject property is an URBAN property as defined in said Standards. The bearing reference system and easements unless referenced are taken from the record plat. This plat may not show current zoning setbacks. This Property Boundary Survey is Non-Transferable.

DE MUN (80' WIDE) AVENUE

NORTH ROSEBURY (55' WIDE) AVENUE

SOUTH ROSEBURY (55' WIDE) AVENUE

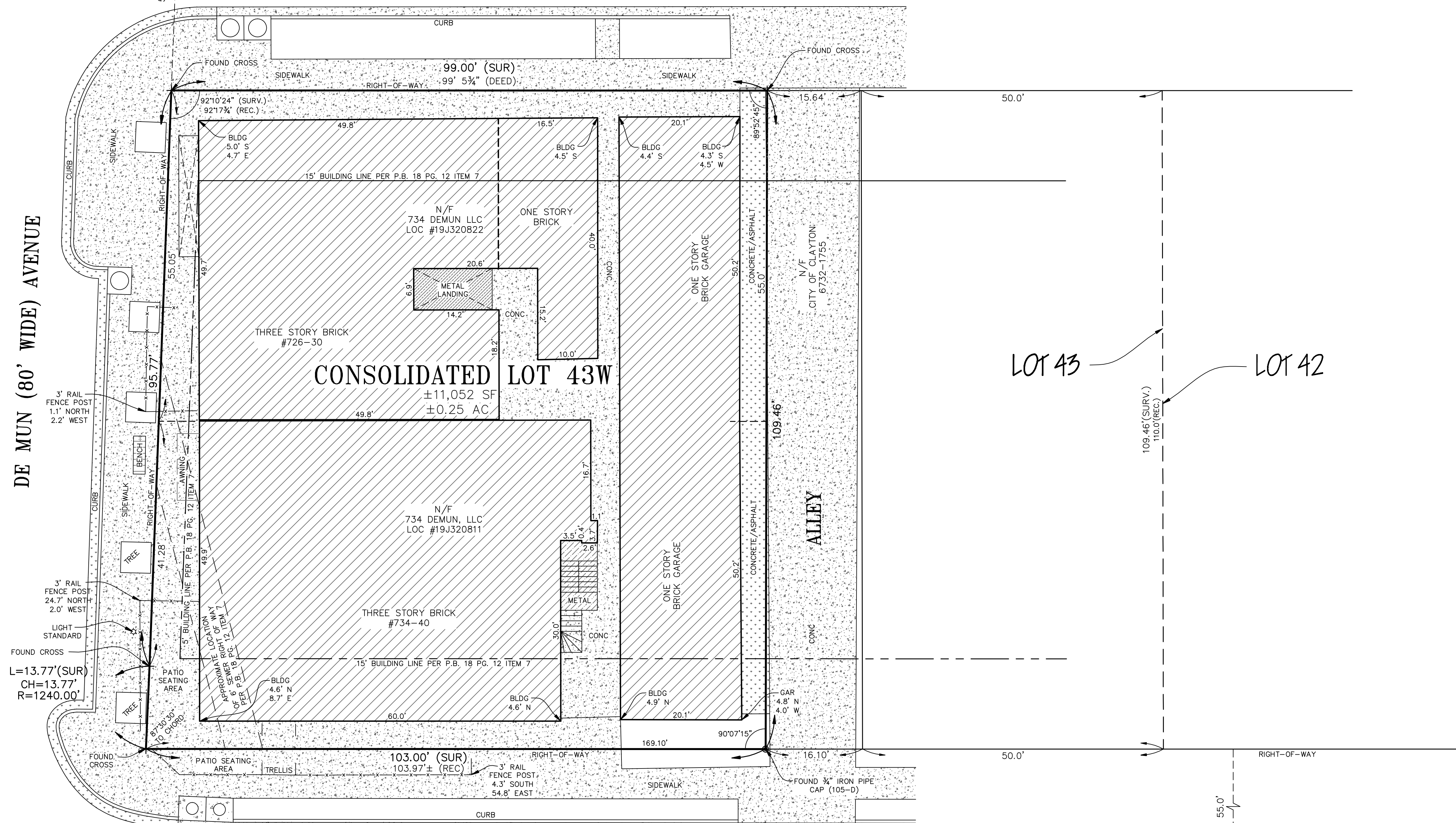
ALLEY (15' WIDE)

ALLEY

CONSOLIDATED LOT 43W
±11,052 SF
±0.25 AC

LOT 43

LOT 42



EXPIRES: DECEMBER 31, 2021

PROJECT NAME: PROPERTY BOUNDARY SURVEY AND CONSOLIDATION PLAT		PROJECT ADDRESS: 726-734 DE MUN AVENUE, CLAYTON ST. LOUIS COUNTY, MISSOURI, 63105	
TOPOS SURVEYING CORPORATION ORIGINAL CERTIFICATE NUMBER 000105			
Revisions	No.	Date	By
	Description		
790 RUE ST. FRANCOIS FLOISSANT, MISSOURI 63031 Phone (314) 838-5806 Fax (314) 838-8141		Drawn by: NLO Checked by: PJW Sur. by: PD Date: 03-15-2024	
PHILLIP J. JURM MO. REGISTRATION NO. PLS - 2278		Survey No. 0324-3 CP	

3 1/2 STORY BRICK #6334

THREE STORY BRICK #6330

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
April 9, 2024
7:00 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, Gary Feder, Rick Hummell, and Mayor Michelle Harris.

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

Absent: Becky Patel

PUBLIC REQUESTS AND PETITIONS

None

PRESENTATION ON THE PLAN COMMISSION/ARCHITECTURAL REVIEW BOARD (ARB) ANNUAL REPORT

Anna Krane, Director of Planning and Development provided a PowerPoint© presentation to the Board.

CONSENT AGENDA

1. Minutes – March 26, 2024

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 Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye.

AN ORDINANCE FOR A CONTRACT FOR #1 OAK KNOLL PARK FOR THE ROOF REPLACEMENT PROJECT

City Manager Gipson reported that the City of Clayton entered into a lease agreement with Clayton Early Childhood Center for the property at #1 Oak Knoll Park effective January 1, 2023, for a term of 10 years, plus an option period for an additional ten years. That lease agreement specified that the City is required to replace the roof at #1 Oak Knoll Park prior to January 1, 2025. Bid documents for the #1 Oak Knoll Park Roof Replacement Project were issued on December 1, 2023. The City received three responsive bids for this work on January 25, 2024, and the lowest bid was from Vince Graye Slate and Tile Roofing Co., Inc. in the amount of \$653,494. After some clarifying questions, the City received an amended bid from Vince Graye Slate and Tile Roofing Co. in the amount of \$609,847.

As the low bid received was over the City's budgeted amount of \$500,000 for the project, staff was instructed to re-bid the project with multiple bid alternates. Bid alternates for the roof material included Faux Synthetic Slate Tiles and Slate-Like Architectural Shingles, as well as to replace the flashing, gutters and downspouts with a material other than copper. Re-bid documents for the #1 Oak Knoll Park Roof Replacement Project were issued on March 1, 2024. Three responsive bids were received for this project on March 26, 2024 as summarized in the staff report to the Board.

Toni Siering, Director of Parks & Recreation, was in attendance to answer questions.

Mayor Harris and the Board of Aldermen each expressed their concerns regarding the use of slate versus non-slate materials and the costs. Alderman Berkowitz requested that Mayor Harris' email to the Board regarding the subject and a copy of the letter from the Landmarks Association of St. Louis is included as part of the record of the minutes.

Motion made by Alderman Berkowitz to amend Bill No. 7017 by inserting the name of contractor, Vince Graye Slate and Tile Roofing Co. for the use of Slate Roof with Copper FSG product. Alderman McAndrew seconded.

The motion passed on a voice vote of 4 – Ayes; 2 – Nays (Aldermen McAndrew and Buse).

Alderman Berkowitz introduced Bill No. 7017, as amended, approving a contract with Vince Graye Slate and Tile Roofing Co. for the use of Slate Roof with Copper FSG product to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7017, first reading, an Ordinance Approving a Contract for the #1 Oak Knoll Park Roof Replacement Project as amended by title only.

The motion passed on a voice vote of 4 – Ayes; 2 – Nays (Aldermen McAndrew and Buse).

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 7017, as amended, on the day of its introduction. Alderman McAndrew seconded.

The motion failed on a voice vote of 4 – Ayes; 2 – Nays (Aldermen McAndrew and Buse).

AN ORDINANCE TO AMEND SECTION 130.190 - FAILURE TO APPEAR IN MUNICIPAL COURT

City Manager Gipson reported that the Clayton Community Equity Commission (CEC) had a subcommittee that discussed law enforcement and municipal court operations. One area of particular focus was the City's code provision related to the charge of failure to appear in Municipal Court. On March 14, 2024, the CEC unanimously recommended approval of the attached ordinance that modifies the failure to appear offense within the Municipal Code. The changes clarify that failure to appear is not a chargeable offense when the original charge was a minor traffic violation or municipal code violation. The revisions are consistent with state law and Missouri Supreme Court rules. The proposed ordinance revisions do not impact the ability of the Municipal Judge to issue a bench warrant for a failure to appear.

Alderman Feder inquired as to *Section 1, B., "Minor Traffic Violations," f. A traffic ordinance violation occurring within a construction zone or school zone*"; noting that it seems to be a more serious offense compared to a minor violation.

City Attorney O'Keefe stated that the section is taken directly from the Revised Statutes of Missouri 479.350 and that he will check to confirm.

Alderman Berkowitz introduced Bill No. 7018, approving an amendment to Section 130.190 – Failure to Appear in Municipal Court to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7018, first reading, an Ordinance Amending Section 130.190 Failure to Appear in Municipal Court 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. 7018 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 7018, approving an amendment to Section 130.190 – Failure to Appear in Municipal Court to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7018, first reading, an Ordinance Amending Section 130.190 Failure to Appear in Municipal Court by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6877 of the City of Clayton.

OTHER

Alderman McAndrew reported on the following:

- Plan Commission/ARB – the Commission approved the proposed Hotel DeMun project.

Alderman Buse reported on the following:

- Parks & Recreation Commission meeting was cancelled; Toni Siering sent an email update of current projects: Remembrance Park – discovered additional underground lines during construction; Anderson Park – received a request to include a skate park

Alderman Feder reported on the following:

- Clayton Chamber of Commerce Legislative meeting – Wesley Bell, St. Louis County Prosecutor, was a speaker and praised the works of the Clayton Police Department and staff for the work that they do compared to other area municipalities.

Alderman Hummel reported on the following:

- Various public engagements held recently:

- School District of Clayton Forum
- Washington University/Concordia Seminary open house
- Livable Community Master Plan
- City of Clayton “Cardinal’s Home Opener Lunch” event
- Plan Commission/ARB – Hotel DeMun
- Ward 3 Coffee
 - Clayton Community Foundation – discussion regarding public art in the east end of the city.
 - Hotel DeMun – continued concerns regarding parking were expressed

Mayor Harris reported on the following:

- East-West Gateway meeting
 - Discussed the crime reduction study and proposed plan
- “A Community Remembered” marker event was held on April 3 on the Centene property in commemoration of the Black community from the 1880s-1960s.
- “Cardinal’s Home Opener Lunch” event
- Municipal election held April 2 – congratulations to incumbents Aldermen Patel and McAndrew, and newly elected Jeffery Yorg
- Local eclipse event

As a follow-up to Alderman Feder’s question regarding Bill No. 7018, Failure to Appear in Municipal Court, City Attorney O’Keefe acknowledged that inclusion of *Section 1, B., “Minor Traffic Violations,” f. A traffic ordinance violation occurring within a construction zone or school zone*”; was inaccurately carried over into the ordinance.

City Attorney O’Keefe stated that the Board could make a motion to reconsider the vote on passage of Bill No. 7018 by anyone who voted with the prevailing side, and if passed by a majority vote, the bill could then be amended and reconsidered for passage.

Motion made by Alderman Berkowitz to reconsider Bill No. 7018. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz to amend Bill No. 7018 proposed Section 130.190 B, 1 f. by striking subsection f. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz to adopt Bill No. 7018 as amended. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

City Attorney O’Keefe reads Bill No. 7018, as amended, an Ordinance Amending Section 130. 190 Failure to Appear in Municipal Court.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6877.1 of the City of Clayton.

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

The motion passed unanimously on a voice vote.

Meeting adjourned at 8:12 p.m.

Mayor

ATTEST:

City Clerk

DRAFT



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
JUNE FRAZIER, CITY CLERK

DATE: APRIL 23, 2024

SUBJECT: MOTION – CERTIFICATION OF APRIL 2, 2024, MUNICIPAL ELECTION

On April 2, 2024, a municipal election was held for the offices of Aldermen in Wards 1, 2, and 3. The results of the municipal election as certified by the Board of Election Commissioners of St. Louis County are as follows:

Ward I	Becky Patel	368 votes
Ward II	Jeffery Yorg	492 votes
Ward III	Bridget Kenney McAndrew	685 votes

Recommendation: To adopt a motion to accept the canvassed and certified results of the April 2, 2024 municipal election.

Canvass Results Report

Election Night

Run Time 10:02 AM
Run Date 04/11/2024

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

4/2/2024

Page 60

Official Results

Registered Voters 103751 of 633978 = 16.37%
Polling Places Reporting 212 of 212 = 100.00%

CITY OF CLAYTON - WARD 1 - ALDERPERSON - Three Year Term Vote for ONE

Precinct	BECKY PATEL	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
HAD - 004	26	26	28	28	965	2.90%
HAD - 014	194	194	233	233	768	30.34%
HAD - 015	148	148	179	179	988	18.12%
Totals	368	368	440	440	2,721	16.17%

Canvass Results Report

Election Night:

Run Time: 10:02 AM

Run Date: 04/11/2024

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

4/2/2024

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Official Results

Registered Voters

108751 of 633978 = 16.37%

Polling Places Reporting

212 of 212 = 100.00%

CITY OF CLAYTON - WARD 2 - ALDERPERSON - Three Year Term Vote for ONE

Precinct	JEFFERY YORG	Cast Votes	Consolidated Results Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
CLA - 002	111	111	161	161	640	25.16%
HAD - 001	318	318	437	437	2,187	19.98%
HAD - 005	63	63	89	89	322	27.64%
Totals	492	492	687	687	3,149	21.82%

Canvass Results Report

ST. LOUIS COUNTY, MISSOURI

GENERAL MUNICIPAL ELECTION

Election Night

Run Time 10:02 AM

Run Date 04/11/2024

4/2/2024

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Official Results

Registered Voters

103751 of 633978 = 16.37%

Polling Places Reporting

212 of 212 = 100.00%

CITY OF CLAYTON - WARD 3 - ALDERPERSON - Three Year Term Vote for ONE

BRIDGET KENNEY MCANDREW	
Cast Votes	
Consolidated Results Ballots Cast	
Total Ballots Cast	
Registered Voters	
Turnout Percentage	

Precinct					
CLA - 003	268	268	334	334	1,544 21.63%
CLA - 008	297	297	363	363	1,394 26.04%
CLA - 011	120	120	149	149	581 25.65%
Totals	685	685	846	846	3,519 24.04%

WE, THE BOARD OF ELECTION COMMISSIONERS OF ST. LOUIS COUNTY, MISSOURI, ACTING AS THE VERIFICATION BOARD PURSUANT TO 115.507, RSMO, HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT ABSTRACT OF VOTES CAST AT THE GENERAL MUNICIPAL ELECTION HELD IN ST. LOUIS COUNTY, MISSOURI, ON APRIL 2, 2024. IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HAND AT OUR OFFICE IN ST. ANN, ST. LOUIS COUNTY, MISSOURI, ON APRIL 12, 2024.

ROBERT CHAMBERS, CHAIRMAN

PATRICIA VAEGER, SECRETARY

MARSHA HAEFNER, COMMISSIONER

FLORENCE HILL, COMMISSIONER





City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
ANDREA MUSKOPF, ASSISTANT CITY MANAGER
DATE: APRIL 23, 2024
SUBJECT: RECOMMENDATION TO APPROVE THE PROPOSED LANGUAGE FOR
PHILIPPINE VILLAGE HISTORICAL SITE COMEMMORATIVE MARKER

On July 25, 2023, the Mayor and Board of Aldermen approved a recommendation from the Mayor's Commemorative Landscape Task Force to commemorate the former Philippine Village at the 1904 World's Fair and present-day Philippine Village Historical Site. It is requested that the Board of Aldermen approve the proposed marker verbiage to commemorate the Philippine Village Historical Site as stated below.

Proposed commemorative marker verbiage:

The Philippine Village at the 1904 World's Fair spanned 40 acres of the present-day Wydown-Skinker and Demun neighborhoods. The exhibit was built to justify U.S. colonization of the Philippines beginning in 1898. Over 1,200 people from the Philippines lived on display for eight months in ethnological replicas of native villages and buildings, performing for fairgoers. At least 17 individuals died from pneumonia, malnutrition, suicide and other consequences of this exploitation. This marker honors the Filipinos and Indigenous Peoples from the Philippines who endured the World's Fair and recognizes their resilience and vital contributions to the cultural landscape of the City of Clayton and St. Louis, historically and today.

RECOMMENDATION: To approve the proposed language for the Philippine Village Historical Site Marker.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
ANDREA MUSKOPF, ASSISTANT CITY MANAGER
DATE: APRIL 23, 2024
RE: ORDINANCE - AN ENCROACHMENT AGREEMENT WITH CONCORDIA SEMINARY FOR THE INSTALLATION OF THE PHILIPPINE VILLAGE HISTORIC SITE COMMEMORATIVE MARKER

On July 25, 2023, the Mayor and Board of Aldermen approved a recommendation from the Mayor's Commemorative Landscape Task Force to commemorate the former Philippine Village at the 1904 World's Fair and present-day Philippine Village Historical Site. It is proposed that the marker be placed perpendicular to the sidewalk along DeMun Avenue as shown in Exhibit A, which is located on Concordia Seminary property. To place the commemorative marker, the City must enter into an Encroachment Agreement with Concordia Seminary.

STAFF RECOMMENDATION: Approve the ordinance authorizing the City Manager to execute an Encroachment Agreement with Concordia Seminary for the installation of the Philippine Village Historic Site commemorative marker.

BILL NO. 7021

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE AN ENCROACHMENT AGREEMENT WITH CONCORDIA SEMINARY FOR THE INSTALLATION OF THE PHILIPPINE VILLAGE HISTORIC SITE COMMEMORATIVE MARKER

WHEREAS, the City of Clayton desires to commemorate the former Philippine Village at the 1904 World's Fair and present-day Philippine Village Historical Site by installing a commemorative marker; and

WHEREAS, the City desires to place the historical marker on land owned by Concordia Seminary in the DeMun Neighborhood;

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

Section 1. The Board of Aldermen authorizes the City Manager to execute an Encroachment Agreement on behalf of the City with Concordia Seminary for the installation of the Philippine Village Historic Site Commemorative Marker 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, 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 from and after its passage by the Board of Aldermen.

Passed this 23rd day of April 2024.

Mayor

ATTEST:

City Clerk

Encroachment Agreement

1. Encroachment Rights. Concordia Seminary hereby grants permission to the City of Clayton (City) to install a commemorative marker (Encroachment Improvements) in the Encroachment Area as shown in Exhibit A. Except as outlined in section 6 below, the City shall have permission, right and authority to use and maintain the proposed Encroachment Improvements in the Encroachment Area for so long as such Encroachment Improvements shall exist. The City and Concordia Seminary agree to work together to determine an exact location. The City shall maintain said Encroachment Improvements to prolong the life of the same in like condition to that which is in existence at the time of this Agreement. If City does not perform maintenance within thirty (30) days (or such time as is reasonable under the circumstances) of receiving written notice of the same from Concordia Seminary, Concordia Seminary shall have the right to perform such maintenance and the City shall reimburse Concordia Seminary for the reasonable cost thereof. In the event of excavation of or disturbance to such Encroachment Improvements, Concordia Seminary agrees to cooperate with City and relocate or restore Encroachment Improvements in a mutually agreed upon area.
2. Right of approval of Content. The monuments shall be designed, including its wording, entirely by the City of Clayton. Concordia Seminary reserves the right to approve such design, including wording, prior to installation.
3. Successors. This Agreement, together with all the terms and conditions set forth herein, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.
4. Amendment. This Agreement may not be amended, modified, supplemented or altered except by a writing executed by the parties hereto or their successors-in-interest.
5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
6. Right to Cancel. This Encroachment Agreement is cancellable by either party at any time. If the City of Clayton is the cancelling party, no notice is required, and the City agrees to remove the marker and restore the area. If Concordia Seminary is the cancelling party, it will provide a minimum of 6 months' notice to the City, remove and deliver the monument to the City, and restore the area.

IN WITNESS WHEREOF, City and Concordia Seminary have hereunto set their hands and seals as of the day and year first above written.

CONCORDIA SEMINARY

(SEAL)

By:

(signature)

ATTEST:

(print)

By:

(signature)

Date

(print)

Date

CITY OF CLAYTON, MISSOURI

(SEAL)

By:

David Gipson, City Manager

ATTEST:

Date

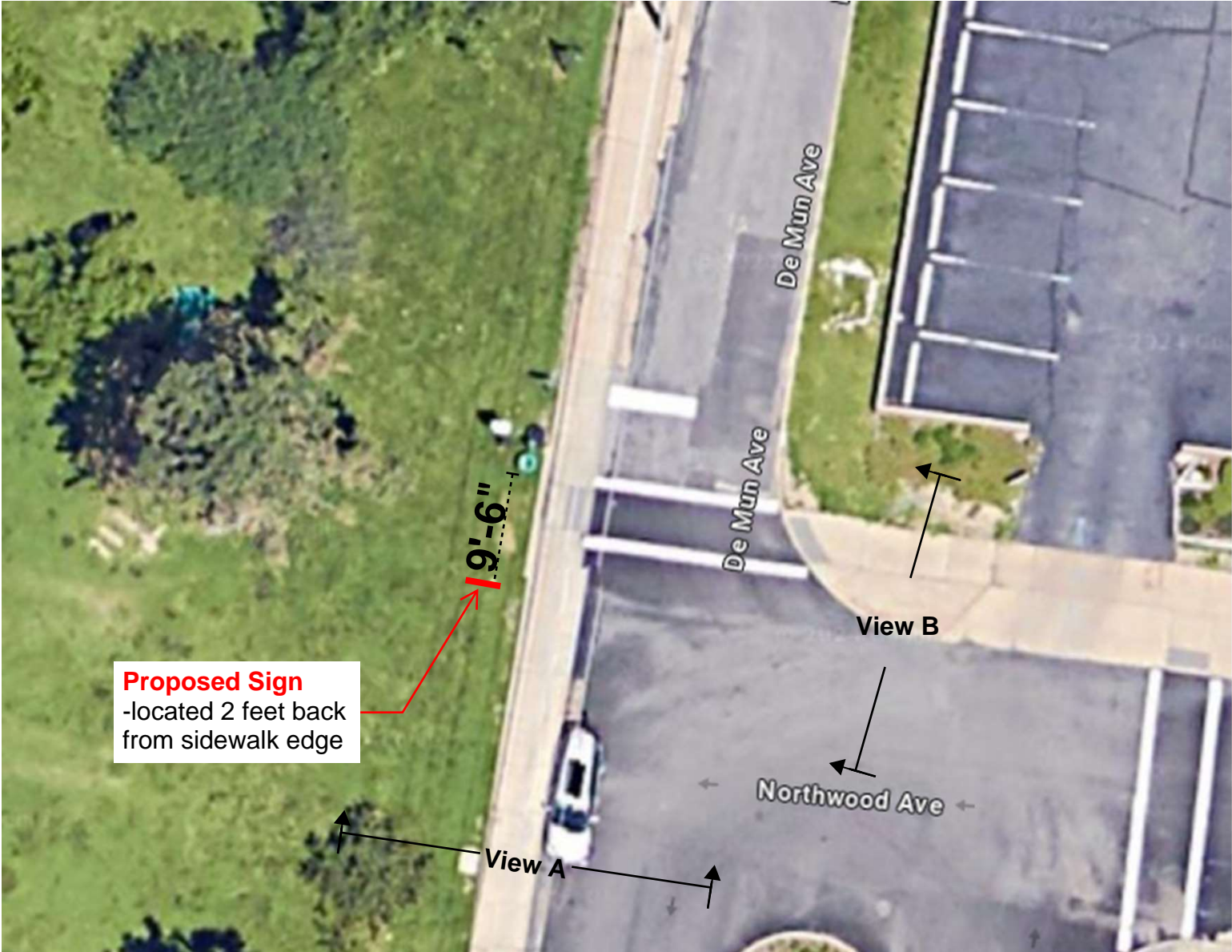
By:

June Frazier, City Clerk

Date

ENCROACHMENT AREA

EXHIBIT A ENCROACHMENT AREA



Proposed Location



Proposed View A



Proposed View B



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: APRIL 23, 2024
RE: ORDINANCE - A CONTRACT WITH SEALS ENTERPRISES, INC. FOR 10 N BEMISTON SOUTH ELEVATION WINDOW REPLACEMENTS

Several of the windows along the south elevation of City Hall are in need of repairs to sash pivots, balancers and glass. Replacement parts are no longer available for these windows, which were installed as part of the 2004 renovation. Hence, bids were received on March 29, 2024, for replacement of thirteen, double hung windows and one round top. Window construction will be aluminum-clad wood, simulated divided lightes with grills between the glass, screens and factory applied historic casings. The following bids were received.

Bidder	Base Bid (double hung)	Alternate #1 (single hung)	Alternate #2 (fixed)
The Harlan Company	\$57,200.00	\$57,400.00	\$57,300.00
Seals Enterprises	\$42,468.00	\$42,810.00	\$42,736.00

The two alternatives were requested to consider cost savings. The existing windows are double hung, but a single hung has fewer moving parts and still provides the user an option to open the window. Hence, the Public Works Department is recommending the single hung windows quoted from Seals Enterprises in the amount of \$42,810.00.

This project was not funded in FY 2024 Budget and will need to be included in an upcoming budget amendment if savings from other approved capital projects are not available.

STAFF RECOMMENDATION: Approve the ordinance authorizing a contract with Seals Enterprises, Inc. in the amount of \$42,810.00, plus a contingency of \$4,000 for the 10 N. Bemiston South Elevation Window Replacement Project.

BILL NO. 7022

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH SEALS ENTERPRISES, INC. FOR 10 N. BEMISTON SOUTH ELEVATION WINDOW REPLACEMENTS

WHEREAS, the City desires to replace deteriorated windows along the south elevation of City Hall at 10 N Bemiston Avenue; and

WHEREAS, the City solicited and reviewed proposals for window replacements; and

WHEREAS, the bid hereinafter referenced was the lowest and best responsive bid received by the City;

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

Section 1. The Board of Aldermen approves on behalf of the City a contract with Seals Enterprises, Incorporated for the 10 N Bemiston South Elevation Window Replacements 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, 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 contracts 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. The City Manager is authorized to execute the Task Order and subsequent change orders in an amount not in excess of Forty-Six, Eight Hundred and Ten Dollars (\$46,810.00).

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

Passed this 23rd day of April 2024.

Mayor

ATTEST:

City Clerk

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____ certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

This Agreement is made and entered into the ___ day of April, 2024, by and between the City of Clayton, Missouri (hereinafter the "City") and _____, a Corporation with offices at _____, (hereinafter the "Contractor"). The project shall be identified as **10 N Bemiston Ave - South Elevation Window Replacements**, Project No.: **2024.40.42.440**

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 **One Hundred (100)** consecutive calendar days from and including the date of said written Notice to Proceed.

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 _____ Dollars (\$_____) as follows:

- (a) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) 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 percent (90%) 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 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 level by level basis. No work will commence until the Contractor's Schedule is submitted and approved by the City.
- (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, the sum of **\$500.00** 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, 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 \$2,900,000.00 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 \$2,900,000 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	\$10,000.00

(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 Contractor shall furnish all labor, materials and equipment necessary to complete window replacements on the south elevation of the 10 N Bemiston Avenued facility as known as Clayton City Hall/Fire Station.

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
Attention: Public Works Department
10 N. Bemiston Avenue
Clayton, Missouri 63105

or to Contractor at:

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: _____



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: APRIL 23, 2024
RE: ORDINANCE - A CONTRACT WITH KINGSLAND CONCRETE
CONTRACTOR, LLC. FOR THE ADA IMPROVEMENTS FY2024
PROJECT

The Public Works Department is requesting approval of a construction contract with Kingsland Concrete Contractor, LLC for the ADA Improvements FY24 Project. Similar to past years, this project will include the replacement of various sidewalk, curb ramps, curbs, and streetscape that do not meet ADA requirements throughout the City. Areas of work are identified through our ADA Transition Plan Implementation, inspections, and citizen-reported issues. This contract work will involve the replacement of areas that were not suitable to be ground down or otherwise addressable by Public Works Operations staff.

Bids were opened on April 2, 2024, and the City received four bids as shown on the attached bid tabulation. Kingsland Concrete Contractor, LLC submitted the lowest, responsive, responsible Bid in the amount of \$111,185.00. The bid package identified that there is \$100,000 budgeted for this project and adjustments to final quantities may be made to meet this budget. The contractor is aware of this, and the contract will be executed for the budgeted amount. Add alternatives are included for FY2025 & FY2026. Staff would intend to accept these alternates pending the availability of funds in the respective fiscal years.

STAFF RECOMMENDATION: To approve the ordinance authorizing a contract with Kingsland Concrete Contractor, LLC in the base amount of \$100,000.00, for the ADA Improvements FY24 Project.

BILL NO. 7023

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH KINGSLAND CONCRETE CONTRACTOR, LLC. FOR THE ADA IMPROVEMENTS FY24 PROJECT

WHEREAS, the City of Clayton desires to undertake improvements to enhance ADA compliance and reconstruct sections of sidewalk and curb ramps in various locations; and

WHEREAS, upon request and advertisement for bids, Kingsland Concrete Contractor, LLC. was found to be the lowest, responsive, responsible bidder for the ADA Improvement FY24 Project;

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

Section 1. The Board of Aldermen approves on behalf of the City an agreement with Kingsland Concrete Contractor, LLC. 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, approved by the Director of Public Works in a cumulative amount not to exceed \$100,000.00, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper 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 23rd day of April 2024.

Mayor

ATTEST:

City Clerk

Bid Tab

ADA Improvement Project FY24

2024.PW.41.050



Bid Date: 4/2/2024
 Bid Time: 2:00 PM

BASE BID*				M&H Concrete Contractors Inc.		Raineri Construction LLC		Lamke Trenching and Excavating Inc.		Kingsland Concrete Contractor LLC.		Engineer's Estimate	
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Concrete Sidewalk-5" Thick (SD-11)	SF	4807	\$38.10	\$183,146.70	\$30.00	\$144,210.00	\$20.00	\$96,140.00	\$17.50	\$84,122.50	\$15.50	\$74,508.50
2	Concrete Driveway Approach-6" Thick	SF	100	\$40.00	\$4,000.00	\$104.00	\$10,400.00	\$21.00	\$2,100.00	\$21.00	\$2,100.00	\$17.00	\$1,700.00
3	Concrete Alley Approach-8" Thick	SF	350	\$40.00	\$14,000.00	\$48.00	\$16,800.00	\$22.00	\$7,700.00	\$23.00	\$8,050.00	\$17.50	\$6,125.00
4	Concrete Curb and Gutter	LF	125	\$90.00	\$11,250.00	\$239.00	\$29,875.00	\$75.00	\$9,375.00	\$55.00	\$6,875.00	\$64.00	\$8,000.00
5	Concrete Rolled Curb	LF	20	\$85.00	\$1,700.00	\$511.00	\$10,220.00	\$75.00	\$1,500.00	\$54.00	\$1,080.00	\$53.00	\$1,060.00
6	Concrete Streetscape Sidewalk	SF	80	\$400.00	\$32,000.00	\$140.00	\$11,200.00	\$25.00	\$2,000.00	\$20.50	\$1,640.00	\$20.00	\$1,600.00
7	Brick Carriage Strip-12"	LF	16	\$400.00	\$6,400.00	\$616.00	\$9,856.00	\$100.00	\$1,600.00	\$85.00	\$1,360.00	\$50.00	\$800.00
8	Brick Carriage Strip-20"	LF	8	\$400.00	\$3,200.00	\$1,530.00	\$12,240.00	\$115.00	\$920.00	\$90.00	\$720.00	\$54.00	\$432.00
9	Adjust Tree Grate and Frame	EA	1	\$7,500.00	\$7,500.00	\$312.00	\$312.00	\$1,750.00	\$1,750.00	\$850.00	\$850.00	\$250.00	\$250.00
10	Concrete Curb Ramp-7" Thick	SF	75	\$250.00	\$18,750.00	\$141.00	\$10,575.00	\$35.00	\$2,625.00	\$22.50	\$1,687.50	\$18.00	\$1,350.00
11	Detectable Warning Surface	SF	45	\$40.00	\$1,800.00	\$50.00	\$2,250.00	\$60.00	\$2,700.00	\$60.00	\$2,700.00	\$50.00	\$2,250.00
Total Base Bid				\$283,746.70		\$257,938.00		\$128,410.00		\$111,185.00		\$98,075.50	
ALTERNATE BID FY25*				M&H Concrete Contractors Inc.		Raineri Construction LLC		Lamke Trenching and Excavating Inc.		Kingsland Concrete Contractor LLC.		Engineer's Estimate	
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Concrete Sidewalk-5" Thick (SD-11)	SF	4500	\$41.91	\$188,595.00	\$33.00	\$148,500.00	\$21.00	\$94,500.00	\$18.50	\$83,250.00	\$16.50	\$74,250.00
2	Concrete Driveway Approach-6" Thick	SF	100	\$44.00	\$4,400.00	\$114.40	\$11,440.00	\$22.00	\$2,200.00	\$22.00	\$2,200.00	\$18.00	\$1,800.00
3	Concrete Alley Approach-8" Thick	SF	350	\$44.00	\$15,400.00	\$52.80	\$18,480.00	\$23.00	\$8,050.00	\$24.00	\$8,400.00	\$18.00	\$6,300.00
4	Concrete Curb and Gutter	LF	125	\$99.00	\$12,375.00	\$262.90	\$32,862.50	\$80.00	\$10,000.00	\$56.00	\$7,000.00	\$65.00	\$8,125.00
5	Concrete Rolled Curb	LF	20	\$93.50	\$1,870.00	\$562.10	\$11,242.00	\$80.00	\$1,600.00	\$55.00	\$1,100.00	\$54.00	\$1,080.00
6	Concrete Streetscape Sidewalk	SF	80	\$440.00	\$35,200.00	\$154.00	\$12,320.00	\$28.00	\$2,240.00	\$21.00	\$1,680.00	\$21.00	\$1,680.00
7	Brick Carriage Strip-12"	LF	16	\$440.00	\$7,040.00	\$677.60	\$10,841.60	\$110.00	\$1,760.00	\$85.00	\$1,360.00	\$51.00	\$816.00
8	Brick Carriage Strip-20"	LF	8	\$440.00	\$3,520.00	\$1,683.00	\$13,464.00	\$120.00	\$960.00	\$95.00	\$760.00	\$55.00	\$440.00
9	Adjust Tree Grate and Frame	EA	1	\$8,250.00	\$8,250.00	\$343.20	\$343.20	\$1,750.00	\$1,750.00	\$875.00	\$875.00	\$250.00	\$250.00
10	Concrete Curb Ramp-7" Thick	SF	75	\$275.00	\$20,625.00	\$155.10	\$11,632.50	\$37.00	\$2,775.00	\$24.00	\$1,800.00	\$19.00	\$1,425.00
11	Detectable Warning Surface	SF	45	\$44.00	\$1,980.00	\$55.00	\$2,475.00	\$62.00	\$2,790.00	\$61.00	\$2,745.00	\$51.00	\$2,295.00
Total Base Bid				\$299,255.00		\$273,600.80		\$128,625.00		\$111,170.00		\$98,461.00	
ALTERNATE BID FY26*				M&H Concrete Contractors Inc.		Raineri Construction LLC		Lamke Trenching and Excavating Inc.		Kingsland Concrete Contractor LLC.		Engineer's Estimate	
Item No.	Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Concrete Sidewalk-5" Thick (SD-11)	SF	4250	\$46.10	\$195,925.00	\$36.30	\$154,275.00	\$22.00	\$93,500.00	\$19.00	\$80,750.00	\$17.50	\$74,375.00
2	Concrete Driveway Approach-6" Thick	SF	100	\$48.40	\$4,840.00	\$125.84	\$12,584.00	\$23.00	\$2,300.00	\$22.50	\$2,250.00	\$19.00	\$1,900.00
3	Concrete Alley Approach-8" Thick	SF	300	\$48.40	\$14,520.00	\$58.08	\$17,424.00	\$24.00	\$7,200.00	\$24.50	\$7,350.00	\$19.00	\$5,700.00
4	Concrete Curb and Gutter	LF	125	\$108.90	\$13,612.50	\$289.19	\$36,148.75	\$83.00	\$10,375.00	\$56.50	\$7,062.50	\$66.00	\$8,250.00
5	Concrete Rolled Curb	LF	20	\$102.85	\$2,057.00	\$618.31	\$12,366.20	\$83.00	\$1,660.00	\$55.00	\$1,100.00	\$55.00	\$1,100.00
6	Concrete Streetscape Sidewalk	SF	80	\$484.00	\$38,720.00	\$169.40	\$13,552.00	\$30.00	\$2,400.00	\$21.50	\$1,720.00	\$22.00	\$1,760.00
7	Brick Carriage Strip-12"	LF	16	\$484.00	\$7,744.00	\$745.36	\$11,925.76	\$120.00	\$1,920.00	\$85.50	\$1,368.00	\$52.00	\$832.00
8	Brick Carriage Strip-20"	LF	8	\$484.00	\$3,872.00	\$1,851.30	\$14,810.40	\$130.00	\$1,040.00	\$95.50	\$764.00	\$55.00	\$440.00
9	Adjust Tree Grate and Frame	EA	1	\$9,075.00	\$9,075.00	\$377.52	\$377.52	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$250.00	\$250.00
10	Concrete Curb Ramp-7" Thick	SF	75	\$302.50	\$22,687.50	\$170.61	\$12,795.75	\$39.00	\$2,925.00	\$24.00	\$1,800.00	\$20.00	\$1,500.00
11	Detectable Warning Surface	SF	45	\$48.40	\$2,178.00	\$60.50	\$2,722.50	\$65.00	\$2,925.00	\$62.00	\$2,790.00	\$53.00	\$2,385.00
Total Base Bid				\$315,231.00		\$288,981.88		\$128,245.00		\$107,854.50		\$98,492.00	
Total Bid				\$898,232.70		\$820,520.68		\$385,280.00		\$330,209.50		\$295,028.50	

*Corrected values in Red, Unit Price considered

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, _____ certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

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 _____, a Corporation with offices at _____, (hereinafter the "Contractor"). The project shall be identified as **ADA Improvements - FY24**, Project No.: **2024.PW.41.050**

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 **Seventy Five (75)** consecutive calendar days from and including the date of said written Notice to Proceed.

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 _____ (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, the sum of **\$500.00** 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, 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 \$3,400,000.00 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 \$3,400,000 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	\$3,400,000.00
Products/completed operations aggregate	\$3,400,000.00
Personal and advertising injury	\$3,400,000.00
Each occurrence	\$3,400,000.00
Fire damage legal liability	\$3,400,000.00
Medical expenses	\$ 5,000.00

4. Professional Liability Insurance with minimum limits of liability of \$3,400,000.00 each claim, \$3,400,000.00 aggregate.

5. Owner's and Contractor's Protective Liability Policy, including Death \$3,300,000.00 each occurrence; Property Damage \$3,400,000.00 each occurrence, \$3,400,000.00 aggregate.

(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. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

(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 removal and replacement of various curb ramps, sidewalks, driveway approaches, curb, and gutter to bring non-ADA compliant pedestrian access routes 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:

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 MEN BY THESE PRESENTS: That

(Name of Contractor)

(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:

ADA Improvements - FY24

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 _____ 2024.

ATTEST:

(Principal) Secretary

(SEAL)

Principal

By: _____

Witness as to Principal

(Address)

(Address)

Surety

ATTEST:

(Surety) Secretary

(SEAL)

Witness as to Surety

(Address)

By: _____
Attorney-in-Fact

(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 MEN BY THESE PRESENTS: That

(Name of Contractor)

(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:

ADA Improvements - FY24

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 _____ 2024.

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.