

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

Please note, individuals may attend in-person or virtually via Zoom. Doors will open 30 minutes prior to the start of each meeting.

Please click this URL to join. <https://us02web.zoom.us/j/85812209047>; Webinar ID: 858 1220 9047

Or One tap mobile:

+19292056099, 85812209047# US (New York), +13017158592, 85812209047# US (Washington DC)

Or join by phone:

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

International numbers available: <https://us02web.zoom.us/j/kcUnrEL1xq>

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 ifrazier@claytonmo.gov. All comments received will be distributed to the entire Board before the meeting.

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:30 P.M.
TUESDAY, AUGUST 13, 2024
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

1. Discussion on the Board and Commissions Composition & Terms.

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, AUGUST 13, 2024 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

ROLL CALL

PUBLIC REQUESTS & PETITIONS

PUBLIC HEARING

1. Resolution – A Conditional Use Permit for 7451 Bland Drive to allow for an accessory dwelling unit. (Res. No. 2024-12)

CONSENT AGENDA

1. Minutes – July 23, 2024
2. Disposal of records – Prosecuting Attorney closed records.
3. Boards and Commissions appointment.

CITY MANAGER REPORT

1. Ordinance – A Condominium Plat for 7527 Oxford Drive. (Bill No. 7034)
2. Ordinance – An Intergovernmental agreement with the City of Brentwood, City of Maplewood, and the City of Richmond Heights for Fire Department Training Services. (Bill No. 7035)
3. Ordinance – A contract for Professional Design Services for the Clayton Municipal Garage. (Bill No. 7036)

ADJOURNMENT

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

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



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

DISCUSSION ITEM

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
JUNE FRAZIER, CITY CLERK
DATE: AUGUST 13, 2024
SUBJECT: BOARDS & COMMISSIONS COMPOSITION AND TERMS

Boards and Commissions in Clayton have a long history and have formed an integral and important part of city government.

The Mayor and the Board of Aldermen of the City of Clayton may create committees, boards and commissions to assist in city government, by performing such duties as the Mayor and the Board of Aldermen may specify, not inconsistent with the City Charter.

From time to time, it is a best practice to review the composition and term requirements and possibly provide recommendations to streamline the process of reappointments, new appointments, recruitment of citizen volunteers, and discussion on term limits, etc.

Attached is a spreadsheet (matrix) of the City's Boards & Commissions.

BOARDS & COMMISSIONS													
	BOARD OF ADJUSTMENT	BOARD OF APPEALS	PLAN/ARB	CRSWC	CEC	EDAC	IDA	MUNICIPAL JUDGE	NUERF	PARKS & RECREATION	PAAC	SEC	UERF
SOURCE OF AUTHORITY	State/Charter Ord 5814	IBC/IFC	State/Charter Art. IX, Sec. 1	Ord 5354	Ord 6621	Ord 6207	State Chap. 349	Charter Art. VI, Sec. 2	Art. 111, Sec. 125.080	Charter Ord 4864	Ord 6207	Ord. 6208	Ord per Charter Art. III, Sec. 125.110
BOA INCLUDED IN LANG	Y	N	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
# OF CITIZEN MEMBERS	5 - not specified	5	5	2	7	7	4	1	3	7	3	7*	1*
# OF ALTERNATES	3	2	0	0	0	0	0	1	0	0	2*	0	0
WARD SPECIFIC SEATS	None	N	N	N	2 per ward	2 per ward	N	n/a	n/a	N	N	2 per ward	n/a
# ALDERMANIC REPS	not required	0	1	2	2*	2*	0	0	2	not required	not required	not required	2
MAYOR	N	N	N	N	N	Y	N	n/a	N	N	N	N	Y
ALDERMANIC VOTE	n/a	N	Y	Y		N	N	n/a	Y	n/a	n/a	n/a	Y
CITY MANAGER	Y	N	1	1	1	N	N	n/a	N	N	N	N	N
BOE SUPERINTENDENT	N	N	N	1	N	N	N	n/a	N	N	N	N	N
# BOE REPS	n/a	N	n/a	2	n/a	1	n/a	n/a	N	2	n/a	N	N
BOE VOTE	n/a	n/a	n/a	Y	n/a	N	n/a	n/a	n/a	Y	n/a	n/a	n/a
# FIRE EMPLOYEES	n/a	1-ex-officio	n/a	n/a	n/a	n/a	n/a	n/a	N	n/a	n/a	n/a	1**
# POLICE EMPLOYEES	n/a	N	n/a	n/a	n/a	n/a	n/a	n/a	N	n/a	n/a	n/a	1**
EMPLOYEE	n/a	N	n/a	n/a	n/a	n/a	n/a	n/a	2	n/a	n/a	n/a	n/a
EMPLOYEE VOTE	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	Y	n/a	n/a	n/a	Y
CHAMBER REP	n/a	N	N	N	N	1	N	n/a	N	n/a	n/a	n/a	N
CHAMBER VOTE	n/a	N	n/a	n/a	n/a	N	n/a	n/a	n/a	n/a	n/a	n/a	n/a
ODD SEAT ROTATES **	Y	n/a	Y	n/a	N	Y	N	n/a	N	Y	N	Y	N
TERM DURATION	5 yrs	5	3 yrs	3 yrs	3 yrs	3 yrs	6 yrs	2 yr	3	3 yrs	3 yrs	3 yrs	2 yrs
CHAIR APPT BY BOA	N	N	Y	N	N	Y	n/a	n/a	N	Y	Y	Y	N
CHAIR TERM DUR.	1 or more/1 yr each	1yr	3 yrs	n/a	1 yr	3 yrs	n/a	n/a	3	3	1	3	
SPECIAL EXP REQ		Y*	(1) registered architect		see below	see below		resident			expertise in art		*specialize in finance
TERM LIMITS	N	N	N	N	N	3		N			3	3	
TOTAL # OF MEMBERS	5 - not specified	6	7	6	7	7 plus 2 ex-officios	5*		7	7	5	7	7
NOTES:		*licensed engineer or architect-10 yrs. exp.			*BOA reps serve as liaisons	*BOA reps serve as liaisons	*City Attorney serves as a member		Finance Director serves as ex-officio		*alternates to serve a term of 2 yrs.	*ex-officio BOA can appt (1) member ea. of another citizen committee as a liaison	**additional member to be PD or FF employee elected annually between departments
** per past BOA discussion 2011/2012													
CEC - BOA may add ex-officios as necessary; representative of economic status, race, color, religion, gender, national origin, ancestry, marital status, physical or mental disability, sexual orientation, and gender identity. Members should have experience and interest in, and an expressed commitment to, diversity and inclusion issues													
EDAC - representatives should be from such groups as the commercial real estate community; the financial industry; the legal field; businesses maintaining an office located in the central business district; and businesses maintaining retail business located in the central business district.													



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: AUGUST 13, 2024

SUBJECT: PUBLIC HEARING & RESOLUTION - A CONDITIONAL USE PERMIT FOR AN ACCESSORY DWELLING UNIT AT 7451 BLAND DRIVE

This is a public hearing and subsequent resolution to consider granting a conditional use permit to Dawn Kotva, owner of 7451 Bland Drive, to allow for the construction of a 1,195 square foot accessory dwelling unit. The property has a zoning designation of R-2 Single-Family Dwelling District. The Plan Commission and Architectural Review Board considered the applications and associated architectural and site plans for the project on August 5, 2024, and recommended approval of the CUP and approved the architectural and site plans.

An accessory dwelling unit (ADU) is a type of accessory structure, either attached or detached, which provides complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation and is located on the same site as the principal residence.

ADUs are permitted subject to the approval of a conditional use permit as per Article VII of Chapter 405, Land Use, and the following criteria contained in Section 405.330 of the City's Zoning Regulations:

1. Accessory dwelling units are only permitted in the "R-1" and "R-2" Large Lot and Single-Family Residential Dwelling Districts, respectively.
2. Accessory dwelling unit occupants must be related by blood, marriage or adoption to, or be employed by, the occupants of the principal residence. Employees must be engaged to do work on the premises.
3. An accessory dwelling unit may not be rented, sold, transferred or assigned separately from the principal residence. The owner shall record a deed restriction to this effect as part of the conditional use permit process required for an accessory dwelling unit.
4. Maximum living area for an accessory dwelling unit in the "R-1" Large Lot Single-Family Dwelling District is two thousand (2,000) square feet.
5. Maximum living area for an accessory dwelling unit in the "R-2" Single-Family Dwelling District is one thousand (1,000) square feet.

6. An accessory structure containing an accessory dwelling unit may not exceed twenty (20) feet in height or occupy more than thirty-five percent (35%) of the area of a required rear yard, but no accessory structure shall be closer than ten (10) feet to the principal building nor closer than five (5) feet from any side or rear property line.
7. An accessory building that is not part of the principal structure shall be located not less than sixty (60) feet from the front property line.
8. Required parking facilities (i.e., garage) may not be demolished or converted in order to construct an accessory dwelling unit, unless the required parking space(s) are replaced concurrently on the site.
9. Each accessory dwelling unit shall be provided with one (1) additional parking space in addition to the parking required for the principal residence.
10. The accessory dwelling unit shall conform to the color, material, architectural style and detailing of the principal residence and shall meet all other applicable Building Code requirements, zoning regulations, developments standards and guidelines.
11. A landscape plan which provides for adequate screening of the accessory dwelling unit from neighboring properties must be approved by the landscape architect on contract with the City of Clayton.
12. Any waiver from the above-stated criteria will require approval of a variance from the Board of Adjustment.

The Plan Commission voted 7 – 0 to recommend approval of the CUP with the following conditions:

1. All conditions of Chapter 405, Article II, Section 405.330, shall be adhered to.
2. The applicant shall record a deed restriction pursuant to item 3 under “Criteria for Review” and submit proof of the required deed restriction to the City prior to the issuance of a Building Permit.

Recommendation: To conduct a public hearing and consider approving the resolution granting a conditional use permit for a 1,195 square foot attached ADU for 7451 Bland Drive.

RESOLUTION NO. 2024-12

WHEREAS, the Board of Aldermen received an application dated May 6, 2024, from Sanford Talley, applicant, on behalf of Dawn Kotva, owner, requesting a conditional use permit for the use of an accessory dwelling unit at 7451 Bland Drive.

WHEREAS, the City Plan Commission considered the request at its August 5, 2024, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, on August 13, 2024, after due notice as required by law, the Board of Aldermen held a public hearing regarding the application and issuance of the conditional use permit at which all were afforded an opportunity to be heard.

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article II, Section 405.330 (Accessory Dwelling Units) and Article XIII, Section 405.1950 (Permitted Uses in the R-2 Zoning District) of the Code of Ordinances of the City of Clayton, and subject to the conditions set forth in Section 2, below, the issuance of a conditional use permit to Dawn Kotva for the use of a 1,195 square foot attached accessory dwelling unit is hereby authorized for the property addressed as 7451 Bland Drive and more particularly described as follows:

NORTHMOOR PARK, BLOCK 11, PARTS OF LOTS 10 AND 11 AND ALL OF LOT 12, CITY OF CLAYTON, MISSOURI

Section 2. The issuance of this conditional use permit and the operation and maintenance of the facilities provided for by this Resolution shall be subject to the following stipulations and conditions:

1. That the permit shall be granted to Dawn Kotva (the "Permittee") and shall not be transferred or assigned without the prior written approval of the Board of Aldermen of the City of Clayton.
2. That the property shall be improved, maintained, and operated substantially in accordance with an application dated May 6, 2024, attached hereto as Exhibit A, and with the plans and specification filed with and approved by the City of Clayton.
3. Accessory dwelling unit occupants must be related by blood, marriage or adoption to or be employed by an occupant of the primary dwelling unit or work on the subject property. Any change in occupancy must be approved by the City of Clayton, in writing, in advance.
4. The accessory dwelling unit shall not be rented or sold, transferred or assigned separately from the primary unit and a deed restriction to that effect, in a form approved by the Clayton city attorney, must be recorded with the St. Louis County Recorder's office.
5. Prior to the issuance of a Building Permit, the Permittees shall submit proof to the City of Clayton Planning Department that the required deed restriction was filed with St. Louis County within forty-five (45) days of approval of this Resolution.
6. No additions to the unit shall be made or sought which would exceed the approved square footage without prior written approval of the City.

7. All requirements and conditions specified in Section 405.330 of the Zoning Ordinance shall be always adhered to.
8. The Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.
9. The Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

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

Adopted this 13th day of August 2024.

Mayor

ATTEST:

City Clerk



PERMIT PROJECT
 FILE #: 24-001454
 7451 BLAND DR CLAYTON MO 63105
 1200 SQ FT ADU FOR OWNER'S MOTHER/LIVE-IN HELP



PERMIT #: CUP24-000009

Permit Type

Conditional Use Permit

Subtype

Residential CUP



Work Description:

1200 sq ft ADU for owner's mother/live-in help



Applicant

The Stanford Partnership - sanford talley



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

235.00

Total Amount

235.00

Amount Paid

235.00

Balance Due

0.00

Non-Billable



PERMIT DATES

Application Date

05/06/2024

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Site Visit. on 08/05/2024

PARTIES IN INTEREST

Agent

The Stanford Partnership - sanford talley



Architect



SITE DESCRIPTION

Zoning District

R-2



Current Use

Residential--single-family dwellings.



Proposed Use

*Second unit (carriage house/granny unit)



Estimated Cost

\$400,000.00

Are there any restrictions or covenants on the land that will affect the proposed use? If so explain



PROPOSED PROJECT

Briefly describe the project and intended use

Construct second unit (ADU) for owner's mother and live-in help



Is this part of a Planned Unit Development (PUD)?

No



How many dwelling units will result from the project?

1

Overall project density in dwelling units per acre

SITE DEVELOPMENT/SITE INFORMATION

Total Square Footage of Site

15686

Total Square Footage of Building

1190

Ratio of Total Square Footage of Building(s) to Total Square Footage of Site Property

Building(s) Height

19.167

Number of Floors

1

Total Number of Available Parking Spaces

Is Additional Parking part of the project

No



Number Required by the Zoning Ordinance

Explain the Reason for Requesting a Conditional Use Permit

Received variance to construct larger ADU for owner's mother AND live-in help



Provide a tabulation of the total square footage of the site and what percentage and amount of square footage will be reserved for off-street parking, open spaces, parks, etc.

Intended Use

Square Footage

Percentage

Intended Use

Square Footage

Percentage

Intended Use

Square Footage

Percentage

AMENDMENT TO/TRANSFER OF AN EXISTING CONDITIONAL USE PERMIT

Please describe in detail the proposed amendment

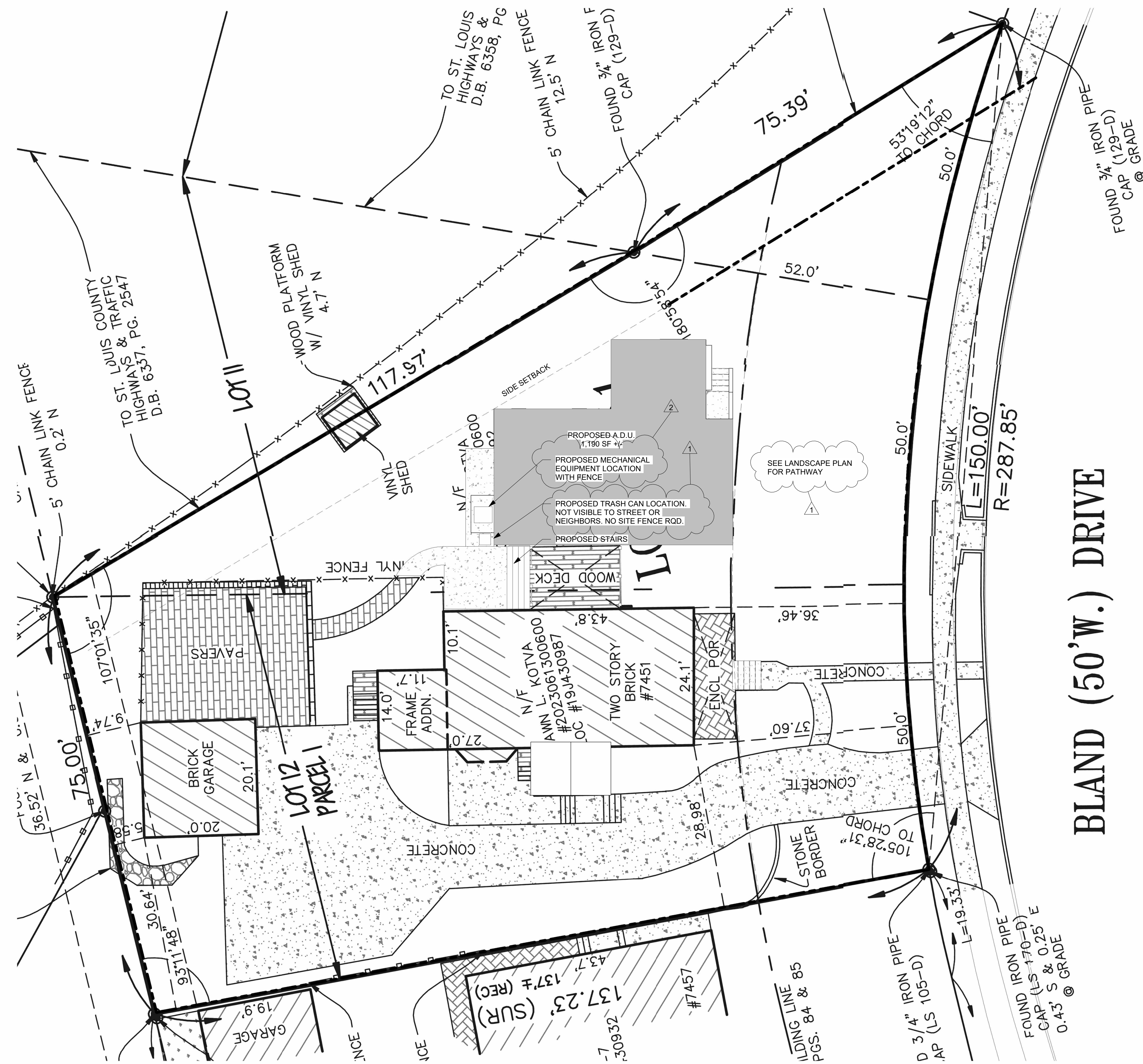
Please describe why amendment is being sought

FEES

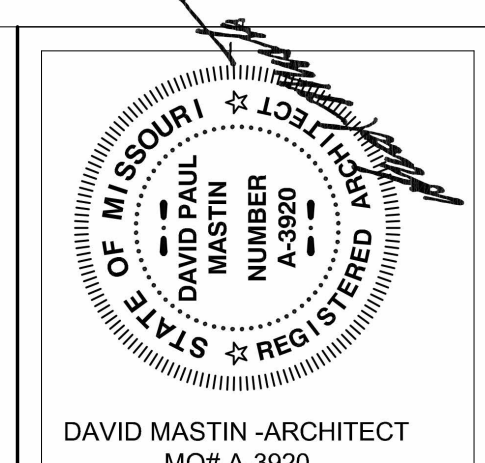
FEE	DESCRIPTI	QUANTITY	AMOUNT	TOTAL
Application Fee				35.00
Conditional Use Permit Fee				200.00
Plan Check Fees				0.00
Permit Fees				235.00
Total Fees				235.00

PAYMENTS

DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
05/06/2024	Check	check number	CUP24	8016	The Stanfo	235.00
Amount Paid						235.00
Balance Due						0.00



1 ARCHITECTURAL SITE PLAN
1" = 10'-0"



DAVID MASTIN - ARCHITECT
MO# A-3920



DESIGN ALLIANCE
architects
CORPORATION LICENSE NO. 2009035739
5887 DELMAR BOULEVARD, SAINT LOUIS, MISSOURI, 63112
PHONE 314.965.1313 FAX 314.965-1893 email: sdaa@sdaa.com

ARB REVIEW SET

AN A.D.U. FOR
7451 BLAND DR.
CLAYTON MO 63105

No.	Description	Date
1	SITE PLAN REVIEW COMMENTS	06/24/24
2	SITE PLAN REVIEW	Date 2

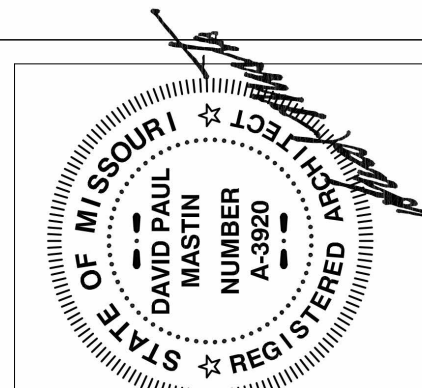
ARCHITECTURAL SITE PLAN

Project number 2024013
Date 05/03/24

A1.1

7/20/2024 8:22:06 PM

NOTIFY ARCHITECT IN EVENT OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO THE CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE ARCHITECT.



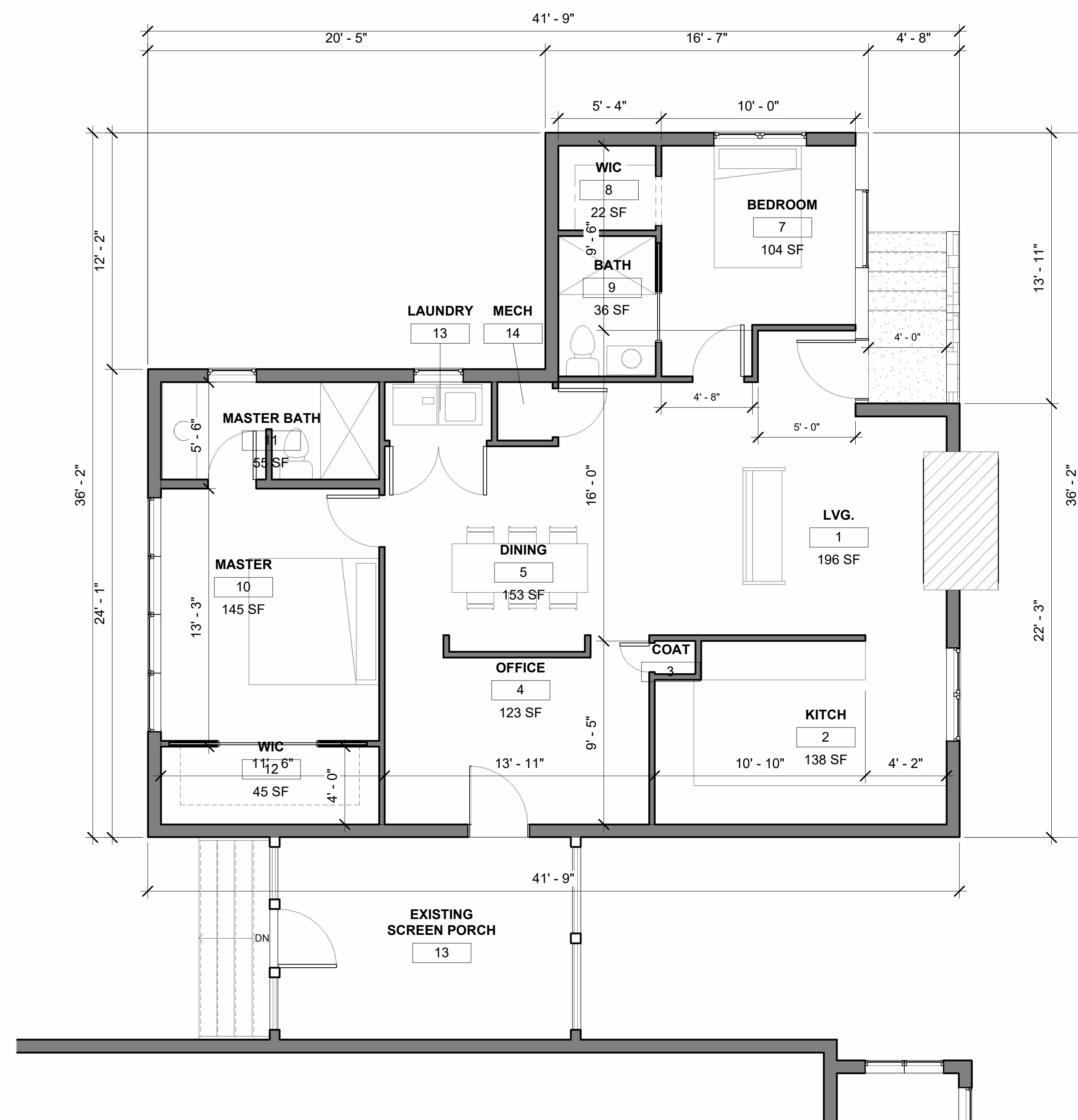
DAVID MASTIN - ARCHITECT
MO# A-3920



DESIGN ALLIANCE
architects
CORPORATION LICENSE NO. 2009035739
5887 DELMAR BOULEVARD, SAINT LOUIS, MISSOURI, 63112
PHONE 314.965.1313 FAX 314.965.1393 email: stda@stda.com

ARB REVIEW SET

AN A.D.U. FOR
7451 BLAND DR.
CLAYTON MO 63105



① FIRST FLOOR
1/4" = 1'-0"

No.	Description	Date

FLOOR PLANS

Project number 2024013
Date 05/03/24

A1.2

7/20/2024 8:22:10 PM

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
July 23, 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: Bridget McAndrew, Susan Buse, Gary Feder, Rick Hummell, and Mayor Michelle Harris.

Virtual: Jeffery Yorg

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

Absent: Becky Patel.

PUBLIC REQUESTS AND PETITIONS

None

PUBLIC HEARING AND AN ORDINANCE - SUBDIVISION PLAT (LOT CONSOLIDATION) FOR 7801 & 7817 FORSYTH BOULEVARD

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

City Manager Gipson reported that this is a public hearing and subsequent ordinance to consider approving a minor subdivision plat for the consolidation of two (2) lots, 7801 Forsyth Boulevard and 7817 Forsyth Boulevard, to create one (1) lot. Both lots have a zoning designation of HDC High Density Commercial District. The subject property is the former Wine Merchant building.

Anna Krane, Director of Planning, addressed the Board explaining that the request is for approval to remove the property line between two buildings and she clarified (per the plans submitted) that the developer is not requesting demolition of the building.

Tyler Stephens, Core10 Architecture, addressed the Board to answer questions.

Mayor Harris closed the public hearing.

Alderman McAndrew introduced Bill No. 7030, approving a Lot Consolidation Plat for 7801 and 7817 Forsyth Boulevard to be read for the first time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7030, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 7801 and 7817 Forsyth Boulevard in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7030 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7030, approving a Lot Consolidation Plat for 7801 and 7817 Forsyth Boulevard to be read for the second time by title only. Alderman Buse seconded.

City Attorney O'Keefe reads Bill No. 7030, second reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 7801 and 7817 Forsyth Boulevard in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6890 of the City of Clayton.

PUBLIC HEARING AND AN ORDINANCE - SUBDIVISION PLAT (LOT CONSOLIDATION) 112 S. HANLEY ROAD AND 118 S. HANLEY ROAD R

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

City Manager Gipson reported that this is a public hearing and subsequent ordinance to consider approving a minor subdivision plat for the consolidation of two (2) lots, 112 S. Hanley Road and 118 S. Hanley Road R, to create one (1) lot. Both lots have a zoning designation of HDC High Density Commercial District.

Bob Leggat, tenant at 112 S. Hanley Road, addressed the Board with questions of concerns related to traffic and the use of the parking lot and retailer. He asked to receive a copy of the plans for the retailer, Good Day Farm.

Mayor Harris closed the public hearing.

Alderman McAndrew introduced Bill No. 7031, approving a Lot Consolidation Plat for 112 and 118 S. Hanley Road R to be read for the first time by title only. Alderman Buse seconded.

City Attorney O'Keefe reads Bill No. 7031, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 112 South Hanley Road and 118 South Hanley Road R in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7031 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7031, approving a Lot Consolidation Plat for 112 and 118 S. Hanley Road R to be read for the second time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7031, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 112 South Hanley Road and 118 South Hanley Road R in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6891 of the City of Clayton.

PUBLIC HEARING AND AN ORDINANCE FOR A MINOR SUBDIVISION PLAT FOR 139 N. BEMISTON AVENUE

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

City Manager Gipson reported that this is a public hearing and subsequent ordinance to consider approving a minor subdivision plat for the subdivision of one parcel located at 139 North Bemiston Avenue.

The Board expressed that there have been some citizen concerns regarding the subject property and clarified that tonight’s approval of the subdivision plat is a ministerial act. The Board has no discretion or ability to disapprove of a subdivision plat that complies with the City’s ordinance requirements. The architectural design and site plans are still pending at the Plan Commission/Architectural Review Board level and any citizen concerns are welcomed when that process begins.

Mayor Harris closed the public hearing.

Alderman McAndrew introduced Bill No. 7032, approving a Lot Consolidation Plat for 139 N. Bemiston Avenue to be read for the first time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7032, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 139 N. Bemiston Avenue in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7032 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7032, approving a Lot Consolidation Plat

for 139 N. Bemiston Avenue to be read for the second time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7032, first reading, an Ordinance Providing for the Approval of a Plat to Consolidate Certain Property Known as 139 N. Bemiston Avenue in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6892 of the City of Clayton.

CONSENT AGENDA

1. Minutes – July 9, 2024
2. Liquor license upgrade – MM & P Concepts, LLC d/b/a Sauce on the Side located at 7810 Forsyth Boulevard.
3. Boards and Commissions appointment.

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

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

FY2024 2ND QUARTER BUDGET AMENDMENT

City Manager Gipson presented a summary of the FY2024 2nd Quarter Budget Amendment as proposed and provided in the Board packet.

Alderman McAndrew introduced Bill No. 7033, approving the FY2024 2nd Quarter Budget amendment to be read for the first time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7033, first reading, an Ordinance Amending the Fiscal Year 2024 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7033 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7033, approving the FY2024 2nd Quarter Budget amendment to be read for the second time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7033, first reading, an Ordinance Amending the Fiscal Year 2024 Budget and Appropriating Funds Pursuant Thereto by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6893 of the City of Clayton.

OTHER

Alderman McAndrew reported on the following:

- Expressed that during a recent visit to Washington D.C. it was a good reminder of how grateful she is to have been elected to represent this community.
- Encouraged everyone to visit the Center of Clayton – Olympic themed displays are throughout the lobby area. The City's Marketing staff/team did a great job!

Alderman Buse reported on the following:

- Sustainability Committee – with the leadership of Deb Grossman and Matt Malick's energy/power things are getting done. The use of Washington University interns who are doing a lot of research and champion projects – very inspiring!
- Continued discussion topics include Green Dining Alliance and the Comprehensive Plan.
- Great appointments (tonight) to the Parks & Recreation Commission.

Alderman Feder reported on the following:

- Community Equity Commission – meeting with City of Kirkwood this week to talk about the work their boards and commissions have done.
- Member Stu Berkowitz mentioned a bill out of Jefferson City that relates to the municipal courts and bench warrants.

Alderman Hummell reported on the following:

- CRSWC Finance Committee meeting is scheduled this week.
- Washington University/Concordia Seminary Overlay project – residents continue to express their concerns about the proposed project.

Alderman Yorg also commented on tonight's Parks and Recreation Commission appointments of a new chairperson and a new member. He noted that they both will contribute well to the Commission and continue to help move that organization along into the next decade in terms of looking at the Parks and Rec Services.

Mayor Harris commented that on social media platforms, *Instagram* and *Facebook*, a Park's employee is featured. Each employee is smiling holding a sign, providing a brief introduction that includes a couple of facts (name, years of service, etc). Great way to market/communicate! She would like to promote this across all departments.

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

The motion was approved unanimously on a voice vote.

There being no further discussion the Board adjourned at 7:40 p.m.

Mayor

ATTEST:

City Clerk

DRAFT



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK
DATE: AUGUST 13, 2024
SUBJECT: MOTION - DISPOSE OF RECORDS PER THE MISSOURI SECRETARY OF STATE GENERAL RECORDS RETENTION SCHEDULE

As the Board is aware, it is the recommended guideline of the Secretary of State to formally approve the disposition of records at the Board of Alderman level, and to include a list which describes the record series including quantity to be disposed, the manner of destruction and destruction date.

The following is the list of records for disposal:

Box 1	2022 closed PA files for minor traffic violations	A-H
Box 2	2022 closed PA files for minor traffic violations	I-R
Box 3	2022 closed PA files for minor traffic violations	S-Z
Box 4	2021 closed PA files for major violations	

Based on the Board's past discussions, staff has reviewed the records and confirmed that these are materials that meet the retention schedules set forth by the Secretary of State and that these records are no longer needed by staff. We have also verified that this list does not contain any records we would consider to be of a "historical" nature.

In following the Board's request that a method of disposal be procured that assures maximum security/confidentiality of the records, the records will be shredded on site at 10 S. Brentwood Boulevard by staff. This will occur in a timely manner upon approval of the motion by the Board of Aldermen.

Recommendation: To approve a motion to dispose of the records as listed in conformance with the Missouri Secretary of State General Records Retention Schedule.



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: AUGUST 13, 2024
SUBJECT: APPOINTMENT(S) TO THE BOARDS AND COMMISSIONS

The following individual has expressed interest in being appointed to or continuing to serve as a member of the following Boards or Commissions of the City. Mayor Harris has reviewed and agrees with the recommendation for appointment to the respective Board or Commission and, therefore, submits the following nominations for the Board's consideration.

Community Equity Committee

Ben Uchitelle *Ward 2 (reappointment for a 3-yr term through June 30, 2027)*

Public Art Advisory Committee

Jeff Vines *Ward 1 (reappointment for a 3-yr term through 2027)*

Uniformed Employees Retirement Fund

William Grayson *Ward 1 (reappointment for a 3-yr term through June 30, 2027)*

Recommendation: To consider the appointment.



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
RYAN HELLE, PLANNER

DATE: AUGUST 13, 2024

SUBJECT: ORDINANCE - A CONDOMINIUM PLAT FOR THE PROPERTY AT 7527 OXFORD DRIVE

This is an ordinance approving a condominium plat at 7527 Oxford Drive.

The subject property comprises one (1) multi-family structure with six (6) units. On July 14, 2024, the applicant applied for conversion of the building to a condominium and submitted a condominium plat, bylaws and declaration. Staff sent comments on July 23, 2024, and revisions were provided August 2, 2024. Staff are of the opinion that with the revisions the requested plat is in compliance with applicable codes, ordinances and standards of Article III of Chapter 415 of the City Code relating to condominiums and condominium building conversions.

Recommendation: To approve with the following conditions:

1. The applicant shall provide a mylar for the appropriate City of Clayton signatures after Board of Aldermen approval.
2. That the applicant shall file the plat with the St. Louis County Recorder of Deeds office and submit proof of filing to the City within 45 days of Board of Aldermen approval.

BILL NO. 7034

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT FOR THE OXFORD PLACE CONDOMINIUMS, A CONDOMINIUM LOCATED AT 7527 OXFORD DRIVE IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, there is a six (6) unit multi-family structure in the City of Clayton, addressed 7527 Oxford Drive, Units 1 West, 1 East, 2 West, 2 East, 3 West, and 3 East, and;

WHEREAS, KLMR Properties LLC, the owner of the Subject Property, has submitted a condominium plat for the Subject Property pursuant to the Condominium Property Act of the State of Missouri, Missouri Revised Statutes (Chapter 448) and the ordinances of the City, which property is more fully described as:

LOT 24, BLOCK 29
OF MOORLANDS ADDITION
IN THE CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI"

AND WHEREAS, the Director of Planning and Development Services or the Director's designee, has reviewed the plat and required submittal materials and made a determination that the plat and submittal are complete and accurate.

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

Section 1. The plat of Oxford Place Condominium, attached hereto, marked "Exhibit A" and made a part of this Ordinance, is hereby approved.

Section 2. The owner (applicant) must provide a mylar to the City Clerk for the appropriate City of Clayton signatures after Board of Aldermen approval.

Section 3. The owner (applicant) must submit to the City Clerk proof of filing the approved plat with the St. Louis County Recorder of Deeds within 45 days of the passage of this Ordinance.

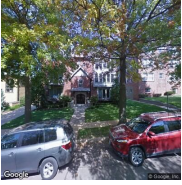
Section 4. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 13th day of August 2024

Mayor

ATTEST:

City Clerk



PERMIT PROJECT
 FILE #: 24-002347
 7527 OXFORD DR CLAYTON MO 63105
 OXFORD MANOR



PERMIT #: CP24-000002

Permit Type

Condominium Plat

Subtype

New Building



Work Description:

Oxford Manor



Applicant

KLMR Properties - Larry Lipsitz



Status

Under Review



Valuation

0.00



FEES & PAYMENTS

Plan Check Fees

0.00

Permit Fees

335.00

Total Amount

335.00

Amount Paid

335.00

Balance Due

0.00

Non-Billable



PERMIT DATES

Application Date

07/14/2024

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

Lot Size

Number of Buildings
1

Number of Existing Units
6

Number of Proposed Units
6

Unit Sizes (in Square Feet)
1450

Number of Units After Renovation, if applicable
6

Unit Sizes (in Square Feet)
1450

Has Inspection Approval Been Obtained?
No

Date of Approval

FEES

FEE	DESCRIPTI	QUANTITY	AMOUNT	TOTAL
Application Fee				35.00
Condominium Plat Fee				300.00
Plan Check Fees				0.00
Permit Fees				335.00
Total Fees				335.00

PAYMENTS

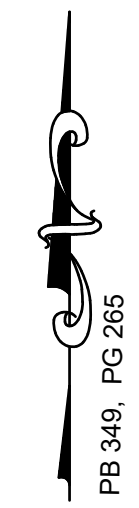
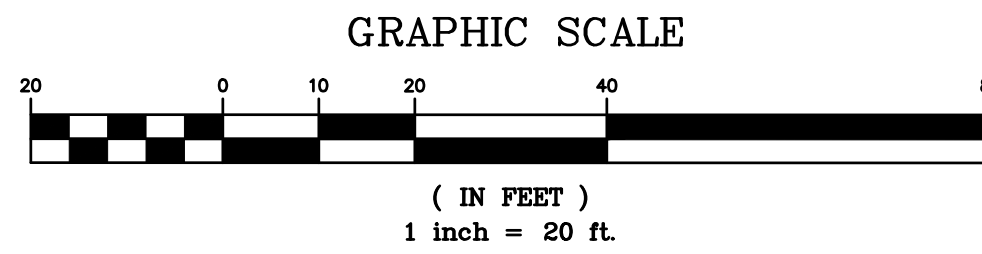
DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT
07/14/2024	Credit	M-80532705	CP24-l	9204	KLMR Proj	335.00
Amount Paid						335.00
Balance Due						0.00

OXFORD PLACE CONDOMINIUM LOT 24 IN BLOCK 29 OF MOORLANDS ADDITION

PLAT BOOK 18, PAGES: 6-7
CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

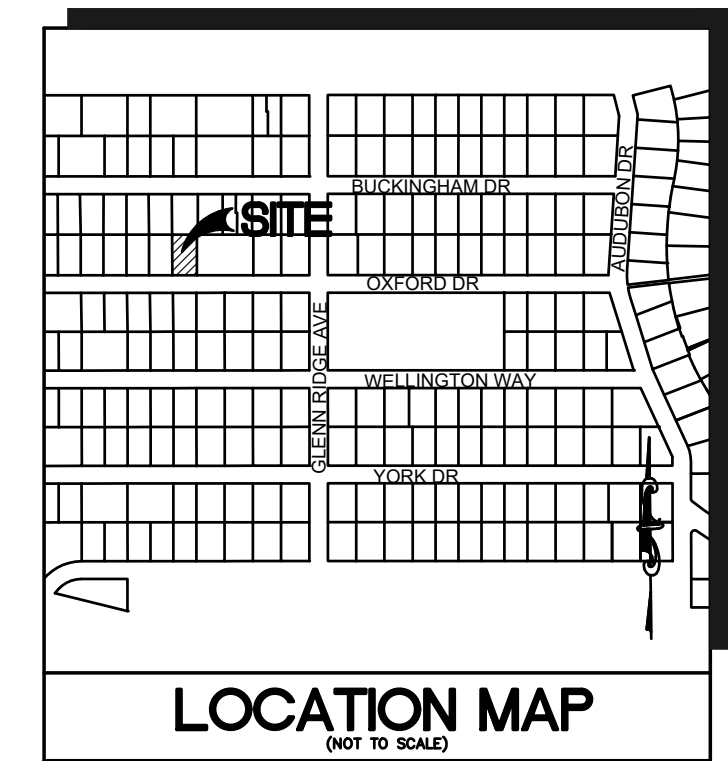
LEGEND

- ⊕ BENCH MARK
- FOUND IRON ROD
- FOUND IRON PIPE
- △ RIGHT OF WAY MARKER



ABBREVIATIONS

C.O.	-	CLEANOUT
C.E.	-	COMMON ELEMENT
DB.	-	DEED BOOK
E	-	ELECTRIC
FL	-	FLOWLINE
FT	-	FEET
FND.	-	FOUND
G	-	GAS
L.C.E.	-	LIMITED COMMON ELEMENT
M.H.	-	MANHOLE
N/F	-	NOW OR FORMERLY
PB.	-	PLAT BOOK
PG.	-	PAGE
P.V.C.	-	POLYVINYL CHLORIDE PIPE
R.B.	-	RADIAL BEARING
R.C.P.	-	REINFORCED CONCRETE PIPE
SQ.	-	SQUARE
T	-	TELEPHONE CABLE
V.C.P.	-	VETRIFIED CLAY PIPE
W	-	WATER
(86"W)	-	RIGHT-OF-WAY WIDTH



KLMR PROPERTIES LLC, OWNER OF THE PROPERTY DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, WHICH IS TO BE HEREAFTER KNOWN AS

"OXFORD PLACE CONDOMINIUM",

HAS CAUSED THIS PLAT TO BE PREPARED IN THE MANNER SHOWN HEREON. THIS PLAT MARKED IS AN ATTACHMENT TO THE CONDOMINIUM DECLARATION THAT IS RECORDED IN DOCUMENT NUMBER _____ IN THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY ST. LOUIS, MISSOURI, PURSUANT TO THE "UNIFORM CONDOMINIUM ACT", CHAPTER 448, MISSOURI REVISED STATUTES.

KLMR PROPERTIES, LLC,
BY _____

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY HE/SHE IS _____, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF _____; AND SAID _____ ACKNOWLEDGED THAT SAID INSTRUMENT IS TO BE THE FREE ACT AND DEED OF SAID _____.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

THE UNDERSIGNED REPRESENTATIVE OF _____, BEING THE HOLDER OF A PROMISSORY NOTE SECURED BY A DEED OF TRUST ENCUMBERING THE PROPERTY DESCRIBED HEREIN THAT IS RECORDED IN DEED BOOK _____ PAGE _____ OF THE OFFICE OF THE RECORDER OF DEEDS OF THE COUNTY OF ST. LOUIS, MISSOURI, DOES HEREBY JOIN THE EXECUTION OF THIS PLAT.

IN WITNESS WHEREOF, _____, HAS CAUSED THIS PLAT TO BE SIGNED THIS _____ DAY OF _____, 2024.

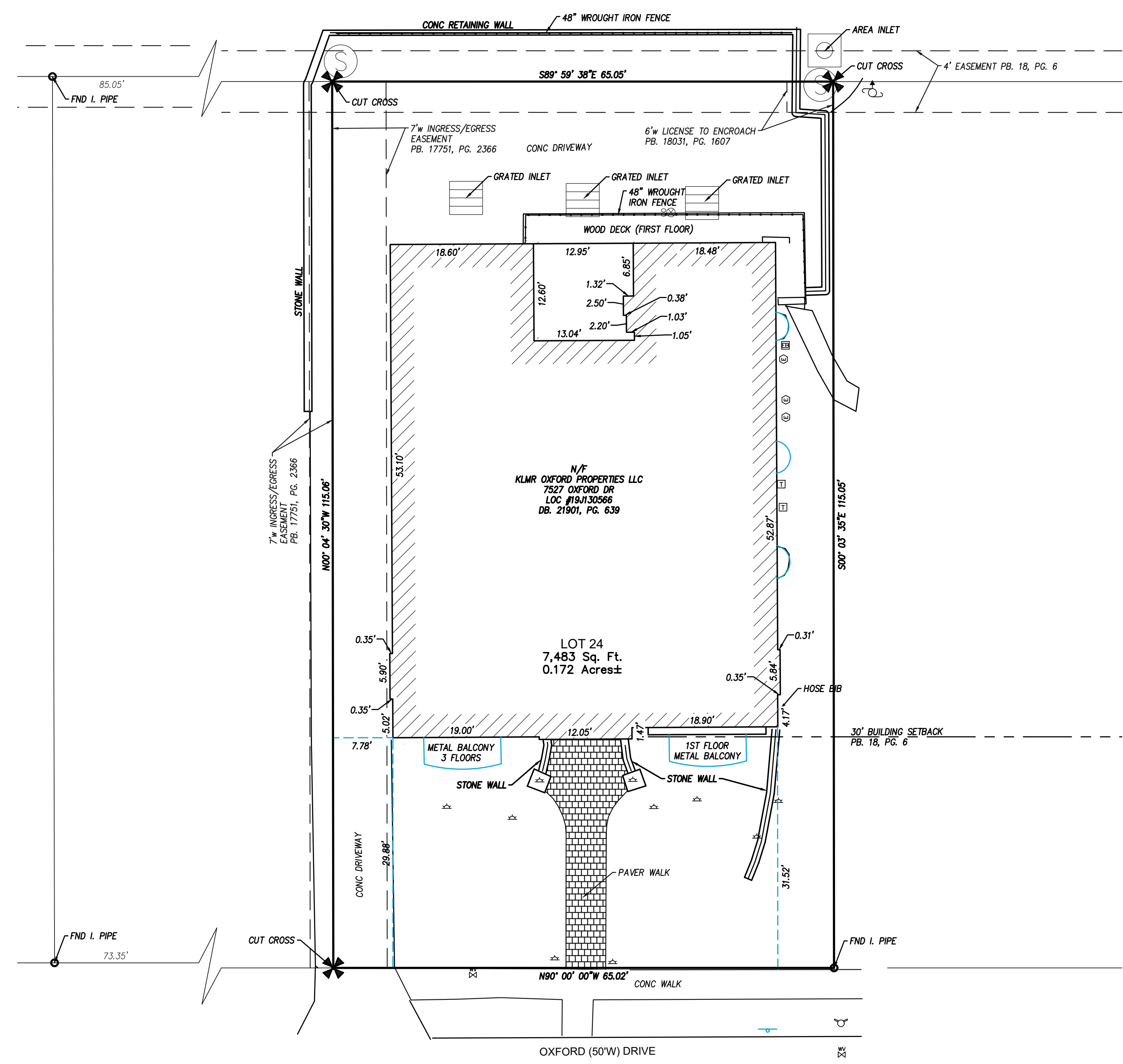
BANK
BY _____

STATE OF MISSOURI }
COUNTY OF ST. LOUIS } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME APPEARED _____ TO ME PERSONALLY KNOWN, WHO, BEING BY ME DULY SWORN, DID SAY HE/SHE IS THE _____, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID COMPANY BY AUTHORITY OF ITS DIRECTORS; AND SAID _____ ACKNOWLEDGED THAT SAID INSTRUMENT IS TO BE THE FREE ACT AND DEED OF SAID COMPANY.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL IN THE COUNTY AND STATE AFORESAID THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC



Lot 24 In Block 29 Of Moorlands Addition, a plat according to Plat Book: 18, Pages 6 and 7 of the St. Louis County, Missouri Records, and more particularly described as follows:

Beginning at the southeast corner of Lot 24 in Block 29 Of Moorlands Addition, thence proceeding along the northern line of Oxford Drive South 90 degrees 00 minutes 00 seconds West, 65.02 feet to a point; thence leaving said Oxford Drive, North 00 degrees 04 minutes 30 seconds West, 115.06 feet to a point; thence South 89 degrees 59 minutes 38 seconds East, 65.06 feet to a point; thence South 00 degrees 03 minutes 35 seconds West, 115.05 feet to the Point Of Beginning

WE, MAYOR AND THE CITY CLERK FOR THE CITY OF CLAYTON, MISSOURI, DO HEREBY CERTIFY THAT THE ABOVE PLAT WAS APPROVED BY THE BOARD OF ALDERMAN OF THE CITY OF CLAYTON. PASSED AND APPROVED BY THE BOARD OF ALDERMAN THIS _____ DAY OF _____, 2024.

BY ORDINANCE NUMBER _____

MAYOR, CITY OF CLAYTON, MISSOURI

CITY CLERK, CITY OF CLAYTON, MISSOURI

THIS IS TO DECLARE THAT Stock & Associates, Inc., HAS DURING THE MONTH OF July, 2024, AT THE REQUEST OF KLMR PROPERTIES, LLC, SURVEYED AND PREPARED THIS CONDOMINIUM PLAT OF LOT 24 IN BLOCK 29 OF MOORLANDS ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 18, PAGE(S) 6 AND 7 OF THE ST. LOUIS COUNTY, MISSOURI RECORDS, TO BE KNOWN AS "OXFORD PLACE CONDOMINIUM" AND THAT IN MY PROFESSIONAL OPINION, THE RESULTS OF SAID SURVEY AND CONDOMINIUM PLAT ARE SHOWN CORRECTLY HEREON.

TO THE BEST OF MY KNOWLEDGE, THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY SECTION 448.2-109, RSMO AND THE PLAT AND SURVEY UPON WHICH IT IS BASED ARE IN COMPLIANCE WITH THE CURRENT MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS FOR URBAN CLASS PROPERTY.

IN WITNESS WHEREOF, I HAVE SIGNED THE FOREGOING THIS _____ DAY OF _____, 2024.

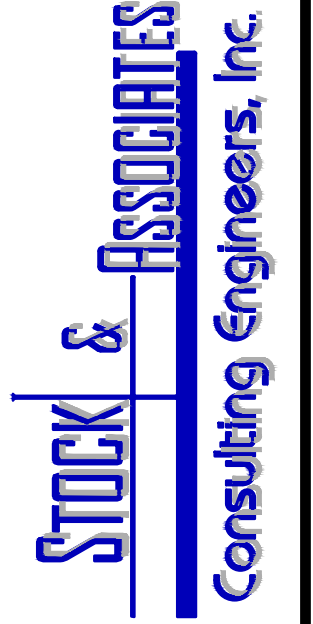
Stock & Associates Consulting Engineers, Inc
LC 222-D
Walter J. Pfleger, P.L.S. 2008-000728

NOTES:

- Stock and Associates Consulting Engineers, Inc. used exclusively St. Louis Title a div. of Fidelity National Title Insurance Company. Commitment No. STL2404829S, with an effective date of June 25, 2024 at 08:00 AM for research of easements and encumbrances. No further research was performed by Stock and Associates Consulting Engineers, Inc.
- SITE BENCHMARK: NAVD88(SLC2011a) Elev = 529.47 FTUS
"L" southeast corner capstone of east portal gate to Westwood Drive; northeast corner Clayton Road and Westwood Drive
- All concrete pavement, parking areas, walks, porches, patios steps, and grass areas, unless marked otherwise, are to be common elements.

PREPARED FOR:
KLMR PROPERTIES, LLC.
42 WOODCLIFFE ROAD
ST. LOUIS, MO 63124

PREPARED BY:



CONDOMINIUM PLAT
OXFORD PLACE
7627 OXFORD PLACE
CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

WALTER J. PFLEGER P.L.S.
MO. P.L.S. # 2008-000728
CERTIFICATE OF AUTHORITY
LC-222-D

REVISIONS:

NO.	DATE	DESCRIPTION

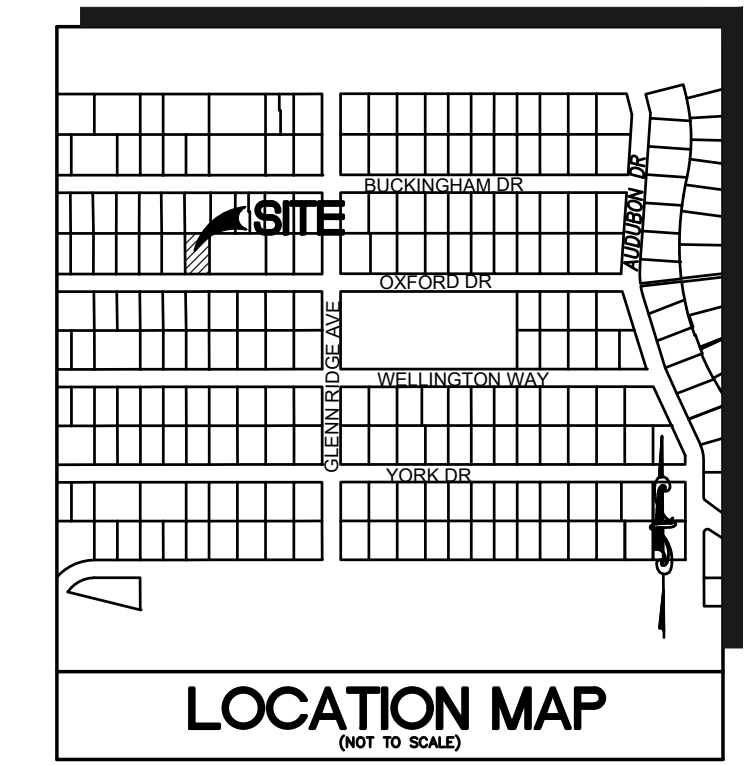
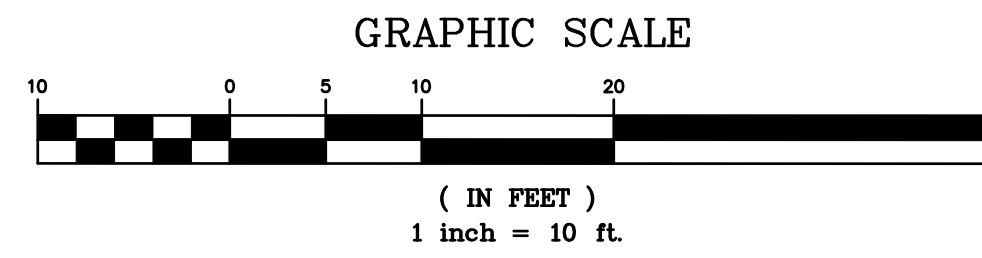
DRAWN BY: W.J.P.	CHECKED BY: W.J.P.
DATE: 7/26/2024	JOB NO.: 2024-7661
M.S.D. #: P-XXXX-XX	BASE MAP #: XXX
S.L.C. MAT #: XXXX	MAT SUR. #: XX-XXX-XX
M.D.N.R. #: MO-XXXXXX	

SHEET TITLE:
CONDOMINIUM PLAT

SHEET NO.:
1 OF 2

OXFORD PLACE CONDOMINIUM LOT 24 IN BLOCK 29 OF MOORLANDS ADDITION

PLAT BOOK 18, PAGES 6-7
CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI



PREPARED BY:

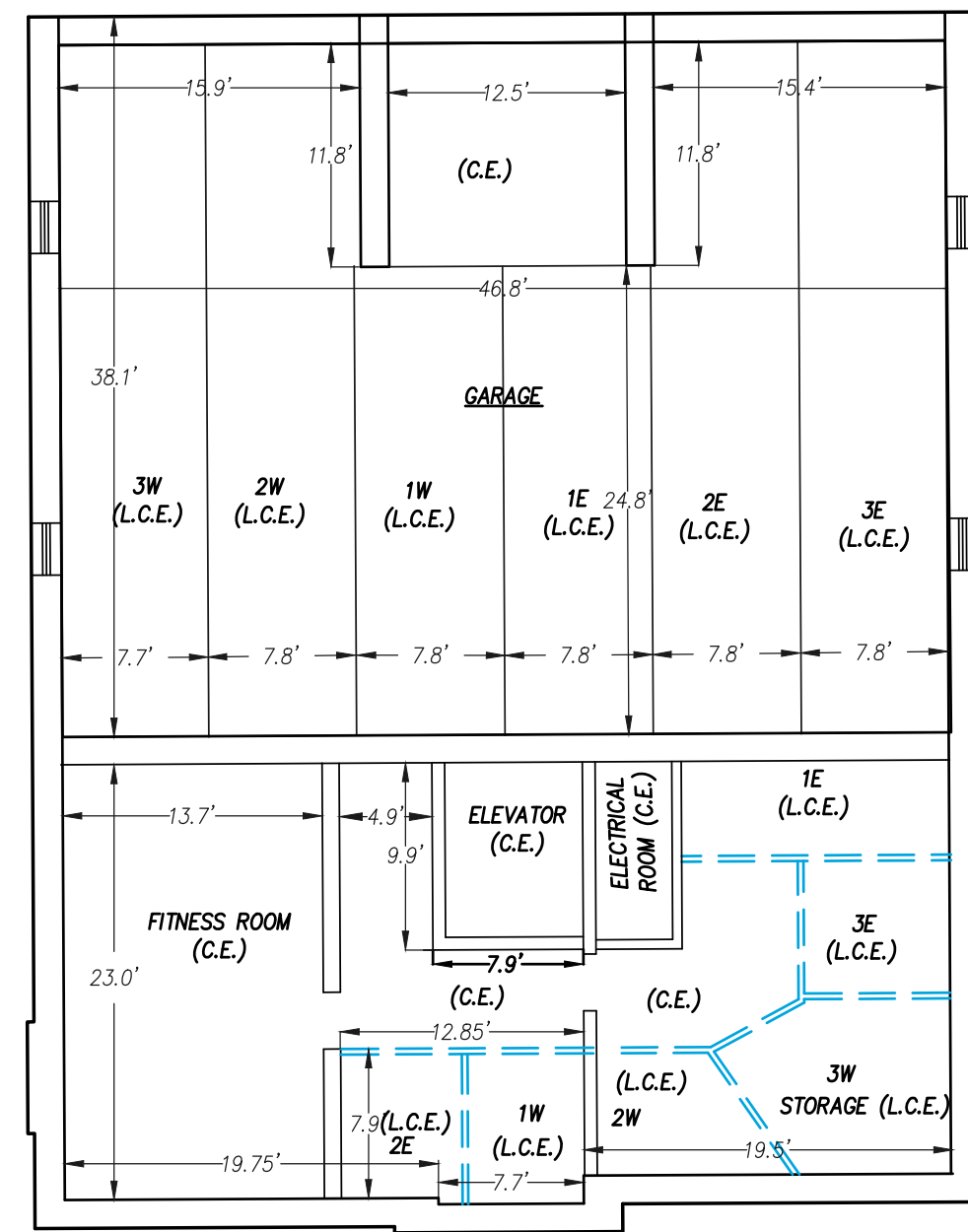
STOCK & ASSOCIATES
Consulting Engineers, Inc.

257 Chesterfield Business Parkway
St. Louis, MO 63005 PH: (636)
530-9100 FAX (636) 530-9130
e-mail: general@stockassoc.com
Web: www.stockassoc.com

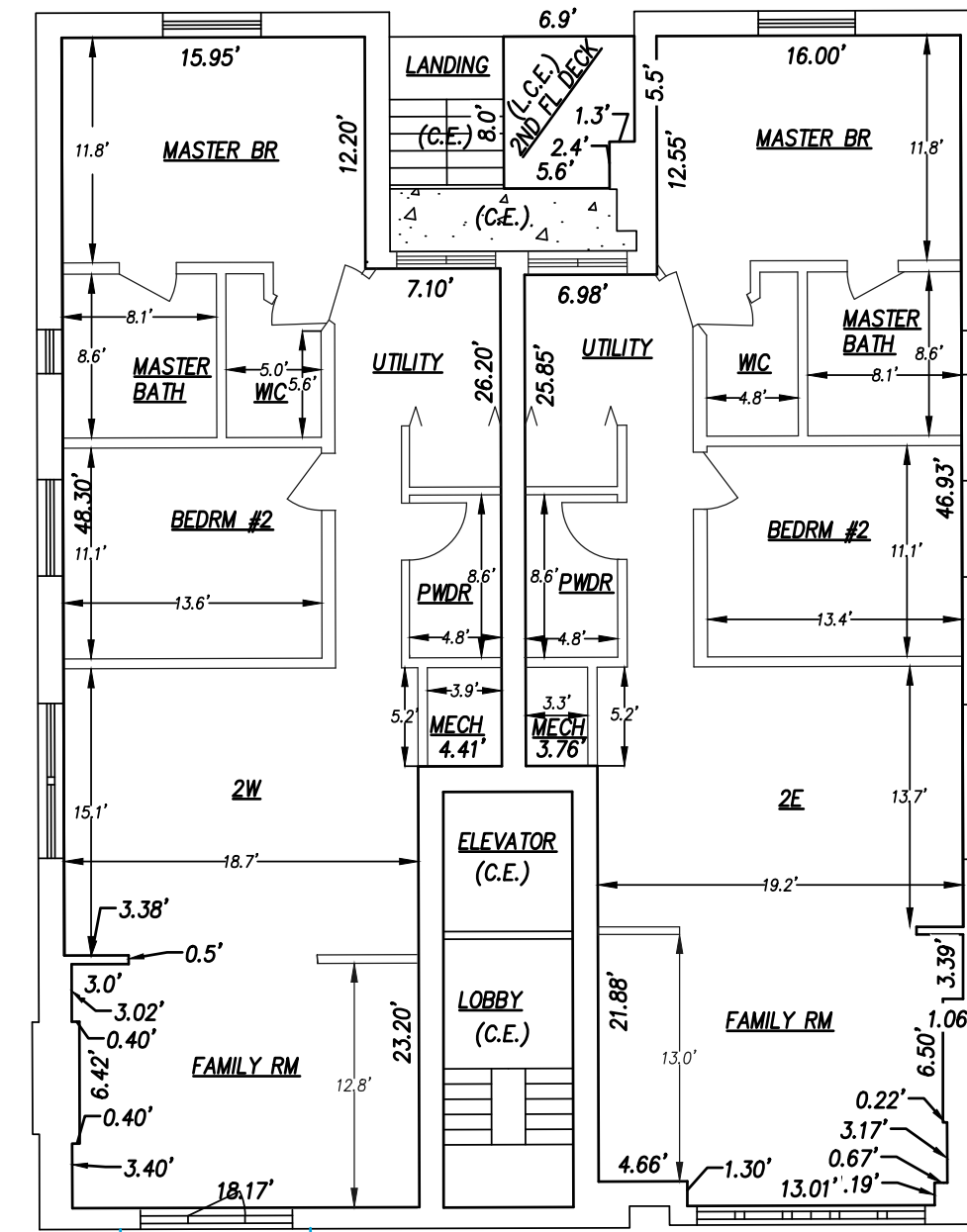
CONDOMINIUM PLAT

OXFORD PLACE

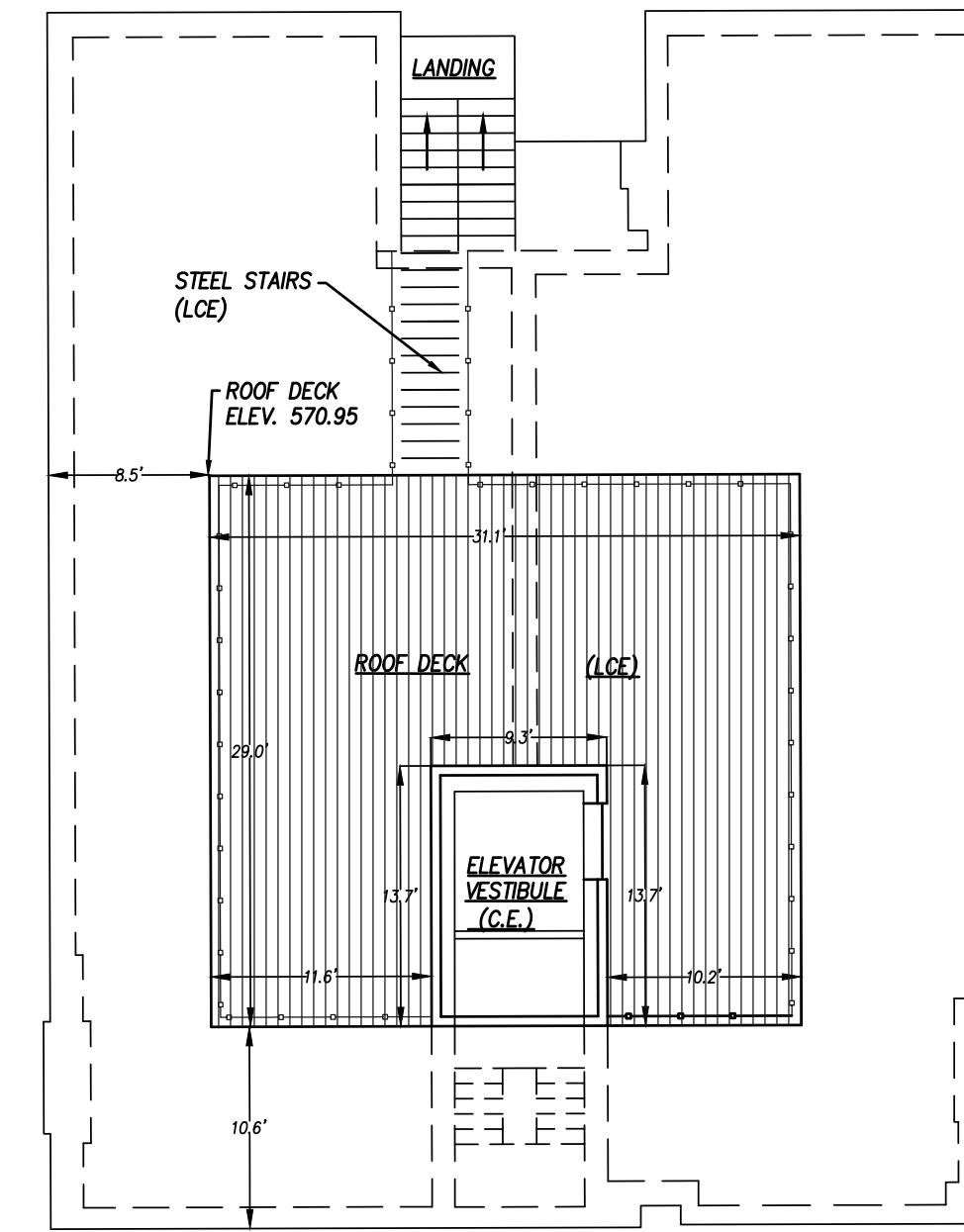
7527 OXFORD PLACE
CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI



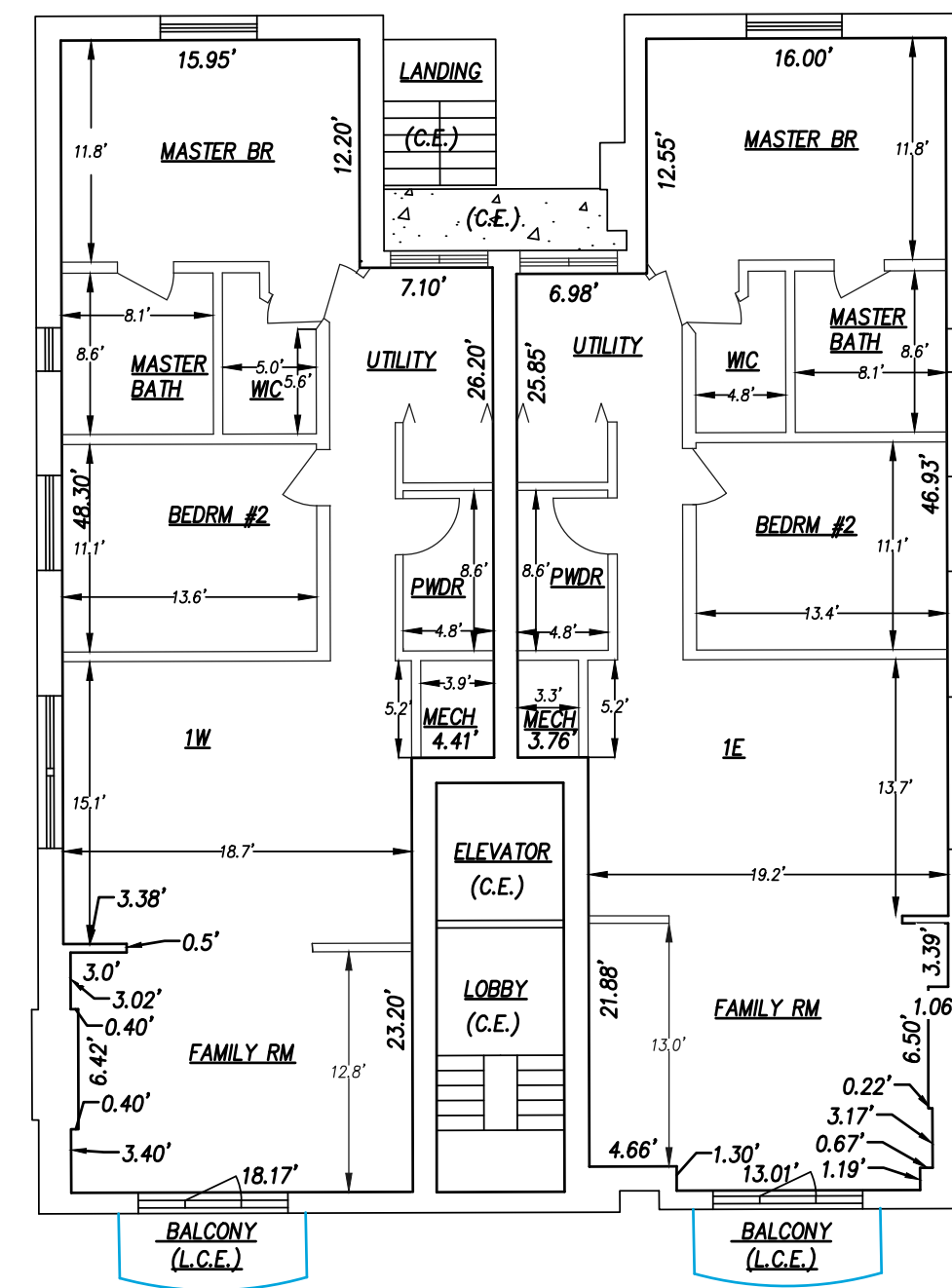
BASEMENT PLAN
(UNINHABITED STORAGE)



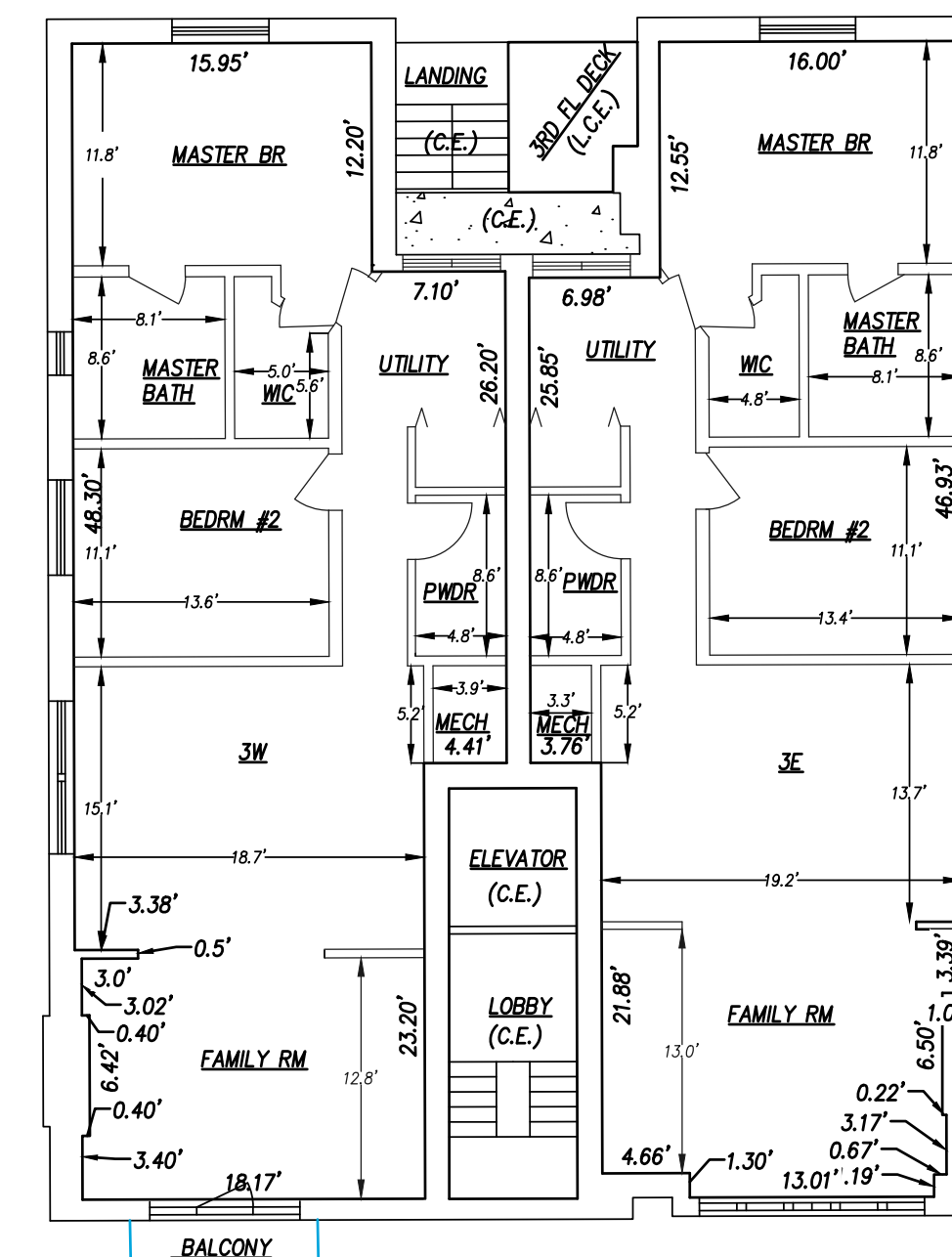
SECOND FLOOR PLAN



ROOF PLAN



FIRST FLOOR PLAN



THIRD FLOOR PLAN

	BASEMENT	1ST FLOOR	2ND FLOOR	3RD FLOOR	TOTAL
UNIT 1W	L.C.E. AREA 2614 S.F. FLOOR EL. 539.51 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 539.51 CEILING EL. 548.11			UNIT 1W TOTAL AREA 1,484± S.F. 15.717%
UNIT 1E	L.C.E. AREA 2844 S.F. FLOOR EL. 539.51 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 539.51 CEILING EL. 548.11			UNIT 1E TOTAL AREA 1,507± S.F. 15.961%
UNIT 2W	L.C.E. AREA 3744 S.F. FLOOR EL. 549.02 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 549.02 CEILING EL. 557.62			UNIT 2W TOTAL AREA 1,597± S.F. 16.914%
UNIT 2E	L.C.E. AREA 3824 S.F. FLOOR EL. 549.02 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 549.02 CEILING EL. 557.62			UNIT 2E TOTAL AREA 1,865± S.F. 16.999%
UNIT 3W	L.C.E. AREA 4164 S.F. FLOOR EL. 558.50 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 558.50 CEILING EL. VARIES			UNIT 3W TOTAL AREA 1,639± S.F. 17.359%
UNIT 3E	L.C.E. AREA 3874 S.F. FLOOR EL. 558.50 CEILING EL. 548.01	AREA 1,223± S.F. FLOOR EL. 558.50 CEILING EL. VARIES			UNIT 3E TOTAL AREA 1,810± S.F. 17.051%
TOTAL	2,104± S.F.	2,446± S.F.	2,446± S.F.	2,446± S.F.	9,442± S.F. 100.000%

WALTER J. PFLEGER P.L.S.
MO. P.L.S. # 2008-000728
CERTIFICATE OF AUTHORITY
LC-222-D

REVISIONS:

DRAWN BY: W.J.P.	CHECKED BY: W.J.P.
DATE: 7/26/2024	JOB NO: 2024-7661
M.S.D. P. # P-XXXX-XX	BASE MAP # XXXX
S.L.C. H&T # XXXX	H&T S.U.P. # XX-XXXX-XX
M.D.N.R. # MO-XXXXXX	

SHEET TITLE:
CONDOMINIUM PLAT

SHEET NO.:
2 OF 2

DRAWING FILE: C:\Users\jstock\OneDrive\Documents\OXFORD PLACE\OXFORD PLACE.dwg LAYOUT: SHEET 2 PLOTTED: 4/23/2024 9:46am PLOTTED BY: jstock

PREPARED FOR:
KLMR PROPERTIES, LLC.
42 WOODCLIFFE ROAD
ST. LOUIS, MO 63124

(Space above reserved for Recorder of Deeds certification)

COVER SHEET
(For Recording Purposes Only)

Title of Document: Declaration of Condominium of Oxford Manor Condominium

Date of Document: _____, 2024

Grantor(s): KLMR Properties, L.L.C.

Grantee(s): N/A

Grantee(s) Mailing Address: 42 Woodcliffe Road
St. Louis, MO 63124

Legal Description: See Exhibit A attached

**DECLARATION OF CONDOMINIUM OWNERSHIP
OF OXFORD MANOR CONDOMINIUM**

THIS DECLARATION OF CONDOMINIUM OF OXFORD MANOR CONDOMINIUM, is made as of this _____ day of July 2024, pursuant to Sections 448.1-101 to 448.4-120, inclusive, Revised Statutes of Missouri and amendments thereto (the “Act”), commonly known as the Uniform Condominium Act of the State of Missouri by **KLMR Properties, L.L.C.**, a Missouri limited liability company (the “Declarant”).

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described in Exhibit “A” attached hereto in the City of Clayton, St. Louis County, State of Missouri; and

WHEREAS, the Declarant intends to and does hereby submit said real estate together with the building, structure, improvements, and other permanent fixtures of whatsoever kind now or hereafter thereon, and all rights and privileges belonging or in any way pertaining thereto to be owned by Declarant and by each successor in interest of Declarant, under that certain type or method of ownership commonly known as “CONDOMINIUM” and to submit the property to the provisions of the Act; and

WHEREAS, the Declarant, has elected by this Declaration to establish, for the benefit of such Declarant and for the mutual benefit of all future Unit Owners or occupants of the Property, or any part thereof, a Condominium Development under Chapter 448 of the Missouri Statutes which shall be known as

OXFORD MANOR CONDOMINIUM

or such other name as may be subsequently adopted pursuant to the Act by the Declarant or the Board, certain easements and rights in, over and upon said real estate, and certain mutually beneficial restrictions and obligations with respect to the property use, conduct, and maintenance thereof; and

WHEREAS, the Declarant has further elected by this Declaration to declare that several Unit Owners, occupants, mortgagees, and other persons acquiring any interest in the Property shall at all times enjoy the benefits of, and shall at all times hold their interests subject to the rights, easements, privileges, and in furtherance of a plan to promote and protect the cooperative aspect of ownership and to facilitate the proper administration of such property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property.

NOW, THEREFORE, KLMR Properties, L.L.C. the legal title holder heretofore described, and for the purposes above set forth, **DECLARES** that the Oxford Manor Condominium is hereby established pursuant to the plat of the Condominium marked as Exhibit “C” and the following covenants, terms and conditions:

ARTICLE ONE: DEFINITIONS

1.1 “Common Elements” shall refer to all portions of the Tract except the Units. The Common Elements are further defined in Article Three and include the Limited Common Elements.

1.2 “Declaration” shall refer to this instrument, as amended from time to time.

1.3 “Majority of the Unit Owners” shall refer to the owners of more than fifty percent in the aggregate in interest of the undivided ownership of the Common Elements. In all matters including election of Board members and budget approval, each unit shall have an equal vote. Any specified percentage of the Unit Owners means such percentage in the aggregate in interest of such undivided ownership, for amendments or termination.

1.4 “Condominium” shall refer to that form of ownership in accordance with this Declaration and the Act, in which portions of the Property are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions designated for separate ownership.

1.5 “Person” shall refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property in Missouri.

1.6 “Plat” shall refer to the plat or plats of the survey of the Tract and of all the Units in the Property, as amended from time to time, which may consist of a three-dimensional horizontal and vertical delineation of all such Units. The initial Plat is recorded in Plat Book _____, Page of the St. Louis County Recorder of Deeds and by this reference, it, and all additions to the plats are made a part of this Declaration.

1.7 “Property” shall refer to all the land, property and space comprising the Tract and all rights and appurtenances belonging to the Tract, all improvements and structures erected, constructed or contained in or on the Tract, including the buildings and all easements, rights and appurtenances belonging to the buildings, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to provisions of the Act. The Property includes the Units and the Common Elements.

1.8 “Record” shall refer to a record in the office of the Recorder of Deeds of the St. Louis County, Missouri.

1.9 “Unit” shall refer to a part of the Property, including one or more rooms, occupying one or more floors or a part or parts, designed and intended for any type of independent use, and having lawful access to a public way and which is more fully described in section 2.1 below.

1.10 “Unit Owner” shall refer to the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

1.11 “Share” shall refer to the interest of each Unit Owner in the aggregate in interest of the undivided ownership of the Common Elements. The initial percentage interest attributed to each Unit is set forth in the Exhibit “B”, which is incorporated in the Declaration by this reference is incorporated as it may be amended by the Developer from time to time. Exhibit “B”, from the Declaration is incorporated in this Declaration by this reference, and sets forth the minimum percentage of interest for each Unit in the Common Elements stated on the basis of the total number of Units.

1.12 “Assessment” and “Special Assessment” shall refer to that portion of the cost of maintaining, repairing, insuring and managing the Property which is to be paid by Unit Owners as provided in this Agreement and may also be identified as Condo Fee. Assessment and Special Assessment are further defined in Article Eight.

1.13 “Common Expenses” shall refer to the actual and estimated costs of:

(a) Maintenance, management, operation, repair and replacement of the Common Elements (exclusive of those structures referred to in Section 1.15 as Limited Common Elements) which are the responsibility of the Executive Board to maintain, manage, operate, insure, repair, and replace pursuant to this Declaration;

(b) Management and administration of the Condominium, including, without limitation, the compensation paid by the Condominium to managers, accountants, attorneys and other employees; and

(c) Any other items in accordance with this Declaration.

1.14 “Developer” or “Declarant” shall refer to KLMR Properties, L.L.C., and its successors and assigns.

1.15 “Limited Common Elements” shall refer to those Common Elements which are reserved for the use of a certain Unit or Unit(s) to the exclusion of other Units as described in Article 13.

1.16 “Executive Board” or “Board” shall refer to that Board referred to in Section 6.2. Such Board shall also constitute the corporate Board of Directors if the Association is incorporated.

1.17 “Condominium Association” or “Association” shall refer to that Association referred to in Section 6.1.

1.18 “Tract” shall refer to that parcel of land described in Exhibit “A.”

ARTICLE TWO: UNITS

2.1 Identification and Description of Units. All Units in the building located on the Property have been legally described on the Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number as shown on the Plat and as set forth in the Declaration, and every such description shall be deemed good and sufficient for such purposes, and shall be deemed to convey, transfer, encumber or otherwise affect the owner’s corresponding percentage of ownership in the Common Elements even though the ownership in the Common Elements is not expressly mentioned or described in any such instrument. Each Unit Owner shall be entitled to all rights and privileges of the Unit and to the Share in the Common Elements appertaining to such Units as computed and set forth in this Declaration and which except for minor variations due to rounding, shall total one hundred percent when added to the interest of all the other units. The ownership of the Unit and the Unit’s Share in the Common Elements shall not be separated nor shall any Unit, by deed, plat, court decree or otherwise, be subdivided or in any other manner separated into tracts or parcels smaller than the whole Unit as shown on Exhibit “C”, the Condominium Plat. The percentage of ownership of each unit is computed on the basis of square footage of floor space in a unit, which shall not include basement, storage lockers, or garages spaces.

2.2 Structural Components. No Unit Owner shall own any pipes, wires, conduits, public utility lines, sanitary sewer lines or structural components running through their Unit and serving more than the Unit Owner’s own Unit except to the extent of the Unit Owner’s interest in the Common Elements, and no Unit Owner may disturb, modify or otherwise interfere with such Common Element without prior written approval of the Board.

2.3 Unit Boundaries. The Plat shall show the boundaries of the unit. The entire thickness of drywall, plaster and lathing constitutes the interior perimeter of walls and ceilings of the unit shall be part

of the unit. Old plaster ceilings and walls that have been covered over with drywall or lathing and drywall shall be considered to be Limited Common Elements assigned to the Unit but such Limited Common Elements shall not include the joists and rafters to which they are attached. The entire finished flooring of the unit shall also be considered to be part of the unit including any hardwood or tile. The unit's floor shall include all portions of the floor above sub-flooring, including any wood, carpet, tile or other coverings. The unit shall also include all windows, window frames, doors, door frames, locks, hinges and hardware. In spite of the fact that doors and windows are part of the unit the Board may regulate any painting, repair or replacements which in any way affect the exterior appearance of such windows and doors including storm windows.

ARTICLE THREE: COMMON ELEMENTS

3.1 **Definition.** Included in the Common Elements are all portions of the property except for the units. A portion of the Common Elements are further designated as limited Common Elements in Article Thirteen below. The Common Elements include but are not limited to the following:

(a) The common stairways, lobby, basement/garage, driveways, gardens, lawns, and sidewalks. No Owner shall place any item on the rear stairway or on the front stairway without Board approval and in accordance with local ordinances.

(b) All electrical wiring, pipes, phone wires, cables and conduits throughout the Property, except those serving only one Unit. Any utility installation exclusively serving only one Unit, whether such installation is located wholly or partially within or outside that Unit, shall be considered as being "within" the unit and is a part of that Unit. Such utility installations shall specifically include electric cables leading from a unit's electric meter, its breaker box, all gas lines serving the unit, all drain pipes, all water pipes to the point at which they enter a meter or connect with utility services serving another unit, all outside air conditioning equipment shall also be part of the unit.

(c) The foundations, exterior walls facing Common Elements, structural portions of interior walls separating Units, roofs, gutters, attics, downspouts and all other common portions of the Property not included within Units.

(d) An elevator that services each floor, the basement, and the roof, may be used by all Residents, but no Resident shall block the door open by any method for more than five (5) minutes without prior written approval by the Board. The Board may make additional rules regarding elevator use as it determines to be necessary.

(e) There is an exercise room in the basement for the use of all Owners and Residents and the Board shall have the right to set hours and rules for use. The Association shall not monitor the exercise or be responsible for exercise related injuries from use of such facilities.

(f) There is a roof top deck and hot tub for the use by Owners and Residents, and the Board shall have the right to set hours and rules for use. Such rules can include reservation procedures if any Owner or Resident is hosting more than six (6) guests at a time and may include limits or prohibitions on barbeque or other burning. Any portion of such facility may be closed seasonally or due to weather conditions.

3.2 **Interest in the Common Elements.** Attached as Exhibit "B" is a list of all Units by their identifying numbers and the Share appurtenant to each Unit, determined on an equal basis regardless of square footage of each Unit. The Shares as so computed have been rounded off to two (2) significant figures so that the sum of the Shares of all Units shall equal one hundred percent (100%). Except as otherwise

provided in this Agreement, each Unit Owner shall bear the same proportionate share of expense and administration of the Common Elements as is reflected on the Exhibit "B". The size of each Unit is the total number of square feet of floor space contained therein determined by reference to the boundary formed by the outer surfaces of the units walls dividing Units and the outer surfaces of the exterior walls of the Unit whose size is being calculated. Each Unit shall include all windows and all doors and doorways serving each such Unit whether such windows, doors and doorways are inside or outside of the plane of the wall. The Common Expense liability of each Unit shall be assessed in accordance with each Unit's Share.

3.3 No Partition of Common Elements. As long as the Property is subject to the provisions of the Act, the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements. Any covenant or agreement to the contrary shall be null and void. No provision in this Declaration, however, shall prevent partition of a Unit as between co-owners of that Unit, if such right of partition shall otherwise be available, but such partition shall not be in kind. No unit may be divided into more than one living unit.

3.4 No Severance of Ownership. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to their Unit without including in that instrument both the Unit Owner's interest in the Unit and the Unit Owner's Share in the Common Elements, and limited Common Elements assigned to the unit to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the Unit Owner's title to either the Unit Owner's interest in the Unit or Share in the Common Elements without including the other (not located in units) shall automatically be deemed to include the omitted interest in the Common Elements and Limited Common Elements including, but not limited to, storage lockers, and parking spaces. The use of parking spaces may be rented pursuant to section 13.4.

ARTICLE FOUR: EASEMENTS

4.1 Encroachment. If through construction, settlement or shifting of any building, any part of the Common Elements should encroach upon any part of a Unit or any part of a Unit should encroach upon any part of the Common Elements or upon any other Unit, easements for the maintenance of any such encroachment and for the use of the required space are established by this reference and shall exist for the benefit of the Unit Owner or the Common Elements, as the case may be, for as long as the encroachment exists. No easement shall be created in the event the encroachment is due to the willful conduct of the Unit Owner(s).

4.2 Easements to Unit Owners. Perpetual easements are hereby established for all Unit Owners, their families, tenants, guests, invitees and servants, for use and enjoyment of all Common Elements. In addition, each Unit Owner shall have an exclusive perpetual easement to use and to occupy any Limited Common Element which has been designated or constructed for the Unit Owner's Unit. However, no Unit Owner shall enlarge, modify, improve, or decorate any Limited Common Element without the prior written consent of the Executive Board. In the event any Unit's air-conditioning compressor or other mechanical equipment is located in the Common Elements, the affected Unit Owner shall have a perpetual easement to use that site for such purpose even though no formal designation of such areas are contained in the plat.

4.3 Easements in Gross.

(a) Each Unit Owner shall have an easement in common with the other Unit Owners to use all pipes, wires, ducts, cables, conduits, public utility lines, structural components and other Common Elements located in or running behind the walls of any of the other Units and serving the Unit Owner's Unit. Each Unit shall be subject to an easement in favor of the other Unit Owners to use the pipes, wires,

ducts, cables, conduits, public utility lines, structural components and other Common Elements located in such Unit and serving other Units. If the repair of utility services for the Unit or the Common Elements cause damage to the unit owned by another, the Unit Owner or the association making the repair shall be responsible for returning the unit to substantially the same condition as before the repair was begun.

(b) The Board, its appointees, employees or agents, shall have the right of access to each Unit to inspect the Unit and to remove any violations from the Unit and to inspect, maintain, repair or replace the Common Elements contained wholly or partially in the Unit. The Property shall be subject to a perpetual easement to the Board, its appointees, employees or agents, for ingress and egress to perform its obligations and duties in accordance with this Declaration. Should it be necessary to enter a Unit to inspect and remove a violation or to inspect, maintain, repair or replace any Common Element, the appointees, employees or agents of Board shall be entitled to entrance by exhibiting to the Unit Owner or occupant an order from the Board. Such entry shall be made with as little inconvenience to the occupant as practicable, but the Unit Owner and/or occupant shall not unreasonably interfere with such necessary entry. Forced entry, deemed necessary by the Board, shall not subject the Board, its appointees, employees or agents to trespass or other claim. In the event any Unit Owner or occupant shall fail to provide access to the Unit, the Board may (in addition to exercising any other lawful remedies) employ a locksmith and use other methods to gain physical entry or obtain an order of a court for such access, and the costs including locksmith costs and reasonable attorney fees shall be assessed against the Unit Owner of the unit. Any damage to the Unit as a result of forced entry or as a result of any repair of a Common Element from within the Unit shall be repaired by the Board as part of the Common Expenses only if the entry was on an emergency basis for the benefit of the Common Elements. In the event entry was made on an emergency basis for the benefit of the Unit Owner (i.e., plumbing leak in the unit's plumbing) any damage shall be paid by the Unit Owner. In the event that entry was made at a time arranged by the Board and the Unit Owner failed to grant access, the cost of gaining access will be assessed against the Unit Owner.

4.4 Utility Easements. Easements, as shown on the Plat or as subsequently granted in accordance with Section 7.5, are established and dedicated for sanitary and storm sewers, electricity, gas, water, telephones and cable television and for all other public utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, drainage, gas mains, telephone wires and equipment and electrical conduits and wires over, under, along and on the portions of the Common Elements.

4.5 Effect of Easements. All easements and rights established in this Declaration shall run with the land and inure to the benefit of and be binding on the Declarant, its successors or assigns, and any Unit Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed or conveyance or other instruments.

ARTICLE FIVE: UNIT OWNERS' RIGHTS AND RESTRICTIONS

The use of the Units and the Common Elements is restricted as follows:

5.1 Use of Units. Each Unit shall be used as single family residence and for no other purpose other than home offices allowed under Section 5.7. The use and occupancy of any Unit must be in compliance with the City of Clayton ordinances and regulations. The requirements of such ordinances may be enforced as covenants of this Declaration by the Board. Each Unit must be occupied as a residence by one (1) family which shall include no more than three (3) unmarried individuals and either of their children or parents, grandparents, children, brothers, and sisters. But aunts, uncles, cousins or more distant relatives shall be treated as unrelated individuals. The occupancy of the Units shall be subject to rules and regulations of the Association as may be promulgated from time to time by the Board. If any provision of this section shall be ruled as unenforceable, all the other restrictions shall remain in full force and effect.

5.2 Obstructions. There shall be no obstruction of any portion of the Common Elements nor any storage in the Common Elements without prior written consent of the Board. No clothes, laundry or other articles shall be hung, exposed or stored in or on any portion of the Common Elements, except for normal furnishings for limited Common Elements assigned to a specific unit or other items specifically approved in the Declaration or Rules and Regulations. Obstructions shall include, but not be limited to, dog runs, chains, pens and playground equipment, as well as any unauthorized plantings. It shall also include any basement storage not approved by the Board and City of St. Louis ordinances, except for that within Limited Common Elements.

5.3 Maintenance of the Unit. Each Unit Owner shall maintain and keep the Unit Owner's Unit in good order and repair and in a clean and orderly condition, including any Limited Common Elements designated for the Unit Owner's use. The foregoing shall be deemed to include (except as otherwise provided) responsibility for cleaning, washing, decorating, repairing or replacing all interior surface materials, original or added, including the full thickness of the drywall lath and plaster, wood flooring, as well as any carpet or tile laid over such flooring. The Unit Owner and/or occupants of a Unit shall do nothing to prejudice the structural integrity or increase the rate of insurance or violate any applicable law or code in the building in which the Unit is located. Hinges, lock sets and closers on doors exclusively serving a single Unit and windows, panes and glass, including screens and operating mechanisms, serving only a single Unit, shall be maintained by the Unit Owner. The Unit Owners shall not change or alter the design, color, texture, or material on or in, the Common Elements (such as paint, siding, brickwork, windows or doors) without the prior written consent of the Board. In accordance with the foregoing, the Board shall have the responsibility of routine painting all exterior doors, exterior sash, and all other exterior painted surfaces. If additional painting needs to be done because of actions of a particular Unit Owner the Unit Owner shall have a special assessment levied against that Unit Owner.

5.4 Signs, Antennas, Dishes. No signs shall be hung or displayed on the outside of a Unit or hung on the inside of the unit and made visible from the outside of the windows of a Unit or placed on any of the other walls of any building, and no sign, awning, canopy, shutter or antenna, dish or other device shall be affixed to or placed upon an exterior wall, roof or part of the Common Elements without the prior written consent of the Board. However, antennas and dishes which are allowed by the Federal Telecommunications Act may be located on Limited Common Element, balconies, but the Unit Owner shall be responsible for any expense of the Association caused by the presence. Without the prior written consent of the Board, no "For Sale", "Open House" or "For Rent" signs shall be displayed on any part of the Property including on the interior of unit windows by any Person. The Board may adopt regulations regarding For Sale or For Rent signs limiting the size as well as the times they can be posted, or prohibiting them entirely. This restriction shall not pertain to any Declarant rights set forth in Article 10.

5.5 Animals. No livestock, fowl or poultry or any kind of exotic animal shall be kept, raised or bred in any portion of the Property. However, two normal household pets including 2 dogs, 2 cats, or one of each without regard to the pet limit set forth above. Small birds, and other small domestic pets always kept in indoor cages, as well as fish in aquariums, may be kept in a Unit as pets as long as they do not disturb other residents or cause a nuisance. All pets shall be subject to the Board's right to seek removal of any pet which becomes a nuisance due to viciousness, odor, noise or other problem. The keeping of a pet shall be subject to the rules and regulations established by the Board from time to time. Whenever the pet is outside of a Unit, the pet shall be restrained by a leash at all times and any droppings from or damage by such pet shall be removed or repaired by or at the expense of the Unit Owner or keeper thereof. Pets may be allowed on the Unit's balcony only when the resident is home and the pet is making no loud noises, such as barking. There shall be no structure for the pet outside the Unit or in the garage of the building containing the Unit at any time.

5.6 Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done which will become an annoyance or a nuisance to other Unit Owners or occupants. The Board shall make this determination in its sole discretion. Nuisance can include, but shall not be limited to, loud noise, foul smells or unsightly or unhealthy situations. Unit Owners shall keep controllable noise such as TV, radio, stereo, talking, pounding to a level which is not clearly audible in another unit or the Common Elements.

5.7 Business Use. No business, trade, occupation or profession of any kind shall be conducted or maintained by the Unit Owners or occupants on any part of the Property, except that a Unit Owner may maintain a home office so long as customers, clients, suppliers, employees, or delivery men do not regularly call on the unit, and where no manufacturing or warehousing of products are involved. This section shall not apply to Declarant rights reserved by Declarant.

5.8 Ingress and Egress and Use of the Common Elements. There shall be no restriction upon any Unit Owner's right of ingress and egress to their Unit. No person shall use the Units or Common Elements in any manner which does not conform with the rules and regulations of the Board, as established and amended from time to time by the vote of the Board.

5.9 Right of Prior Notice of Sale or Lease. The right of a Unit Owner to sell, transfer or otherwise convey their Unit shall not be subject to any right of first refusal or similar restriction. However, all Unit Owners selling units must provide a copy of the sales contract, and a completed information sheet provided by the Board for new Unit Owners to fill out in order for the Board to provide a letter setting forth the Association's claim for condo fees, special assessments, fines and administrative charges or if none are due certifying that. The Board may charge an administrative transfer fee to defray costs of providing resale certificates, waiver letters, payment coupon books, changing condo records and other expenses. The amount of the transfer fee may be set by the Board from time to time.

5.10 Lease of a Unit. Each Unit Owner shall have the right to lease the entire Unit for a single family occupancy subject to the requirements of this Section. Every lease shall be submitted to the Board together with an information sheet prepared by the Board regarding the new tenants so as to assure compliance with this Declaration.

(a) Every lease shall be in writing and shall be subject to all provisions of this Declaration and the rules and regulations of the Condominium. The lease shall include a provision which makes any violation of the Condominium rules and regulations, this Declaration, or any provision of the lease (other than non-payment of rent) a basis for termination of the lease by the Board. The lease shall have minimum initial and renewal terms of twelve (12) months each, and no lease shall be on a month to month or holdover basis.

(b) Every lease shall appoint the Board to act as agent and attorney-in-fact for the Unit Owner for the purposes of enforcing the provisions of the lease, other than the non-payment of rent. If any such violation is not cured within thirty days or such shorter time as may be provided for in the lease, the Board, as attorney-in-fact, shall have the right of action to evict or otherwise terminate the lease or the tenant's possession of the Unit. The Board shall have no liability to the Unit Owner or tenant on account of any action taken pursuant to this Section. In addition to the rights previously set forth, the Board shall have all those other rights set forth in this Declaration. The Board shall have the right to collect attorneys fees and costs incurred by it in any eviction proceeding from the Unit Owner to the extent such fees are awarded by the Court in the eviction suit. In the event the Board recovers its fees against the Unit Owner, the Unit Owner shall have the subrogation right to collect on the Judgment against the tenant, as well as the right to collect unpaid rent.

(c) As of the date of this Declaration, _____ units are currently subject to lease agreements with Declarant as landlord. Such leases will not be renewed upon expiration of their respective terms. Upon such expiration dates, said units will be offered for sale and all subsequent owners of said units will be subject to this Declaration and the corresponding Bylaws.

5.11 Rights of Action. Any aggrieved Unit Owner shall have a right of action against any other Unit Owner, for that Unit Owner's failure to comply with the provisions of this Declaration, the Bylaws and Rules and Regulations of the Association. However, no Unit Owner shall have the right to file suit based on decisions of the Board which are made pursuant to the authority granted the Board in this Declaration or of the Association's Articles of Incorporation if incorporated. The Board shall have broad discretion on how it handles violations. The Court shall defer to the decision of the Board regarding violations unless it finds that the Board's determination was clearly outside the discretion granted to the Board by this document.

5.12 Real Estate Taxes. Real estate taxes shall be assessed and be lienable only against the individual Units together with their undivided interest in the Common Elements, and the interest of the Unit in limited Common Elements. The Association shall not owe any property taxes.

5.13 Purpose and Intent of Restrictions. The provisions as set forth in these restrictions shall be liberally construed in order to maintain the Condominium and to maintain property values of the units. In the event a Unit Owner or occupant shall fail to abide by the provisions hereof or any rules or regulations adopted by the Board as allowed herein after reasonable written notice of a violation furnished by the Board, the Board (in addition to exercising other lawful remedies) may bring suit for injunctive relief, damages or both and upon prevailing, the costs and reasonable attorney's fees shall be taxed against the Unit Owner found to be in violation either personally or through the actions of the Unit Owner's family, tenants, workers, and invitees or others on the property under the Unit Owner's authority.

5.14 Parking and Parking Spaces.

(a) No parking of automobiles or other vehicles is permitted behind the garage doors or in any way block access to or from the garages or driveways.

(b) The Board, in its sole discretion, may make other reasonable rules and regulations, including use of basement garage parking spaces, and derelict vehicles from time to time as they, in their discretion may determine in order: (i) to curtail parking, the abandonment of vehicles, the storage of vehicles, and any extensive repairing of vehicles; (ii) to prohibit large trucks (rated over 3/4 ton, commercial vehicles with commercial lettering on the side, large vans (rated over 3/4 ton), boats, trailers, campers, motorcycles, motor bikes or other vehicles which the Board may, in its discretion, determine objectionable parking by the Board; and (iii) to control other traffic and parking abuses of a similar nature. The Board may control parking offenses by having vehicles towed at the offender's expense, upon reasonable prior notice pursuant to state statute (except for emergency violations or where the vehicle is blocking the garages or other vehicles in which case no notice shall be necessary).

(c) All parking spaces in the garage shall be subject to initial assignment by the Declarant in the initial deed to the unit or other written parking assignment using the letter designating such space on the plat. The Declarant may sell parking spaces for an additional cost. No Unit Owner may sell any garage space separate from the sale of the Unit (except with Board approval to a Unit Owner who does not have a parking space), or rent such space to anyone other than another resident of the Condominium. The ownership of parking rights shall automatically pass upon sale of a Unit regardless of whether set forth in a deed. Notwithstanding the foregoing, Unit Owners may rent out their parking spaces to another Unit

Owner so long as the period is for not more than a year and both Unit Owners shall have the right to terminate the lease at the end of each yearly period. All rental agreements shall be submitted to the Board before taking effect.

5.15 Trash Disposal. Trash, rubbish and garbage shall be placed in the dumpsters. No unit may overload any dumpster so that its lid does not close, or leave any trash or debris beside the dumpster. However, certain large items may be left in the designated spot on the day of, or the day prior to, a bulk pick up day but may not block parking or driveway access. Any unit resident who leaves items anywhere but in dumpsters, or which leaves items that block access to any parking space or garage shall be subject to a fine, as well as a special assessment to clean up or remove such items. In the event that the method of trash collection changes, or there is a different method of collection or recycling or yard waste, the Board may make any regulations regarding such pick ups as it deems to be desirable. The Association shall pay for trash disposal unless provided for by Municipal authority through its general revenues (except for large items that do not fit in dumpsters and are not covered by the trash hauler agreement).

IN WITNESS WHEREOF, the undersigned has executed this Declaration this ____ day of _____, 2024.

KLMR PROPERTIES, L.L.C.

By: _____
Larry Lipsitz, Manager

STATE OF MISSOURI)
) SS
ST. LOUIS COUNTY)

On this ____ day of _____, 2024, before me appeared, Larry Lipsitz, to me personally known, who, being by me duly sworn, did say that he is the person who executed the above document, and that said instrument was signed in behalf of said KLMR PROPERTIES, L.L.C. a Missouri Limited Liability Company, by authority of the Members, respectively; and he acknowledged said instrument to be the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public
Print Name: _____

My Commission Expires:

MORTGAGEE'S SUBORDINATION

The undersigned, _____, as a duly authorized officer of the _____ Bank being the holder of a certain Deed of Trust dated _____, _____, recorded in the office of the Recorder of Deeds for St. Louis County, Missouri, in Book _____, Page _____, does hereby join in and consent to the execution and recording of the above Declaration of Condominium for Oxford Manor Condominium including the exhibits appended thereto, and does hereby subordinate the lien of its Deed of Trust so that, in the event of foreclosure, that portion of the property which is covered by said Deed of Trust shall continue to be subject to this Declaration and all exhibits attached thereto.

Date: _____, _____

_____ BANK

By: _____

Printed Name: _____

Title: _____

STATE OF MISSOURI)
) SS
ST. LOUIS COUNTY)

On the _____ day of _____, _____, before me appeared _____, to me personally known, who, being by me duly sworn did say that he is _____ of _____ Bank, a Missouri Corporation, and said instrument was signed on behalf of said bank by authority of its Board of Directors; and _____ does acknowledge said instrument to be the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid the day and year first above written.

Notary Public
Print Name: _____

My Commission Expires:

EXHIBIT "A"

OXFORD MANOR CONDOMINIUM

LEGAL DESCRIPTION

Lot 24 in Block 29 of Moorlands Addition, according to the plat thereof recorded in Plat Book 18 Pages 6-7 of the St. Louis County Records.

Parcel ID: 19J130566

EXHIBIT "B"

OXFORD MANOR CONDOMINIUM

PERCENTAGE OF OWNERSHIP

ADDRESS	UNIT NUMBER	PERCENTAGE OF OWNERSHIP CONDOMINIUM ASSESSMENT LIABILITY*
7527 Oxford 1E	1E	.16666
7527 Oxford 1W	1W	.16666
7527 Oxford 2E	2E	.16666
7527 Oxford 2W	2W	.16666
7527 Oxford 3E	3E	.16666
7527 Oxford 3W	3W	.16666

* All Units have been assigned the same Percentage of Ownership even though the square footage differs by a few square feet.

EXHIBIT "C"

OXFORD MANOR CONDOMINIUM

PLAT

Due to size, the Plat may not be recorded as part of the Condominium Declaration but is recorded separately as a Plat in Plat Book _____, beginning at Page _____.

EXHIBIT 2

OXFORD MANOR CONDOMINIUM

12 MONTH PROJECTED BUDGET FOR 2025

APPROXIMATE MONTHLY COST - 7527 OXFORD

Insurance	\$1,335.00
Trash	\$40.00
Electric	\$130.00
Water	\$140.00
Sewer	\$160.00
Lawn & Snow	\$500.00
Cleaning	\$200.00
Elevator maintenance contract	\$200.00
Reserves (\$100 per unit)	\$600.00
TOTAL 6 UNITS	\$3,455.00
TOTAL EACH UNIT	\$575.00

EXHIBIT 3

INSURANCE COVERAGE

The Condominium Association will have a casualty and liability insurance policy with Columbia Insurance Company. The Association's insurance broker, who is obtaining the policy, is Insurance Consultants. David Wenzel is the contact person and their phone number is (636) 394-9070 and their email is djwenzel@earthlink.net if you need further information regarding insurance issues. However, only the Association has the right to file claims against the policy so all claims should be presented to the Board of Managers.

Generally, the Association's insurance covers the Common Elements and the Units as delivered by the Declarant/Developer including floor coverings, cabinets, electrical, and plumbing fixtures/equipment. However, there are deductible amounts that each unit owner needs to pay for any covered damage in the unit. The insurance does not insure any upgrades the unit owner makes in the unit after purchase and does not provide coverage for personal property and does not provide coverage for premises liability in the unit. Each unit owner needs to purchase a "Unit Owner's" insurance policy to cover these risks. This insurance is required by most lenders and may be obtained through the Condominium Association's agent listed above or through the unit owner's insurance agent at the unit owner's sole discretion.

Exhibit 4

OXFORD MANOR CONDOMINIUM

STATEMENT OF LIMITED WARRANTY COVERAGE

The Declarant provides a one year limited warranty on all construction work performed by Declarant on the Unit from the date of closing, but makes no other express warranties with respect to the Unit, the Common Elements, the Limited Common Elements or any goods, if any, whether or not attached to the structure, sold in connection herewith except as expressly set forth in the "Sale Contract." This Limited Warranty does not cover minor cracks, dings, nicks or other matters that do not materially affect structural integrity or the general appearance of the unit.

Assignment of Personal Property Warranties by Declarant

Declarant hereby assigns to Purchaser all manufacturers warranties on all items installed in the Unit, including but not limited to, furnace, air conditioning unit, kitchen appliances and fixtures, cabinets, bathroom fixtures, hot water heaters, light fixtures, carpets.

THE DECLARANT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE BUILDING, UNIT, COMMON ELEMENTS, FIXTURES AND PERSONAL PROPERTY SOLD UNDER THE SALE AND PURCHASE AGREEMENT INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM AND PRACTICE OR OTHERWISE. The definition of Personal Property as used herein shall be that provided under the Missouri Uniform Condominium Act Sections 448.1-101. and the Official Comments thereunder, and includes, without limitation, all air conditioners, furnaces and water heaters. As provided in the Sale Contract, the Declarant agrees to assign at Closing to you (but without recourse on or warranty of the Declarant) all warranties, if any, the Declarant may have received from its suppliers and installers with respect to any such goods and personal property included under the sale contract.

**AGREEMENT OF PURCHASER TO REDUCE
STATUTE OF LIMITATIONS PERIOD FOR WARRANTY**

Pursuant to Section 448.4-116 RSMo. 1983, the statute of limitations for filing of an action resulting from a breach of warranty in connection with the sale and purchase of a Condominium Unit in Oxford Manor Condominium is hereby established as a period of two years from the date of closing on the Unit.

DECLARANT (Seller)
KLMR Properties, L.L.C.

Signature By: _____
Larry Lipsitz
General Manager

PURCHASER(S)

Signature By: _____

Printed Name: _____

Signature By: _____

Printed Name: _____

EXHIBIT 5

OXFORD MANOR CONDOMINIUM

GENERAL STATEMENT OF RENOVATION

The building has received an extensive renovation including all new systems, including electric, plumbing, HVAC windows, roof, garage doors, and more specifically set forth as follows:

- Exterior:** Tuckpointing and water proofing of entire building has been done.
- Installed all new Thermal Pane windows. The front window frames and sills have been painted to enhance the historic architectural appearance of the building from the street.
- Windowsills and frames covered with maintenance free trim on sides and rear windows to enhance architectural detail.
- Grounds:** Front yard landscaped along with cobble stone walkway, wing walls, and lighting.
- The driveway has been totally redone. A retaining wall has been built at the rear of the property.
- New sewer system and fresh water drain pipes installed under back driveway and basement.
- Installation of irrigation sprinklers.

UNITS

- Kitchen:** Installation of new cabinets, new granite counter tops, new tile floors, new sinks, new dishwashers, new ranges, new microwave ovens, new light fixtures, and new Thermopane windows.
- Bathroom:** Installation of new sinks, new vanities, new toilets, new tubs and showers, new tile floors, new walls, new light fixtures, new Thermal Pane windows. Installation of jacuzzi tubs and dual shower heads in master bathrooms.
- Bedroom(s), Living Room, Dining Room, Sunroom/Den/Rear Decks:** Installation of new light fixtures.
- Repair and painting of walls. The ceilings of the unit have been covered with drywall and some interior walls have been added, relocated with drywall, or eliminated.
- Wood floors have been replaced . Installation of new Thermal Pane windows.
- Installation of rear outdoor decks.
- Roof:** A new roof has been installed. A housing structure for the elevator with an exit has been installed.

- Walls:** Installation of new interior walls and new insulation added with and R-value of R38 for exterior walls and R13 for ceilings.
- Flooring:** Installation of new flooring.
- Windows:** New vinyl insulated Thermal Pane windows have been installed throughout the building including the basement and the windows have R-value R-2.5.
- Mechanical:** Installation of all new water supply and waste lines.
- Installation and major upgrade of electrical service to 200 AMP with new panels in each unit.
- Installation of a new electric furnace for each unit and new individual 13 SEER air conditioning units with all new ductwork have been installed in each Unit.
- Each unit is equipped with side by side washer and dryer units...
- Elevator:** A new elevator has been installed that opens on to each floor, and into the basement, and onto the roof.
- Parking Spaces:** Each unit is allocated one garage parking spot.
- Basement:** There has been major work in the basement. Each unit is allocated one storage locker. An exercise room has been installed in the basement.

EXHIBIT "6"

OXFORD MANOR CONDOMINIUM

LEAD PAINT DISCLOSURE

LEAD PAINT DISCLOSURE:

NO LEAD PAINT INVESTIGATION HAS BEEN CONDUCTED AT THE PROPERTY, BUT SINCE THE PROPERTY WAS CONSTRUCTED PRIOR TO 1978 IT IS POSSIBLE THAT LEAD PAINT IS PRESENT. HOWEVER, DECLARANT STATES THAT MOST, IF NOT ALL, LEAD PAINT HAS BEEN ABATED BY REMOVAL OF ORIGINAL WALLS, CEILINGS, WOODWORK, AND WINDOWS.

_____ CERTIFIES THEY HAVE RECEIVED 14 PAGE EPA PAMPHLET ON LEAD PAINT BY CHECKING THIS BOX .

**BYLAWS OF
OXFORD MANOR CONDOMINIUM ASSOCIATION**

ARTICLE ONE: CONDOMINIUM ASSOCIATION AND BOARD

1.1 Condominium Association. The Property shall be administered by a Condominium Association known as the Oxford Manor Condominium Association, consisting exclusively of Unit Owners or their heirs, successors or assigns. The Association may be organized as a not-for-profit corporation and shall have the responsibility to manage and administer the Property in accordance with this Declaration. In the event the corporate charter is not applied for, is forfeited or revoked, the Association shall continue as an unincorporated association.

1.2 Board. The Executive Board may act in all instances in behalf of the Association, except as limited by this Declaration, Bylaws, any Corporate Charter and the Act.

1.3 Board Membership.

(a) The Board shall consist of one person from all six (6) Unit Owners. For purposes of Board membership, a Unit Owner shall be deemed to include any officer or director of any corporate Unit Owner duly designated in writing by such Unit Owner. A person holding a Unit as a partner, tenant in common, joint tenant, or tenant by the entirety, shall be considered a Unit Owner for purposes of determining qualification for the Board. At the Annual Unit Owner's Meeting each unit shall designate the person from their unit to serve as the Board member from the unit for the following year.

(b) At the annual meeting of the Unit Owners, the officers shall be elected and the officers shall constitute the Officers Committee, which may make day-to-day decisions and decisions in emergency situations.

1.4 Officers of the Board.

(a) The Board shall elect officers consisting of a president, a secretary, and a treasurer, each of whom shall be a member of the Board. The president shall preside over all meetings of the Board, the Officers Committee, and of the Association and shall serve as, or appoint a parliamentarian. The secretary shall keep minutes of all meetings of the Board and Association, a record of the voting members and, in general, perform all duties incident to the office of secretary. The treasurer shall keep records or supervise the manager or accountant, regarding all financial matters or may keep all financial records and books of account if no employee or agent is hired to do so. The Officers shall also act as the Executive Committee. The Officers Committee may meet separate from the Board and make decisions regarding the day-to-day operation of the Association.

(b) The Board shall procure a blanket fidelity bond for anyone who is individually and collectively authorized to participate in handling fund belonging to Unit Owners in an amount not less than the estimated maximum of reserve funds, in the custody of the Board at any given time during the term of the bond. The bond shall not contain any provision excluding

or limiting coverage of persons serving without compensation. The premium for such bond shall be a Common Expense, apportioned and collected in the same manner as other Common Expenses.

1.5 Meetings of the Board.

(a) Meetings shall be held at the time and place established by the Board, and special meetings may be called on five days' notice by any member of the Board or by unanimous waiver of notice. Attendance and participation in a meeting shall constitute a waiver of notice. The Association may combine any Unit Owners meeting with any Board Meeting and in the event there is only one meeting, approval at such meeting shall constitute Board approval and Unit Owner approval.

(b) A majority of members of the Board shall constitute a quorum. A majority of those present shall be required to adopt any resolution. All Board members must be invited to all meetings except for meetings where the only business is discussing discipline of a Unit Owner for breach of the Declaration, Bylaws, Rules and Regulations or Assessment default. Regardless of whether a Unit Owner is invited to such meeting, the Unit Owner shall have the right to appeal the decision at a second meeting which shall serve as a hearing. All Board members may vote on all matters even if the vote is for disciplining themselves or another Owner in their Unit.

1.6 Meetings of the Association.

(a) The first annual meeting of the Association held pursuant to procedures in Section 10.6. Thereafter, Annual meetings shall be held during November or December of each succeeding calendar year. The Secretary shall provide all Unit Owners with not more than sixty days nor less than ten days advance written notice of the annual meetings.

(b) Special meetings of the Association may be called at any time for the purpose of considering any matter requiring the approval of the Association or for any other reasonable purpose. Twenty percent (20%) of the Board or of the Unit Owners may call a special meeting upon giving notice to all the Unit Owners in the same manner as provided for notice for annual meetings.

(c) Presence at any meeting, either in person or by written proxy, by more than fifty percent (50%) of the Unit Owners representing four (4) separate units, (on the basis of equal voting) shall constitute a quorum. Any action may be taken on any item on the agenda at any meeting at which a quorum is present upon the affirmative vote of the majority of the Unit Owners present at that meeting, unless otherwise provided in this Declaration or in the Act.

1.7 Voting Rights in the Association. Only one individual shall be entitled to vote for the owners of each Unit, and such individual shall be known as the "Board member." If one of the multiple owners of a Unit is present at a meeting of the Association, that individual is entitled to cast all the votes allocated to that Unit. If more than one of the multiple owners of a Unit are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority of the multiple owners. Once the majority position has been established, the voting member shall cast the vote. There is majority agreement if any one of the multiple owners casts the votes allocated to that Unit without protest to the person presiding over the meeting by any of the other multiple owners of the Unit. Should the same Person(s), own more than one Unit, the

same voting member may be designated for each Unit, and, in this event, that Person shall have one vote for each such Unit at Board and Unit Owners meetings. A corporation, if a Unit Owner, shall act through its president or through such other officer or director as the board of directors designates in writing. A partnership, if a Unit Owner, shall act through a partner as designated by the partnership in writing. A trust, if a Unit Owner, shall act through its trustee. If there is more than one such trustee for a trust, then the trustees shall designate in writing which trustee shall be entitled to vote. Votes allocated to a Unit may be voted by written proxy duly executed by the Unit Owner. The proxy may be valid for no more than one year. Unless a different time is set on the proxy, it shall be good only for one meeting and may be revoked by actual notice to the person presiding over a meeting of the Association, prior to the ballot on any issue has been cast.

ARTICLE TWO: RESPONSIBILITIES OF THE BOARD AND OFFICERS COMMITTEE.

For the benefit of all Unit Owners, the Board shall have the following duties and powers:

The Board shall have the right to administer the Association unless one of the Unit Owners objects, in which case any dispute shall be brought before the Board. All contracts shall be distributed to all Board members at least twenty-four hours before execution (except for emergency repairs, which may be authorized by the Officers Committee).

2.1 Employment of Manager. The Board may employ a manager, managers and/or a managing agent or agents on reasonable terms to carry out the administrative duties given to the Board and pay such manager(s) and/or such managing agent(s) reasonable compensation. The Board, as it deems necessary, may also employ and retain accountants, attorneys, other professionals and such other persons necessary for insurance, maintenance, repair, and replacement of the Common Elements. Any management agreement shall be for a period not to exceed one year and may be renewed from year to year and shall be terminable for cause upon thirty days' written notice. The Board may hire a Unit Owner to be Manager, but no Board member from that Unit may vote on the matter of hiring, or the compensation of a Manager who is a co-Owner of the same Unit in the Condominium.

2.2 Insurance. Not later than the time of the first conveyance of Unit to a Unit Owner other than the Declarant, the Board, in its own name as Trustee for the benefit of the Unit Owners, shall purchase and maintain a fire and extended coverage insurance policy and a comprehensive public liability insurance policy pursuant to the provisions of this subsection. Premiums for such insurance policies shall be a Common Expense. All such insurance policies shall be placed with companies licensed in the State of Missouri.

(a) The Board shall purchase and maintain a fire and extended coverage insurance policy with, if available, an "all risks" endorsement in an amount which shall not be less than 100% of the replacement value of all improvements and all personal property owned by the Condominium, exclusive of land excavations, foundations and other items normally excluded from property policies, with a standard mortgage clause in favor of mortgagees, if any. The "loss Payee" clause shall show the Association, the Trustee (as hereafter defined) as a trustee for each Unit Owner and the holder of each Unit's mortgage. The insurance policies shall provide: (i) the "special condominium endorsement"; (ii) recognition of the insurance trust arrangement provided

in paragraph (d) of this subsection; (iii) a waiver of the insurer's rights to subrogation against the Unit Owners or occupants; (iv) that the insurance coverage is not to be prejudiced by any act or neglect of any individual Unit Owner or Unit Owners which is not within the control of the Unit Owners collectively; (v) that the insurance policy primary in the event that any Unit Owner has coverage for the same loss; and (vi) that each Unit Owner is an insured person under the policy with respect to liability arising from the Unit Owner's interest in the Common Elements or the Unit Owner's membership in the Association. Notwithstanding any other provision of this subsection, or of this Declaration, the Board shall not be required to insure: any alterations and improvements made by each Unit Owner to the Unit Owner's Unit, any floor coverings (including wall to wall or area carpeting or rugs, padding beneath such carpeting, vinyl, rubber or other pliable sheet goods or tiles; however, the Board in its discretion may insure originally installed hardwood flooring, such as parquet, oak strip and plank, staircases, quarry tile, marble, brick and ceramic tile), wall coverings (including paint, wallpaper, vinyl, fabrics or the like; however, the Board in its discretion may insure any originally installed ceramic tile, wood paneling, moldings or millwork), all built-in or free standing appliances (including dishwashers, disposals, compactors, refrigerators, freezers, ovens, cook-tops, stoves and the like), free standing or built-in cabinetry (however, the Board in its discretion may insure originally installed built-in book shelves or book cases and bathroom cabinets and vanities), certain other fixtures (including light fixtures, ornate faucets, water pumps, whirlpools, spas, and equipment associated therewith) and other fixtures or equipment installed in the Unit by the Unit Owners. The Board in its discretion may provide insurance of the type described in this paragraph for all interior walls, originally installed staircases and components thereof, and for all electrical, plumbing, heating, cooling, ventilation, draining and mechanical systems, including wires, pipes, ducts, and conduits contained within the walls, ceilings, or floors, and the trusses, beams, rafters, and other structural components of the walls, ceilings, roof, floors and subfloors. Unless specifically excluded in the insurance policy it is the intent that all of the items in this section are included under the Association's insurance even though the Board does not otherwise normally maintain such items.

(b) The Board shall purchase and maintain comprehensive public liability insurance policy insuring the members of the Board, the Board (including the Board's agents and employees), and the Unit Owners from and against any liability for personal injury, death, or property damage, incident to the ownership and/or use of the Common Elements in an amount not less than Five-Hundred Thousand Dollars (\$500,000.00) combined single limit.

(c) The Board is further authorized to purchase policies of workers' compensation insurance and employer's liability insurance to the extent necessary to comply with Missouri law. The Board is also authorized to purchase any other insurance coverage in such reasonable amount as the Board shall deem desirable.

(d) The Board shall act as the true and lawful insurance trustee ("Trustee") to receive the proceeds of all fire and extended coverage insurance losses and shall notify the insurance carriers in writing to make all loss proceeds payable to the Trustee. The Trustee shall have full power and authority to adjust and collect all insurance losses, by suit or otherwise, and the payment accepted by the Trustee shall constitute a discharge to the insurance carrier. The Trustee shall have full power and authority to execute all documents necessary on its own behalf and on behalf of the named insured and to endorse all checks and drafts on its own behalf and on behalf of the named insureds. The Trustee shall hold the insurance proceeds in trust for the Unit

Owners, mortgage holders, deed of trust beneficiaries and lienholders as their interest may appear. Subject to the provisions of Article Nine, the proceeds shall be disbursed first for the Reconstruction (as defined in Section 8.1) of the Property which is damaged. The Unit Owners and the lienholders are not entitled to receive any payment of the proceeds, unless there is a surplus of proceeds after the Property has been completely repaired or restored, or the Condominium is terminated. The Trustee may disburse the funds in accordance with Article Eight, if the proceeds are sufficient for reconstruction, but the Trustee shall have the right (but not the obligation) to require that the funds be disbursed only against surety bonds, completion guarantees, escrows, or such other assurances as may be at no expense to the Trustee, except that the cost of security bonds, completion guarantees, and title escrow distribution charges, if any, shall be at the expense of the Board as a Common Expense.

(e) In the event the Trustee reasonably believes that the fire and extended coverage insurance is insufficient to cover the replacement cost of the Common Elements and Units, the Trustee may (but shall not be required to) increase the coverage as it deems necessary and include the increased premium amounts in the Common Expenses and remit the amount of the premium to the insurance carrier entitled to that premium. However, the Trustee shall not have any liability for failing to increase the coverage or failing to increase the coverage sufficiently or for selecting any particular insurance company. Under no circumstances shall the Trustee be liable for any act or omission, except for fraud, gross negligence, or willful misconduct.

(f) Upon written request, the Board shall have the insurance carrier issue a certificate of insurance to any Unit Owner, mortgagee, or beneficiary under a deed of trust of the Unit Owner requesting such certificate of insurance. Those certificates shall contain the standard mortgage clause naming the mortgage holder as an additional insured subject to the provisions of the Declaration and shall contain a minimum ten (10) day cancellation notice which shall be given to the Board, each Unit Owner, and each mortgagee or beneficiary under a deed to trust to whom a certificate of insurance has been issued, prior to any cancellation of the insurance.

(g) Deductibles must be paid by the unit suffering damage. In the event damage occurs to more than one unit, or to the Common Elements in addition to one or more units, the units and the association shall divide the expense for the deductible in the same percentage as the monetary amount of damage to units and/or the Common Elements. The Board has the discretion not to file an insurance claim if total damages of the association's claim is not double the amount of the deductible.

2.3 Maintenance and Records. The Board shall:

(a) Provide for maintenance, repair and replacement of the Common Elements, including the maintenance of the Common Elements in good order and repair and in compliance with the requirements of the City of St. Louis' ordinances and the requirements of any other governmental agencies having jurisdiction;

(b) Determine the method of approving payment vouchers, a manner for estimating the amount of the annual budget, and the manner of assessing and collecting from the Unit Owners their respective shares of the estimated Common Expenses and all other expenses

lawfully agreed upon at a meeting of Unit Owners called and conducted in accordance with this Declaration.

(c) Furnish within ten days following a written request by a Unit Owner, a statement of that Unit Owner's account setting forth the amount of any unpaid Assessments or Special Assessments or other charges;

(d) Keep detailed, accurate records in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records shall be available for examination within a reasonable period of time following a written request by a Unit Owner.

2.4 Availability. The Board shall make available to Unit Owners, lenders and the holders, insurers and guarantors of the first mortgage on any Unit, current copies of the Declaration, and other rules governing the Condominium, and other books, records and financial statements and shall make available to prospective purchasers current copies of the Declaration, other rules governing the Condominium, and the most recent annual financial statement, if such is prepared, upon ten days prior written notice and upon the Unit Owner paying the administrative charge set by the Board for providing such information.

2.5 Easements. The Board may establish, grant and dedicate easements (including easements for public utilities and private storm or sanitary sewer lines) in addition to any shown on the Plat, in, over or through the Common Elements. The Board is constituted the attorney-in-fact for the Unit Owners to execute documents necessary to carry out the terms of this subsection.

2.6 Declaration and Plat. The Board may execute and file any amendment to this Declaration or the Plat or both which have been adopted by the Unit Owners as set forth in Article Twelve.

2.7 Pet Permits. The Board may issue pet permits for the keeping of animals permitted under Section 5.5, if the Board determines that such animals will not be a disturbance or in any way be or become a nuisance. The Board shall have the power to revoke any pet permit issued if the Board concludes that keeping the animal in or about the Unit will not be in the best interests of the Condominium. The decision of the Board to issue or to revoke such a permit shall be absolute.

2.8 Personal Property of Condominium. The Board may acquire and hold, for the benefit of the Unit Owners, tangible and intangible personal property which the Board is required to secure or to pay for pursuant to this Declaration or the Act, or which the Board deems necessary and proper for the maintenance of the Condominium as a luxury condominium development or for the enforcement of the provisions and conditions of this Declaration. The Board may dispose of such property by sale or otherwise from time to time for such consideration as the Board shall determine. The beneficial interest in such personal property shall be owned by the Unit Owners in the same proportion as their Shares in the Common Elements, and shall not be transferable, except by the Board, separately or apart from a Unit. A transfer of a Unit shall transfer automatically to the transferees the Unit Owner's beneficial interest in such personal property, subject to the

provisions set forth above, whether or not such interest is mentioned in the instruments effecting such transfer.

2.9 Modification Permits. The Board may issue or withhold permits to Unit Owners to make interior structural changes, exterior improvements, permanent or temporary exterior decoration, or plantings. The decision of approval or disapproval of the Board shall be conclusive. The Board may require plans, architect seal, engineer seal or whatever other information it deems necessary in order to approve any modification. It may also require the owner to sign a Modification Agreement and may record such Agreement. The Board may also charge the Unit Owner a fee to cover any administrative costs, recording fees, attorney's fees, engineering fees or other costs incurred by the Board. Procedures for approval may vary with the scope and nature of the project involved. The Board shall have no time frame in which to approve or disapprove any modification. Board approval shall be required for any installation of new windows or exterior doors, garage doors, decks or balconies, exterior storm windows or storm doors, or anything else which directly or indirectly affects the exterior of the building, structural supports, roof or other Common Elements within the building.

2.10 Sign Permits. The Board may issue or withhold permits to Unit Owners for the installation of "For Rent" and "For Sales", "Open House" signs or any other type of signs of such size, duration, location and number as the Board shall establish by rule under Section 5.4 to apply uniformly to all Unit Owners in relation to the type of sign. The Board may also regulate all exterior decorations, plantings and plants in pots.

2.11 Rules and Regulations. The Board shall establish and administer such rules and regulations as it deems necessary to govern the operation, maintenance, beautification, conservation, and use of the Common Elements and units and for the health, comfort, safety, and general welfare of the Unit Owners or occupants. Unit Owners and other residents shall be deemed to be on legal notice of all Rules and Regulations contained in any handbook or published in a newsletter or sent to the Unit Owners by mail during or prior to the time such individual owned a unit or resided at the complex even if the individual claims to have no actual knowledge of the rule.

2.12 Limitation of Liability. The individual Board members shall not be liable for any mistake of judgment, act, deed or omission made in good faith while exercising ordinary and reasonable care. However, the Board members appointed by the Declarant shall be liable as fiduciaries. The Unit Owners shall indemnify and hold harmless each of the Board members and their agents against all contractual and other liability to others arising out of contracts or decisions made by the Board members on behalf of the Unit Owners unless any such contracts or decisions shall have been made in bad faith or in a manner clearly contrary to the provisions of this Declaration or the Act. The indemnity shall be limited to the representation and coverage provided under any officers and directors policy covering such individual. The liability of any Unit Owner arising out of any contract made by the Board or out of the indemnity provided above shall be limited to the Unit Owners' Shares in the Common Elements. Each properly authorized and executed agreement made by the Board shall be executed by the Board as agents for the Association and the Unit Owners, even if that is not clearly set forth in the contract.

2.13 Limitation of Authority. The Board may not act on behalf of the Association to amend this Declaration, to terminate the Condominium, or to elect members of the Board except for the limited power of appointment of persons to serve on the Board as a temporary replacement in the event of a vacancy on the Board until the next annual Unit Owners meetings or may not determine the qualifications, powers and duties, or terms of office of Board members.

2.14 Banking. The Board may:

(a) Establish or maintain one or more accounts at financial institutions or federally insured brokerage houses for the deposit of any funds paid to or received by the Board, and make investments only with due regard for safety of principal.

(b) Borrow such funds as may be required to perform the obligations of the Board set forth in this Declaration and to pledge future assessments or financial reserves to secure such loan. However, any loan in excess of Twenty-Five Thousand and no/100 Dollars (\$25,000.00) may only be obtained when approved by a two-thirds (2/3rds) majority of the entire Board or of the Unit Owners.

2.15 Additional Powers.

(a) Without limiting the rights of any Unit Owner, the Board may bring actions in the name of the Association and/or in the names of the members of the Board on behalf of two or more of the Unit Owners, as their respective interest may appear, with respect to any cause of action relating to the Common Elements or to more than one Unit. Service of process on two or more Unit Owners in any action relating to the Common Elements or more than one Unit may be made on all the members of the Board in lieu of naming or serving all Unit Owners having an interest in the Common Elements or the Units, and such proceedings shall bind all Unit Owners. A member of the Board served with a summons shall immediately notify the other members of the Board.

(b) The Board may pay any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Common Elements of the Property, or any units at the Property which may, in the opinion of the Board, constitute a lien against the Common Elements, rather than merely a lien against the interests of a particular Unit Owner. Where one or more Unit Owners are responsible for the existence of a lien, those Unit Owners shall be jointly and severally liable for the cost of discharging the lien. The cost of discharging the lien and any costs incurred by the Board because of the lien shall be specially assessed against those particular Unit Owners, in accordance with Section 7.18.

2.16 Additional Duties. The Board may perform to the extent the Board deems it beneficial for the association:

(a) Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, paving, maintenance, decorating, repair, and replacement of the Common Elements, but not including maintenance of the interiors of the Units which the Unit Owners shall be responsible to paint, clean, decorate, maintain and repair. Board shall have the exclusive right and duty to acquire and maintain furnishings and equipment for the Common Elements. The Board shall have broad discretion in how to carry out such duties. Minor snow removal, and certain landscaping around

units may at the discretion of the Board be left to the Unit Owners pursuant to contract terms with service suppliers.

(b) Maintenance and repair of any Unit, or limited Common Elements that the Unit Owner has the duty to repair, if such maintenance or repair is necessary in the discretion of the Board, to protect the Common Elements, or any units, or such situation constitutes a nuisance or an eyesore and the Unit Owner of that Unit has failed or refused to perform the maintenance or repair within a reasonable time after notice of the necessity of the maintenance or repair delivered by the Board. The Unit Owner shall promptly reimburse the Board for the cost of such maintenance or repair plus any fine or administrative charge, collection fee, lien fee or attorney's fees incurred or assessed by the Board relating to the failure of the Unit Owner to timely carry out a repair or failure to pay the Board for repairs. The Board or its agents may enter any Unit, in accordance with Section 4.3, when necessary in connection with any maintenance or construction for which the Board is responsible.

2.17 Budget, Condominium Assessments.

(a) Regular monthly assessments shall be collected on the basis of the percentage of ownership set forth in Exhibit "B", except for Limited Common Element Assessments for balconies and other Limited Common Elements assigned to certain Owners, and fines) or special assessments assessed against a certain unit because of some sort of misconduct.

(b) (1) On or before December 1 of each year, the Board shall estimate for the next calendar year: (i) the cost and expense of administration and of maintenance and repair, including water, hot water, waste removal, sewer charges, electricity, gas, and other necessary utility or other services for the Common Elements and trash and refuse collection and sewer fees for each Unit; (ii) all salaries and fees for employees, including the manager(s) and/or managing agent(s); and (iii) all other amounts needed in the performance of the duties assigned under this Declaration.

(2) On or before December 1 of each year, the Board shall formulate and adopt a budget for the next calendar year. Unless a Majority of all the Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present at the Unit Owners meeting. In the event the proposed budget is rejected, the periodic budget last ratified by the Unit Owners ("Pre-Existing Budget") shall be continued until such time as the Unit Owners ratify a subsequent budget proposed by the Executive Board at a special meeting of the Unit Owners.

(c) Reserves are for the benefit of all Unit Owners, and no Unit Owner shall have any interest in the reserves upon the transfer of the Unit Owner's Unit. On or before December 15 of each year, the Board shall provide each Unit Owner with an itemized statement supporting the Estimated Cash Requirements for the coming year. The Estimated Cash Requirements shall then be levied as an Assessment against the Unit Owners according to each Unit Owner's Share in the Common Elements.

(d) Beginning on January 1 of each year, each Unit Owner shall be obligated to pay to the Board, or as the Board may direct, one-twelfth (1/12th) of the Yearly Assessment made

in accordance with this Section and a similar amount on the first day of each month during that calendar year.

(e) Failure of the Board to notify a Unit Owner of the estimate or to adopt a budget by December 15 of a particular year shall not waive the Board's right to make Assessments or constitute a waiver or release in any manner of the Unit Owner's obligation to pay Assessments in accordance with this Declaration whenever the Board determines the Assessment. In the absence of any annual budget and determination of the Estimated Cash Requirements, the Unit Owners shall continue to pay the existing monthly payment of the Assessment as formulated under the Pre-Existing Budget until the new monthly payment is adopted, payment is then due not more than ten days after receipt of the new monthly payment, by the Unit Owner.

(f) Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element to the extent the Board determines is practical shall be assessed against the Units to which that Limited Common Element shall be assigned in the same ratio to one another as the Unit Owners' proportionate payments of Common Expenses. Any Common Expenses to the extent practical benefiting fewer than all Units, in the sole judgment of the Board, may be assessed exclusively against the Units benefited in the same ratio to one another as the Unit Owners' payment of Common Expenses. The cost of utilities respecting units or Limited Common Elements shall be assessed in proportion to usage to the extent practical. All repairs to the roof and exterior walls of the garage shall be by equal special assessments against the five units that have garage spaces.

(g) Assessments to pay a judgment against the Association shall be made only against the Units in proportion to their share of Common Expenses. If any Common Expenses are caused by the misconduct of any Unit Owner, the Association may assess that expense exclusively against that Unit Owner's Unit. The Board shall have the discretion not to file an insurance claim in such instances, even if insurance may be available to cover the claim. In such event, the Unit Owners liability insurance shall be the primary insurance.

(h) At the time of the initial sale of each unit by Declarant, a sum equal to two months of the monthly condominium fee shall be collected from each Purchaser and be placed in the Association's working capital fund to fund the initial expenses of the Association prior to there being sufficient funds to pay insurance and other expenses. This working capital contribution shall not be refundable and shall be part of the Association's assets.

2.18 Accounting, Shortages, and Special Assessments.

(a) Prior to March 15 of each year, the Board shall supply to all Unit Owners an itemized accounting of all income and expenses of the preceding calendar year and a financial statement showing all income and expenses of the preceding calendar year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit submits a written request for it and agrees to pay for the cost of preparing same. Any cash balance remaining, as shown in such accounting, less reasonable reserves for future needs and contingencies, shall be used in the next year's budget to reduce each Unit Owner's Share to the next yearly Assessment installments due for the next year. One-sixth (1/6th) of any net shortage shall be added, according to each Unit Owner's Share

to the installments due in the next succeeding months after the rendering of the accounting as a special assessment.

(b) Failure of the Board to supply the Unit Owners with an accounting prior to March 15 of each calendar year shall not be construed as a waiver of any of the Board's rights in accordance with this Declaration and shall not be a breach of the Board's duties so long an accounting is supplied in a reasonable time after requested.

(c) In addition to the Assessment set forth in Section 7.17, the Board may levy a Special Assessment for the purpose of defraying, in whole or in part, any costs, expenses, or extraordinary expenditures which exceed the amount obtained in the regular Assessment and maintained in the reserves. The Board shall serve notice of the Special Assessment on the Unit Owners against whom such assessment is being levied specifying the amount, the reason for, and the manner of payment of the Special Assessment. All Unit Owners to whom notice is given shall be obligated to pay the Special Assessment. However, all Special Assessments which exceed 50% (during any consecutive 12 month period) of the regular assessments, adopted under the last approved annual budget shall require approval of two-thirds of the Unit Owners voting by equal votes attending a meeting where a quorum is present.

2.19 Defaults, Collections and Liens.

(a) Regular assessments or Special Assessments not timely paid on or before the date due shall accrue as an additional Assessment which may also be called a late fee or a late charge of \$20.00 after the tenth of each month in which any assessment, fine or charge remains unpaid. Any change of such late fee must be approved by a majority of the Board. However, any portion of a late charge imposed by reason of this Section may be abated in whole or in part by the Board at its sole discretion for hardship, or excusable mistake. If any Unit Owner fails or refuses to make any payment of an Assessment or a Special Assessment when due, the unpaid amount and the additional Assessment or Special Assessment shall constitute a lien on the Unit Owner's Unit and Share in the Common Elements in favor of the Board and for the benefit of the Unit Owners without necessity of filing any lien notice. However, a lien notice may be filed if the Board authorizes the filing and the cost thereof may be assessed against the defaulting Owner. If the default in the payment of any Assessment or Special Assessment or fine or other charge continues for thirty days, the Board may bring legal action to force collection or to foreclose the lien on the Unit Owner's Unit and Share of the Common Elements, pursuant to Missouri's Judicial Foreclosure Statutes with the Board's President or Attorney acting as Trustee to conduct the sale. If the Board brings suit, the amount due shall be increased by the costs of the suit and reasonable attorneys' fees.

(b) Any lien for Assessments or Special Assessments shall have priority over all other liens and encumbrances on a Unit and Share except: (1) liens and encumbrances recorded before the recordation of this Declaration, (2) a mortgage or deed of trust used for the purchase of a Unit and recorded before the date on which the Assessment or Special Assessment sought to be enforced became delinquent and. However, this subsection shall not affect the priority of mechanic's or materialmen's liens, or the priority of liens for other Assessments or Special Assessments. Such a lien shall not be affected by any sale or transfer of a Unit. However, a sale or a transfer of a Unit pursuant to a foreclosure of a first mortgage used to purchase the unit shall

extinguish a subordinate lien for Assessments or Special Assessments which became payable prior to the sale or transfer. Any such sale or transfer after a foreclosure shall not relieve the purchaser or transferee of a Unit from liability from the lien of any Assessment or Special Assessments thereafter becoming due.

2.20 No Vesting of Funds. The transfer of a Unit shall automatically constitute a transfer of the Unit Owner's equitable interest in any funds held by the Board. No Unit Owner shall have any distributive right in and to any funds held by the Board until or unless this Declaration shall terminate, at which time the funds, if any, on hand not required for the payment of obligations shall be distributed to the then Unit Owners of record as their interests appear.

**ARTICLE THREE: DAMAGE, DESTRUCTION, RECONSTRUCTION,
CONDEMNATION, AND TERMINATION**

3.1 Reconstruction.

(a) The Association shall promptly reconstruct any portion of the Property which is damaged or destroyed unless (1) the Condominium is terminated in accordance with Section 8.2, (2) the damage or destruction results from a condemnation in accordance with Section 8.3, (3) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (4) eighty percent (80%) of the Unit Owners, including every owner of a Unit or assigned Limited Common Element which will not be rebuilt, vote not to rebuild in the manner set forth in Section 8.1. "Reconstruction" or to "reconstruct" shall refer to restoring the Unit and/or building to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as existed prior to the damage or destruction. "Reconstruction" or to "reconstruct" shall not include any improvements or alterations made by a Unit Owner, or any floor or wall coverings or built-in appliances or fixtures unless such were insured by the Board. Notwithstanding the provisions of any mortgage or deed to trust on any Unit, insurance proceeds should be first applied to the reconstruction of the Unit and Building containing a Unit and shall not be applied to the payment of any mortgage, except as set forth in this Article. The cost of repair or replacement in excess of insurance proceeds and reserves are Common Expenses.

(b) If the entire Property is not reconstructed, (1) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium, (2) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt shall be distributed to the Unit Owners of those Units and the Unit Owners of the Units to which those Limited Common Elements were allocated, and (3) the remainder of the proceeds shall be an asset of the association which may be retained or distributed to all the Unit Owners or lienholders, as their interest may appear, in proportion to the Common Element interests of all Units in Exhibit "B". If the Unit Owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated upon the vote as if the Unit had been condemned in accordance with Section 8.3 and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

3.2 Termination.

(a) The Condominium may be terminated only by agreement of the Unit Owners of the Units to which at least eighty percent (80%) of the votes in the Association are allocated voting by weighted votes.

(b) An agreement to terminate shall be evidenced by the execution of a termination agreement or ratifications of a termination agreement, in the same manner as a deed, by the requisite number of Unit Owners. The termination agreement shall specify a date after which the agreement will be void unless it is recorded prior to that date. A termination agreement and any ratifications of a termination agreement shall be effective only upon recordation.

(c) The termination agreement may provide that all the Common Elements and Units shall be sold following termination. If, pursuant to the termination agreement, any real estate in the Condominium is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

(d) On behalf of the Unit Owners, the Association may contract for the sale of the real estate in the Condominium, but the contract is not binding on the Unit Owners until approved pursuant to subsection (a) and (b) of this Section. If any real estate in the Condominium is to be sold following termination, title to that real estate, upon termination, vests in the Association as trustee for the holders of all interests in the Units. Thereafter, the Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds from the sale distributed, the Association continues in existence with all powers it had before termination. Proceeds from the sale shall be distributed to the Unit Owners and lienholders as their interests may appear, in proportion to the respective interests of the Unit Owners as provided in subsection (g) of this Section. Unless otherwise specified in the termination agreement, as long as the Association holds title to the real estate, each Unit Owner and the Unit Owner's successors in interest have an exclusive right to occupy that portion of the real estate which formerly constituted the Unit Owner's Unit. During the period of that occupancy, each Unit Owner and the Unit Owner's successors in interest remain liable for all Assessments, Special Assessments and other obligations imposed on Unit Owners by this Declaration or the Act.

(e) If the real estate constituting this Condominium is not to be sold following termination, title to the Common Elements and title to all the real estate in the Condominium vests, upon termination, in the Unit Owners as tenants in common in proportion to their respective interests as provided in subsection (g) of this Section, and liens on the Units shift accordingly. While the tenancy in common exists, each Unit Owner and the Unit Owner's successors in interest shall have an exclusive right to occupy that portion of the real estate which formerly constituted the Unit Owner's Unit.

(f) Following the termination of this Condominium, the Association shall hold the proceeds of any sale of real estate and the assets of the Association as trustee for Unit Owners and any lienholders on the Units as their interests may appear. Following the termination, the creditors of the Association holding liens on the Units, which were recorded prior to termination, may enforce such liens in the same manner as any lienholder. Any other creditors of the

Association shall be treated as if they had perfected liens on the Unit immediately prior to the termination.

(g) The respective interests of Unit Owners referred to in subsections (d) and (e) of this Section are as follows:

(1) Except as provided in paragraph (2) of this subsection, the respective interests of Unit Owners are the fair market values of their Units and Shares in the Common Elements immediately before the termination, as determined by one or more independent appraisers selected by the Association. The decision of the independent appraisers shall be distributed to the Unit Owners and becomes final unless disapproved within thirty days after distribution by Unit Owners of Units to which twenty-five percent (25%) of the votes in the Association are allocated. The proportion of any Unit Owner's interest to that of all Unit Owners is determined by dividing the fair market value of that Unit Owner's Unit and Shares in the Common Elements by the total fair market values of all the Units and Common Elements;

(2) If any Unit or any Limited Common Element is destroyed to the extent that an appraisal of the fair market value of that Unit or Limited Common Element prior to destruction cannot be made, the interests of all Unit Owners shall be the Unit Owner's respective Common Element interests immediately prior to the termination.

(h) Except as provided in paragraph (2) of this subsection, foreclosure or enforcement of a lien or an encumbrance against the entire Condominium does not terminate the Condominium, and foreclosure or enforcement of a lien or encumbrance against a portion of the Condominium, does not withdraw that portion from the Condominium.

3.3 Condemnation

(a) If any public agency acquires all or any part of any of the Common Elements of the Condominium for any public purpose, the Board is appointed as attorney-in-fact and is authorized to negotiate with such public agency for such acquisition and to execute such instruments as may be necessary for conveyance to that public agency. Should acquisitions by eminent domain become necessary, only the Board need be made a party, regarding the Common Elements and monies, damage payments, or condemnation awards shall be payable to the Board for the use and benefit of the Unit Owners and their mortgagees as their interests may appear. Condemnation of units shall be between the public agency and the owners of the units involved.

(b) If a Unit is acquired by eminent domain, the award shall compensate Unit Owner for the Unit Owner's Unit. Upon acquisition, unless the decree otherwise provides, that Unit's share is automatically reallocated to the remaining Units in proportion to the remaining Units' Shares before the taking, and the Association shall promptly prepare, execute and record an amendment to the Declaration reflecting the reallocations.

(c) If part of the Common Elements is acquired by eminent domain, the portion of the award attributable to the Common Elements taken shall be paid to the Board. Any portion of the award attributable to the acquisition of a Limited Common Element shall be divided among the owners of the Units to which that Limited Common Element was allocated at the time of

acquisition in the same ratio to one another as the Unit Owners percentage of ownership in that Limited Common Element.

3.4 Personal Property Insurance. Each Unit Owner shall be responsible for maintaining insurance on the contents of the Unit Owner's Unit, including floor coverings, wall coverings, ceiling coverings, cabinets and fixtures, and on any additions and improvements to the Unit. The Unit Owner shall also be responsible for insurance on any personal property belonging to him, but stored elsewhere on the Property. In no event will the Association be responsible for the theft, unless it is done by the Association's employees. However, it is the intent of this Declaration that even though certain items are the responsibility of the Unit Owner to maintain under most circumstances, if the loss of such items are covered by the provisions of the Association's insurance and the Association files a claim in it discretion, such items shall be deemed covered under the terms of this Declaration.

3.5 Waiver of Subrogation. Each Unit Owner waives and releases any and all claims which he may have against the officers and members of the Board, and its respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or the Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

3.6 Damage Caused by Unit Owner. If an intentional or negligent act, or failure to act by a Unit Owner, or of a member of his family or household pet or of a guest or other authorized occupant or visitor of a Unit Owner causes damage to the Common Elements or to a Unit or Units owned by others, or causes maintenance, repairs or replacements required which would otherwise be in the Common Expenses, then such Unit Owner shall pay the cost, as determined by the Board, of correcting such damage and such maintenance, repairs and replacements, to the extent such costs are not covered by insurance, or for the entire amount in the event that the Board elects not to file an insurance claim when a claim is for an amount less than twice the amount of the deductible.

ARTICLE FOUR: TRANSFER OF A UNIT OR COMMON ELEMENTS

4.1 General. Each Unit Owner shall pay all Assessments and Special Assessments prorated to date of sale or transfer prior to the sale or transfer of the Unit in accordance with this Article. In the event the Unit Owner fails to pay such Assessments or Special Assessments, the Executive Board may, but is not required to, file a lien notice in accordance with Section 7.19, and the unpaid amount shall continue to be a personal obligation of the original Unit Owner. The amount outstanding shall not become the personal obligation of the new Unit Owner who purchased the Unit, but shall be a lien against the unit, prior to all other liens placed on the Unit after the date the unpaid amount became delinquent.

4.2 Sale of Common Elements.

(a) The Association may convey or subject portions of the Common Elements to a security interest, if the Unit Owners entitled to cast at least eighty percent (80%) of the votes in the Association, agree to that action. However, all of the Unit Owners of Units to which any

Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale are an asset of the Association.

(b) An agreement to convey Common Elements or subject them to a security interest shall be evidenced by the execution of an agreement, or ratifications of that agreement, in the same manner as a deed, by the Board. The agreement shall specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratifications of that agreement shall be effective only upon recordation.

(c) On behalf of the Unit Owners, the Association may contract to convey Common Elements or to subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to subsection (a) of this Section. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

(d) A conveyance or encumbrance of Common Elements in accordance with this Section may not deprive any Unit of rights of access to such Unit and support of such Unit.

(e) A conveyance or encumbrance of Common Elements in accordance with this Section may not affect preexisting encumbrances.

ARTICLE FIVE: AUTHORITY OF DECLARANT AND POWER OF ATTORNEY

5.1 Additions to Plat and Modification of Declaration. The number of Units in the Condominium shall be 6 with a Share in the Common Elements for each Unit Owner as shown on Exhibit "C". In addition, the Declarant may file amendments to the Declaration (including exhibits thereto) and an amended Plat to reflect any changes in the locations, elevation, measurements or dimensions and to correct any error in any recorded Plat or the Declaration. In executing any amendment in accordance with this Section, the Declarant shall be conclusively deemed to have been acting within the scope of the Declarant's authority, upon concurrence of the Board and all Unit Owners shall be estopped from impeding the right of the Declarant to so act.

5.2 Management and Voting Rights. The Declarant shall have the right to exercise the votes allocated to Units which the Declarant owns, and shall retain all rights contained in Article 10 as they relate only to units still owned by Declarant.

5.3 Display Units and Sales Office. Declarant is granted all rights allowed under R.S.Mo 448.112-115 to maintain sales offices, management offices and models in units and/or on common elements in all areas except those sold or assigned to any third party purchaser. The Declarant may relocate all offices, displays and models so long as Declarant owns one unit. The Declarant may also maintain any and all signs and displays it deems necessary both on the common elements or in unsold units until such time that all units have been sold.

5.4 Declarant Administration and Turnover. Declarant shall establish the Oxford Manor Condominium Association upon the sale of the first unit. At the discretion of the Declarant, the Association may be established as a not-for-profit Missouri Corporation or may leave it as an unincorporated association. The Declarant may collect the stated condominium fees from units that have been sold and to pay all Association expenses from Declarant's funds until three of the

units have been sold, but in such event Declarant may not adopt Association special assessment and shall be responsible for all deficits in expenses. After Declarant turns over control of the Oxford Manor Condominium Association to the Unit Owners, the power to elect corporate status shall pass to the Board.

5.5 Declarant Control Period. The period of Declarant control of the Association, during which period a Declarant, or person designated by him may appoint and remove the officers and members of the executive board terminates no later than the earlier of (1) sixty days after conveyance of seventy-five percent of the units to Unit Owners other than a Declarant; or (2) two years after all Declarants have ceased to offer units for sale in the ordinary course of business. Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of that period, but in that event he may require, for the duration of the period of Declarant control, the right to approve or to veto any Budget, Annual Assessment, Special Assessment, Declaration or By-Law Amendment, Rule or Regulation.

5.6 Turnover of Association to Unit Owners. Not later than sixty days after conveyance of twenty-five percent of the units which may be created to Unit Owners other than a Declarant, at least one member and not less than twenty-five percent of the members of the Executive Board shall be elected by Unit Owners other than the Declarant. Not later than sixty days after conveyance of fifty percent of the units which may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent of the members of the Executive Board shall be elected by Unit Owners other than Declarant.

5.7 Transfer of Special Declarant Rights. The Declarant shall have all rights contained in R.S.Mo 448.3-104 regarding transfer of any and all special Declarant rights.

5.8 Substantial Completion of Units. In the case of a sale of a unit where delivery of an original sale certificate is required, a contract of sale may be executed, but no interest in that unit may be conveyed until the Declaration is recorded and the unit is substantially completed, as evidence by a recorded certificate of substantial completion executed by a registered and licensed architect or engineer, or by issuance of a certificate of occupancy authorized by law.

ARTICLE SIX: REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS, RULES AND REGULATIONS

6.1 Abatement and Enjoining. The violation of any Board adopted restriction, condition, or regulation or the breach of any covenant or provision of this Declaration shall give the Board the right, in addition to the rights set forth in Section 11.2: (a) to enter upon the Unit and the portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions of this Declaration or the Board regulations, the Board or its agents, shall not be guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach of this Declaration or a Board rule or regulation, and may collect reasonable attorney's fees, damage and cost in such legal action.

6.2 Involuntary Sale. If any Unit Owner (either by the Unit Owner's conduct or by the conduct of any occupant of the Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and such violation shall continue for thirty days after notice from the Board, or shall occur repeatedly during any thirty day period after notice or request to cure such violation from the Board, then the Board shall have the power to issue to the defaulting Unit Owner a notice stating the Board's intention to terminate the rights of the defaulting Unit Owner to continue as a Unit Owner and to continue to use, occupy or control the Unit following a ten day period. Following that ten day period, the Board may file an action in equity seeking a decree terminating the defaulting Unit Owner's right to occupy, use, or control the Unit and ordering that all right, title, and interest of the Unit Owner in the Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and terms as the court shall establish and enjoining and restraining the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, master's or commissioner's fees, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding, and all such items shall be taxed against the defaulting Unit Owner in that decree. Any balance of proceeds after satisfaction of any unpaid Assessments or Special Assessments or any liens shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser of the Unit shall be entitled to a deed to the Unit and to immediate possession of the Unit sold and may apply to the court for a writ of execution for the purpose of acquiring such possession.

6.3 Attorney's Fees. If the Board brings suit against any Unit Owner for a violation of any Board adopted rule or regulation or a provision of this Declaration, the costs of suit and reasonable attorney's fees will be assessed as costs against the Unit Owner, if the Board prevails in its suit.

6.4 Fines. The Board may issue fines for violations of provisions of the Declaration, rules, regulations, and may adopt fines or fine schedules for violations and increase successive of continuous violations, so long as the Unit Owner has the right to appeal and receive a hearing before the Board before any fine is final. The right to a hearing shall deemed to have been waived if no appeal is received within ten days of the notice of a proposed fine.

6.5 Suspension of Certain Unit Owner Right. In the event of a violation of Declaration provisions or Rules or Regulations of the Board, or in the event that any condo fees, special assessments, fines, or other charges for a period of 30 days after they are due, the Board shall have the right to suspend a Unit Owner's right to use certain Common Elements such as parking spaces, but shall not have the right to hinder the Unit Owner's right to access the Owner's unit.

ARTICLE SEVEN: AMENDMENTS

The Unit Owners may modify and amend this Declaration and Bylaws by a vote of the Unit Owners of Units to which at least two-thirds (4 Units) of the votes in the Association are allocated by percentage of ownership. Each such modification and amendment must be recorded with the Recorder of Deeds of St. Louis County, Missouri. However, this Declaration shall at all times contain the minimum mandatory requirements of the Act. If Missouri statutes subsequently provide a different method of amendment, then such statute shall supersede this Article if it is mandatory. If such change is not mandatory it shall be effective only if the change is approved by

two-thirds (2/3) of the Board for the new method of amendment and such election is recorded in the Association's written record. No such amendment, modification or change shall eliminate the requirement that there be a Board. The president, treasurer or secretary of the Board may prepare, execute, certify and record amendments to this Declaration on behalf of the Association.

ARTICLE EIGHT: LIMITED COMMON ELEMENTS

8.1 Existing Limited Common Elements. All basement garage parking spaces, basement storage lockers, insulation, original plaster walls and ceilings, lathing, spaces for furnaces and air conditioning units, electric meters, gas meters and other equipment, designed to serve a single Unit but located outside of such Unit shall constitute Limited Common Elements allocated exclusively to such Unit unless other sections of the Declaration specifically provide that the Association has assumed maintenance responsibilities of certain Limited Common Elements, the Unit Owner shall be responsible for repair of Limited Common Elements either by special assessment or by independently doing the work as determined by the Board. Each Unit shall be allowed to have a gas burning fireplace. No wood burning fireplace shall be allowed to be built or used in any portion of the building.

8.2 Additional Limited Common Elements. There may be additional Limited Common Elements appurtenant to Units in this Condominium, as reflected by the Plat. These Limited Common Elements are reserved for the use of the Units to which they are appurtenant or assigned to the exclusion of other Units, and there shall pass with a Unit as appurtenant thereto the exclusive right to use the Limited Common Elements so appurtenant or assigned.

8.3 Maintenance of Limited Common Elements. Any expenses of maintenance, repair or replacement of Limited Common Elements may be treated and paid for as a part of the Common Expenses of the Association but shall be assessed against the individual Unit Owner or Owners and Unit or Units to which such Limited Common Elements are appurtenant or assigned.

8.4 Parking Spaces.

(a) The Owner(s) of each Unit to whom the Declarant has assigned the right of use of one (1) garage parking space shall have the right. Each Unit Owner who has such a garage space assigned to their Unit shall pay for all maintenance of the parking space and the garage door (or 1/2 of the garage door if shared with another Unit Owner). All maintenance of these garage spaces shall be performed by the Unit Owners to whom they are assigned. The Association shall be responsible for garage doors repairs but must assess the Owners of the garage spaces. The Unit Owner responsible for the person causing the damage shall pay all repair costs if the damage was due to negligence. Everyone shall keep garage doors closed when not in use. No one shall block pathways to the pedestrian door in the garage.

(b) All parking space(s) will be given identifying letters. Any deed of conveyance, mortgage or deed of trust, purporting to convey or transfer any interest in a Unit shall be deemed to include transfer of the right to the exclusive use of the designated parking space(s) of the particular Unit Owner, even though any such deed, mortgage or deed of trust omits reference thereto. A Unit Owner's right to the exclusive use of (but not ownership of) any designated space will be transferred by such Unit Owner to any purchaser of such Unit, or may be leased to any

other Unit Owner or to the Association, subject however to the provisions of this Declaration and the rules and regulations promulgated from time to time by the Board. No parking space lease term shall be for a term of more than one year but may be renewed for additional year periods by the Owner of the unit at the start of the renewal periods. No parking space may be leased to anyone who is not a resident in the condominium. No garage or parking space may be used for living space or commercial purposes. There shall be no storage in the garages or other activities in garages unless expressly authorized by a rule or regulation adopted by the Board. No large vehicles may be parked in any garage. All vehicles must fit completely inside boundary lines of the parking space. Parking spaces may not extend to the front wall if a pathway is designated in such area on the plat or by lines on the garage floor. No tandem parking of vehicles is allowed even if there is sufficient room.

8.5 Storage Rooms. The building is designated with Storage Rooms for each unit (which shall not be required to be the same size). Use of storage rooms shall be for storage only not for living, workshop or recreation. However, the Board may allow certain work or maintenance in such areas as long as such use does not in any way disturb other Unit Owners or cause a nuisance. The Declarant shall make initial assignments of storage rooms to each Unit and the right to use such storage rooms shall automatically pass to the new Unit Owner upon sale of the Unit. Declarant may assign more than one storage room to a Unit and may charge a premium based upon size and location of the storage room. After the end of the period of Declarant control, the Board may allow for creation of additional storage rooms assigned to individual owners, but the owner shall pay the Association for the reasonable value of such area (which may not block access to any other area of the basement).

8.6 Foundations. Repair of foundation leaks and cracks that do not threaten the structural integrity of the building shall be paid for by the Owner of any storage space adjacent to the leak. Since water leakage is an expected occurrence in old basements, any Unit Owner who wishes to reduce, or eliminate water leaks in the portion of the basement serving only their storage room may at the Unit Owner's cost take all reasonable steps necessary to eliminate leaks including injection into cracks, installation of draining tile, installation of sump pumps and with the permission of the Board (which may not be unreasonably withheld) coating of the exterior of the foundation. Unit Owners may paint the interior foundation wall in their storage locker at their own risk regarding future leakage. However, the Board shall have discretion to undertake remediation projects if the basement leakage is a general problem.

ARTICLE NINE: GENERAL PROVISIONS

9.1 Captions. The captions in this Declaration are for purposes of reference only and have no substantive effect.

9.2 Eligible Mortgagee's Rights. The holder of first mortgage of the units (including a holder, insurer or guarantor of a first mortgage on a Unit) which has previously requested to be sent notice in accordance with a written request specifying the address and status of such party and the identity of the unit on which the mortgage is placed shall be entitled to the following rights:

(a) Subject to the limitations of prior written approval of the eligible holders of first mortgages of Units who have previously requested notices from the Board representing at

least sixty-seven percent (67%) of the votes of Units subject to first mortgages shall be required to terminate the Condominium regime for reasons other than substantial destruction or condemnation of the Condominium project.

(b) Subject to the limitations of that no mortgage holder has the right to block administrative and organizational affairs of the Association or any decisions regarding litigation prior written consent of the eligible holders of first mortgages of Units who have previously requested notices from the Board representing at least fifty-one percent (51%) of the votes of Units subject to first mortgages shall be required to make an amendment of a material nature to these Condominium documents. In the event that any mortgage holder fails to return a consent form voting against the amendment within 60 days after it was sent to the eligible mortgage holder, such mortgage holder shall have deemed to have consented to the amendment. A change of any of the provisions of any Condominium document directly related to any of the following shall for the purpose of eligible mortgage holder shall be considered material:

- (i) Voting rights;
- (ii) Assessments, assessment liens or subordination of assessment liens;
- (iii) Reserves for maintenance, repair and replacement of common areas;
- (iv) Reallocation of interests in Common Elements or Limited Common Elements, or rights to their use;
- (v) Boundaries of any Unit;
- (vi) Convertibility of Common Elements into Units or Units into Common Elements;
- (vii) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;
- (viii) Insurance or Fidelity Bonds;
- (ix) Leasing of Units;
- (x) Imposition of any restriction on a Unit Owner's right to sell or transfer a Unit;
- (xi) A decision by the Association to establish self-management when professional management had been required Previously by the holder of a VA, FNMA, FHLMC or HUD Mortgage ("Eligible Mortgage Holder");
- (xii) Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than specified in the Condominium documents;
- (xiii) Actions to terminate the legal status of the Condominium regime after substantial destruction or condemnation occurs;
- (xiv) Provisions that expressly benefit Eligible Mortgage Holders.

9.3 Notice to Eligible Mortgagees. Notwithstanding anything contained in Section 14.2 to the contrary, written approval of the eligible first mortgage holders shall not be required for any amendment to this Declaration made pursuant to Section 10.1 hereof.

9.4 Manner of Giving Notice.

(a) Notices to the Board may be delivered to the managing agent or the address of the Association and if there is no agent or address then to all other members of the Board either personally or by certified mail, postage prepaid, return receipt requested addressed to such Board member at the Board member's Unit mailing address.

(b) Notice to the Declarant, shall be given by certified mail, postage prepaid, return receipt requested, addressed to KLMR PROPERTIES, L.L.C., 42 Woodcliffe Road, St. Louis, MO 63124.

(c) Notices required to be given to Unit Owners may be delivered to any Unit Owner either by mailing it or posting on the Unit Owner's Unit (if no other address has been given by the Unit Owner) personal delivery by regular mail, FAX, messenger service or by certified mail return receipt requested, addressed to the Unit Owner at the Unit Owner's Unit mailing address.

(d) Notices to any devisee(s) or personal representative(s) of a deceased Unit Owner may be delivered either personally or by messenger, by certified mail, postage prepaid, return receipt requested, addressed to the next of kin or such other party at the address appearing in the records of the court with jurisdiction over the administration of the estate of such deceased Unit Owner.

9.5 Acceptance by Grantee. By acceptance of a deed of conveyance, each grantee of the Developer and each subsequent purchaser accepts the interest in the Condominium subject to all restrictions, conditions, covenants, reservations, options, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration or to which this Declaration is subject, and all rights, benefits and privileges granted, created, reserved or declared, and all requirements and obligation imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time, any interest or estate in said property and shall inure to the benefit of such Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

9.6 No Waiver. No provisions in this Declaration shall be abrogated or waived by reason of any failure to enforce such provisions, irrespective of the number of violations or breaches which may occur.

9.7 Saving Clause. The invalidity of any provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

9.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the development and operation of the Condominium. The use of personal pronouns shall be construed to apply to masculine, feminine or neuter gender as the context may require. Should any provision of this instrument be deemed to violate the Rule against Perpetuities and is not subject to Section 448.2-103(2) of the Act, then such provision shall not be stricken but shall be deemed to continue in force and effect for the longest time permitted under Missouri law or for the life or lives of all persons now in being plus twenty-one years and ten months thereafter.

9.9 Separate Real Estate Taxes. Real estate taxes are to be separately taxed to each Unit Owner for the Unit Owner's Unit and Share in the Common Elements. If real estate taxes are not separately taxed to each Unit Owner in any particular year, but rather are taxed on the property as a whole, then each Unit Owner shall pay the Unit Owner's proportionate share of the real estate taxes in accordance with the Unit Owner's Share in the Common Elements.

9.10 Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings ascribed to them in that certain Declaration of Condominium of Oxford Manor Condominium recorded in the St. Louis County, Missouri Recorder of Deeds Book _____, Page _____ on July ____, 2024.

[Signatures to follow]

IN WITNESS WHEREOF, the undersigned Declarant hereby certifies that the foregoing Bylaws have been duly adopted, and are in full force and effect as of the date hereof.

Declarant:

KLMR PROPERTIES, L.L.C.,
a Missouri limited liability company

By: _____

Name: Larry Lipsitz

Title: Manager



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
ERNIE RHODES, FIRE CHIEF
DATE: JULY 29, 2024
RE: ORDINANCE - AUTHORIZING THE CITY MANAGER TO EXECUTE A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF BRENTWOOD, MAPLEWOOD, AND RICHMOND HEIGHTS FOR FIRE DEPARTMENT TRAINING SERVICES

This is an Intergovernmental Agreement (IGA) between the cities of Brentwood, Clayton, Maplewood, and Richmond Heights to continue collaborative fire department training that began in 2017. The agreement includes the training chief responsibilities, member city criteria, and program cost sharing between member cities.

The City of Brentwood executed this IGA on July 16, 2024 and the City of Richmond Heights executed the IGA on July 30, 2024. The IGA will be an upcoming agenda item for the City Council Meeting in the City of Maplewood for consideration.

STAFF RECOMMENDATION: To approve the attached ordinance authorizing the City Manager to renew the revised Intergovernmental Agreement with the Cities of Brentwood, Maplewood, and Richmond Heights to continue the current multi-agency fire training program.

AN ORDINANCE AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF BRENTWOOD, CLAYTON, MAPLEWOOD, AND RICHMOND HEIGHTS FOR FIRE DEPARTMENT TRAINING SERVICES

WHEREAS, The cities of Brentwood, Clayton, Maplewood, and Richmond Heights wish to cooperate with one another to provide Cooperative Fire Training Chief Officer; and

WHEREAS, the subject of the Agreement referenced herein is within the scope of all the cooperating municipalities and Sections 70.220 and 70.260 RSMo authorize the cities to work in a cooperative manner and establish a joint body as provided in the Agreement; and

WHEREAS, cooperation between the cities will provide a more efficient and enhanced service for the City, higher level of safety and preparedness for firefighting and emergency medical personnel for the provision of such services; and

WHEREAS, the municipalities subscribing to this Amended and Restated Cooperative Fire Training Chief Agreement previously entered into a predecessor Cooperative Fire Training Officer Agreement (“Original Agreement”) with an effective date of August 24, 2021, (pursuant to Paragraph 13 of the Original Agreement) and a duration of three (3) years to August 23, 2024 (“Original Term”) with provision for extension thereof, which Original Agreement the Member Cities now wish to amend and restate as hereinafter provided.

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 the Amended and Restated Cooperative Fire Training Chief Intergovernmental Agreement 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 changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The City Manager is 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 the date of its passage by the Board of Aldermen; provided, however, that in the event the other cities identified herein do not approve the Agreement in substantially the same form as executed by the City hereunder, this Ordinance and any and all actions taken pursuant hereto may be revoked.

PASSED BY THE BOARD OF ALDERMEN THIS 13TH DAY OF AUGUST 2024.

MAYOR

ATTEST:

CITY CLERK

**AMENDED AND RESTATED
COOPERATIVE FIRE TRAINING CHIEF AGREEMENT**

THIS AGREEMENT, entered into on the effective date hereinafter set forth, by and between the City of Brentwood, Missouri ("Brentwood"), City of Clayton, Missouri ("Clayton"), City of Richmond Heights ("Richmond Heights"), and the City of Maplewood, Missouri ("Maplewood") (each a "Member City" and collectively "Member Cities"):

WITNESSETH

WHEREAS, firefighters, emergency medical technicians (EMT's), and paramedics are called upon to protect public health, safety and welfare in a wide variety of settings and situations; and

WHEREAS, due to technical advances in firefighting, the growing complexity of emergency medical responses, threats from hazardous materials, and other factors, the expertise required of firefighters, EMT's and paramedics has never been greater; and

WHEREAS, training is a critical element for the operation of an effective and efficient fire and rescue operation; and

WHEREAS, it is challenging for individual municipal fire and rescue departments to provide required training programs at reasonable cost; and

WHEREAS, the municipalities participating in this Agreement have determined that a cooperative fire training chief program is an efficient means of building their training capacity and improving coordination between the departments; and

WHEREAS, Chapter 70 of the Revised Statutes of Missouri authorizes joint exercise by two or more local governments of any power common to them; and

WHEREAS, it is the desire of the signatories hereto to provide for a cooperative fire training chief program for their mutual advantage; and

WHEREAS, the municipalities subscribing to this Amended and Restated Cooperative Fire Training Chief Agreement previously entered into a predecessor Cooperative Fire Training Officer Agreement ("Original Agreement") with an effective date of August 24, 2024, (pursuant to Paragraph 13 of the Original Agreement) and a duration of three (3) years to August 23, 2027 ("Original Term") with provision for extension thereof, which Original Agreement the Member Cities now wish to amend and restate as hereinafter provided;

NOW, THEREFORE, for and in consideration of the premises, the mutual advantages to be derived therefrom and in consideration of the mutual covenants herein contained, it is agreed by and between the Member Cities hereto as follows:

1. Cooperative Agreement Established. Pursuant to the joint-powers authorization of Chapter 70 of the Revised Statutes of Missouri, the undersigned do hereby enter into a

cooperative agreement for the provision of a Training Chief to be dedicated solely to the training and development of firefighters, paramedics and other personnel of the fire departments of Brentwood, Clayton, Richmond Heights, and Maplewood.

2. Selection of Training Chief to Provide Services under Agreement. A qualified, highly trained Command Officer shall be selected from the fire department of one of the participating municipalities to serve as the Training Chief to perform services specified under this Agreement. The City Manager or City Administrator of each municipality participating in this Agreement ("City Managers") shall approve the selection of and compensation and benefits (consistent with existing employer parameters) for the Training Chief, after his or her credentials have been reviewed by and a recommendation is made collectively, by the Fire Chiefs participating in this agreement. The Training Chief selected shall remain an employee of the single municipality by which he or she is employed ("Employer City"), but his or her duties will be limited to those specified under this Agreement. The Training Chief shall be insured by the Employer City in such manner as reasonably agreed by the City Managers.

3. Services Provided by Training Chief. The Training Chief shall provide the following training and employee development services to each municipality participating in this Agreement:

- (a) Evaluation of each department's training needs and development of training curricula.
- (b) Facilitation of training classes and exercises for participating departments (including various levels of training- whether it be individual, company level, shift-level, department-wide, and/or mutual aid).
- (c) Development of consistent Standard Operating Guidelines (SOG's) to be considered for adoption by all participating departments.
- (d) Evaluation of existing and proposed equipment and coordination and planning related to future acquisitions of equipment.
- (e) Employee professional development, including recommending individual courses of study, certifications, etc.
- (f) Training of employees on emergency preparedness and response and as per the current, established job description, the Training Chief will be subject to potential after-hours response.
- (g) Other such activities related to Fire-Rescue-EMS or emergency management training and professional development may be determined necessary by the Fire Chiefs.

In order to properly evaluate the effectiveness of training and assist in maintaining safe operations while on scene (Safety Officer, Sector/Division/Group Command, other roles,

etc.) all participating municipalities shall allow the Training Chief as per current, established job description to respond and participate within a designated role per the Incident Commander as a Command Officer within the context of emergency calls for service, at the direction of the Fire Chiefs.

4. Proportional Division of Training Chief Services. The services of the Training Chief will be divided proportionally among each participating municipality in accordance with the division of the Cooperative Training Chief Program costs as set out in Section 6 of this Agreement. It shall be the responsibility of the Training Chief to document services provided to and/or proportional benefits received by each of the municipalities participating in this Agreement. This documentation shall be reviewed regularly by the Fire Chiefs.

5. Additional Members and Non-Member Participation. Additional member agencies may be added to this cooperative and this Agreement through a written agreement approved by unanimous consent of the current Fire Chiefs and subsequent unanimous approval of the participating City Managers.

With unanimous approval of the Fire Chiefs, the Training Chief may offer limited participation in training activities and programs to non-member organizations on a fee basis provided it does not reduce or otherwise limit the quality of services provided to participating municipalities. Non-member organizations are defined as those that are not named participating municipalities in this Agreement. Fees will be determined in consideration of the market rate for the given type of training offered as determined by the Fire Chiefs. Funds will be used to offset the cost of future budgetary operational expenditures and program enhancements. Clayton will provide billing and related accounting services.

6. Cooperative Training Chief Program Costs. Costs shall be divided on a per capita basis. The municipalities participating in this agreement agree to pay the Employing City a proportionate share of the operational and employment costs associated with the Training Chief based on the number of employees budgeted at the execution of this agreement and as budgeted in each city's adopted annual budget each subsequent year (number of employees for future calculations will be based on the number of employees as of July 1 of each calendar year going forward after the signing of this agreement). The Employer City shall bill each participating municipality quarterly the amounts provided for above, and the municipality shall pay the fee within 30 days of being invoiced. Capital purchases will be established through the current budget practices. Large capital purchases (more than \$10,000) will be amortized over a mutually agreed upon period according to the number of personnel served by the training cooperative. The training vehicle will be replaced according to the agreed upon set replacement schedule. The residual value of future retired equipment and/or vehicles will be incorporated into the BCM budget for future capital equipment purchases.

7. Additional Support Costs for Training Chief Cost sharing for administrative workspace provided will be provided by one of the participating agencies (as agreed upon by member agencies) for the Training Chief.

8. Accountability and Program Oversight. The Fire Chiefs of the participating municipalities shall provide supervision to the Training Chief and as a group shall direct the Training Chiefs projects and activities. This oversight shall include decision-making regarding allocation of the Training Chief's efforts among the municipalities in accordance with this Agreement in order to ensure that each municipality is receiving the agreed upon level of service. The Fire Chiefs shall meet and confer no less than quarterly to discuss the Training Chief's accomplishments, plan future training activities, and generally direct shared training efforts under this program.

9. Amendments. This Agreement may be amended, by written amendment and resolution of all the then Member Cities to it. Policies and procedures may be adopted and amended from time to time by unanimous recommendation of the Fire Chiefs and majority written agreement of the City Managers, provided such amendments do not conflict with the terms set forth in this Agreement.

10. Term. The term of this Amended and Restated Agreement shall be three (3) years from the Effective Date specified below ("Term"). Thereafter, the Agreement shall automatically renew for successive periods of one (1) year (each a "Renewal Term"). This Agreement may be terminated at any time by written unanimous consent of the cities that are then Member Cities to the Agreement. Any participating City may withdraw (a) during the Term by written unanimous consent of the cities that are then Member Cities to the Agreement; or (b) during a Renewal Term, by delivering written notice to the City Managers of the other Member Cities at least ninety (90) days prior to August 23. Any withdrawal shall be effective at 11:59 PM on August 23 of the year specified by the withdrawing City.

11. Tenure of Training Chief. Should the Training Chief become unable to perform services provided for in this Agreement or if a majority of the Fire Chiefs determine that the Training Chief is failing to satisfactorily perform the services outlined under this Agreement, the participating municipalities may remove the Training Chief and suspend payment (regarding personnel cost for Training Chief) until such time that a new Training Chief can be selected.

12. Enforcement. Each member shall have the right to enforce this Agreement against any other member. If in conjunction with enforcing this Agreement legal action is necessary, a defaulting member shall pay reasonable attorney's fees as adjudicated by the court.

13. Authorization. Prior to execution of this Agreement, each participating municipality shall deliver to the other a certified copy of an ordinance authorizing the execution of this Agreement.

14. Effective Date. This Amended and Restated Agreement shall become effective at 12:01 AM, August 24, 2024. The effective date upon which any newly participating

city becomes a Member City will be that date when payment of one quarterly payment to the Employer City is made following delivery of an executed duplicate original copy of this Agreement subscribed on behalf of the new Member City to each of the current Member Cities along with a certified copy of the ordinance authorizing the execution of this Agreement .

IN WITNESS WHEREOF, the undersigned have set their signatures on the respective dates set forth below. This document may be signed in duplicate originals.

CITY OF BRENTWOOD, MISSOURI

By: *Bimboldt* 7/16/24
Date:

CITY OF CLAYTON, MISSOURI

By: _____
Date:

Date
CITY OF MAPLEWOOD, MISSOURI

By: _____
Date:

CITY OF RICHMOND HEIGHTS

By: *Reginald Finney* 7/30/2024
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: AUGUST 13, 2024
RE: ORDINANCE - A CONTRACT WITH H DESIGN GROUP, LLC FOR
PROFESSIONAL DESIGN SERVICES RELATED TO THE CLAYTON MUNICIPAL
GARAGE RENOVATION PROJECT

On May 15, 2024, an RFQ was issued for professional design services related to the Clayton Municipal Garage Renovation Project. Fourteen proposals were received and evaluated based on team structure, relevant experience, project approach, client references, proximity, experience in sustainable design, and MBE/WBE participation.

After a thorough review and interview process, H Design Group, LLC was selected due to their strong qualifications and relevant experience. The City's owner's representative, Navigate Building Solutions, managed the selection process to ensure alignment with the City's project goals and budget.

Services provided by the H Design Group team under this contract include confirmation of condition and needs assessment, site design, architectural design, structural design, equipment design, interior design, MEP (mechanical, electrical, plumbing, and low voltage) design, MEP cost estimation, and construction phase services. Geotechnical engineering and material testing services will be included under a separate contract.

The fee negotiated by Navigate and the City for this contract is \$903,850 (Nine Hundred and Three Thousand Eight Hundred and Fifty Dollars). The Capital Improvement Fund has sufficient funding allocated for this portion of the project.

Design is planned to take place over the next 11-12 months with construction bidding planned immediately following in June/July of 2025.

STAFF RECOMMENDATION: Approve the ordinance authorizing the contract with H Design Group, LLC in the amount of \$903,850, plus a 5% contingency of \$45,192 for the Clayton Municipal Garage Renovation Project.

BILL NO. 7036

ORDINANCE NO. _____

ORDINANCE APPROVING A CONTRACT WITH H DESIGN GROUP, LLC FOR PROFESSIONAL DESIGN SERVICES RELATED TO THE CLAYTON MUNICIPAL GARAGE RENOVATION PROJECT

WHEREAS, the City desires to renovate and expand the Clayton Municipal Garage facilities at 8300 Shaw Park Drive; and

WHEREAS, the City, with assistance from Navigate Building Solutions, LLC, solicited and reviewed qualifications for professional design services: and

WHEREAS, H Design Group, LLC was selected due to their qualifications and relevant experience: and

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 H Design Group, LLC for Professional Design Services related to the Clayton Municipal Garage Renovation 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, 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 Change Orders to the contractor in an amount not in excess of Forty-Five Thousand One Hundred and Ninety-Two Dollars (\$45,192). This represents 5% of the contract value.

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

Passed this 13th day of August 2024.

Mayor

ATTEST:

City Clerk



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Thirteenth day of August in the year Two-thousand, twenty-four.

(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

H Design Group, LLC
5039 South National Avenue
Springfield, Missouri 65810
Telephone Number: 417-887-6595

for the following Project:
(Name, location and detailed description)

Municipal Maintenance Facility Design and Construction
8300 Shaw Park Drive
Clayton, MO 63105

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

/

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Total Program Budget is \$14,753,027.00. (hereinafter TPB)

The Cost of Work is \$9,290,661.00. (hereinafter COW). This budget includes all low voltage wiring and equipment for Audio Visual and Security Systems.

The Total Program Budget (TPB) and Cost of Work (COW) for this Project, or designated portion thereof, may be modified in writing by the Owner only in the form of a Design Adjustment.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Refer to Request For Qualification's Exhibit C – Selected Conceptual Site Plan, Exhibit D – Selected Conceptual Floor Plan, Exhibit E – Existing Building Floor Plan, and Exhibit F – KPFF Structural Evaluation Report

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Init.

/

See 1.1.1 for Cost of Work.

§ 1.1.4 The Owner’s anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:
 - 08/2024 Anticipated Board Approval of Firm’s Contract
 - 12/2024 Schematic Design (SD)
 - 12/2024 SD Review and Estimating
 - 02/2025 Design Development (DD)
 - 02/2025 DD Review and Estimating
 - 05/2025 CD 100%
 - 05/2025 Constructability Review
 - 06/2025 Issue for Permit, Issue for Bid
 - 06/2025 Bidding and Negotiation
- .2 Construction commencement date:
 - 06/2025 Construction Negotiation and Contract
 - 07/2025 Construction Notice to Proceed
- .3 Substantial Completion date or dates:
 - 12/2026 Construction Substantial Completion
- .4 Other milestone dates:
 - 01/2027 Construction Final Completion
 - 02/2027 Furniture, Fixtures, and Equipment Installation
 - 12/2027 11-month Warranty Site Observation
 - 12/2027 Warranty Period is Complete

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Design-bid-build, with phased construction.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

This project shall be designed to be a minimum equivalent to a USGBC/GBCI LEED Silver Certification. However, it is not the City’s intent to register the project at this time. The selected firm have an active LEED Accredited Professional on the project team responsible for ensuring all professional design disciplines are considering and proposing feasible sustainable and LEED alternatives.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

NAVIGATE Building Solutions

Init.

8419 Manchester Road
Brentwood MO 63144
Joe Sweitzer, Senior Project Manager, joe@navigatebuildingsolutions.com, 314-960-8094

The Owner's Representative for the Project is NAVIGATE Building Solutions. NAVIGATE's Project Representative is Joe Sweitzer. Architect shall direct all communication to the Owner through NAVIGATE and shall take direction from NAVIGATE on behalf of the Owner, provided that only the Owner may agree to any Modifications to this Agreement, including adjustments to Architect's compensation for the Project.

Clayton City Manager David Gipson may agree to any Modifications to this Agreement.

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

City Manager and City Staff

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

*(Paragraphs deleted)*TBD

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

Materials testing and special inspection agent.
Firm is TBD

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Bryon Oster, AAIA | LEED AP BD+C
Principal
H Design Group, LLC
5039 S. National
Springfield MO 65810
417-887-6595

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Mettemeyer Engineering
2225 W. Chesterfield Blvd.
Springfield MO 65807
417-890-8002

Init.

.2 Mechanical Engineer:

Henderson Engineers
1801 Main Street, Suite 300
Kansas City, MO 64810
816-663-8700

.3 Electrical Engineer:

Henderson Engineers
1801 Main Street, Suite 300
Kansas City, MO 64810
816-663-8700

.4 Civil Engineer & Surveyor:

Premier Design Group
100 Midland Park Drive
Wentzville, MO 63385
314-925-7444

.5 Interior Design:

Gray Design Group
9 Sunnen Drive, Suite 110
Saint Louis, MO 63143
314-646-0400

.6 Facility Design Consultant:

HDR
11700 Katy Freeway, Suite 250, Energy Tower 1
Houston, TX 77079
281-206-9491

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 Insurance

2.5.1 Architect shall purchase and maintain during the life of this agreement, at its expense, insurance coverage as required in this Section for the term of this Agreement. Said insurance shall be written by a company or companies licensed to do business in the State of Missouri and satisfactory to the Owner Representative. The failure to purchase and maintain the minimum insurance required herein shall constitute a material breach of this Agreement upon which the Owner may immediately terminate or suspend this Agreement. Compliance with the insurance requirements set forth in this Section to purchase and maintain insurance shall not in any manner limit or qualify the liability and obligations otherwise assumed by the Architect in the written contract/agreement. Architect shall furnish any or all insurance certificates to the Owner, as requested by the Owner. Insurance Companies must be rated a minimum "A-" by the Best's Key Rating Guide's latest edition.

2.5.2 The Architect shall purchase and maintain during the life of this agreement insurance of the following types of coverage and limits of liability through primary or primary and excess policies:

2.5.2.1 Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

a. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project.

b. CGL coverage shall be written on ISO Occurrence form CG00 01 0413 (or a substitute form providing equivalent coverage) and shall cover liability caused in whole or in part by premises, operations, independent consultants, products-completed operations, and personal and advertising injury.

c. City of Clayton, Missouri and all other parties required by the contract shall be included as additional insured's on the CGL. This insurance for the additional insured shall be as broad as the insurance for the named insured Architect. It shall apply as Primary and non-contributory insurance before any other insurance or self-insurance, including any deductible, maintained by, or provided to, the additional insured.

d. Architect shall maintain CGL coverage for itself and all additional insured's for the duration of the project and maintain Completed Operations coverage for itself and each additional insured for at least 3 years after completion of work.

2.5.2.2 Automobile Liability with limits of at least \$1,000,000 each accident.

a. Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non owned automobiles.

b. Owner shall be included as additional insured on the auto liability policy.

2.5.2.3. Workers Compensation and Employers Liability limit of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease.

2.5.2.4. Professional Liability Insurance: Architect shall purchase and maintain insurance with a limit of \$2,000,000 for each claim and \$5,000,000 in the aggregate.

2.5.2.5 An umbrella policy is in effect that provides an additional \$2,000,000 for each occurrence within Commercial Liability and Workers Compensation. This policy also adds an additional \$2,000,000 in aggregate for Commercial Liability.

(Paragraphs deleted)

§ 2.5.3 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.4 Prior to commencing any work or services under this Contract, Architect shall furnish the Owner with Certificate(s) of Insurance, and formal endorsements, issued by Architect's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage and that such coverage and provisions are in full force and effect.

The Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions shall be named an Additional Insured under the following policies:

- i. Commercial General Liability
- ii. Auto Liability
- iii. Excess Liability - Follow Form to underlying insurance.
- iv. Architect's insurance shall be primary insurance as respects performance of subject contract.
- v. All policies, except Professional Liability insurance, waive rights of recovery (subrogation) against the Owner, its agents, representatives, officers, directors, officials and employees and NAVIGATE Building Solutions for any claims arising out of work or services performed by Architect under this Contract.

2.5.5 Insurance Endorsement shall cite a 30-day advance notice of cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

(Paragraph deleted)

§ 2.5.6 All policies, endorsements, and insurance related correspondence shall be given to Owner, Attn: Kayla Pacanowski, Risk Manager/Human Resources, 10 North Bemiston Avenue., Clayton, MO 63105.

(Paragraphs deleted)

§ 2.6 The Architect is responsible for the coordination of all drawings and other design documents relating to the Architect's project design, regardless of whether such drawings and documents are prepared by the Architect or by the Architect's consultants. If preliminary or design development work has been performed by others, the Architect is nevertheless fully responsible for and accepts full responsibility for such earlier work when the Architect performs subsequent phases of the Basic Services, as fully as if the preliminary, schematic, and design development work had been performed by the Architect itself. The Architect is responsible for coordination and internal checking of all design documents and for the accuracy of all dimensional, layout and specified information contained therein, as fully as if each document were prepared by the Architect. The Architect is responsible for the completeness and accuracy of all documents, including drawings and specifications, submitted by or through the Architect and for their compliance with all applicable codes, ordinances, regulations, laws and statutes.

§ 2.7 The Architect must prepare drawings, specifications and other documents necessary so that the construction contract bid from a responsive, responsible bidding contractor will be within the COW. The Architect shall acknowledge and agree that the project can be designed and constructed by a construction contract within the COW at each Design Phase submittal and each interim, revision or subsequent design submittal of the Architect to the Owner, at which time the Architect must make the following certification in writing, and which will be implied if not expressly stated:

"In my/our professional opinion, the plans, drawings, specifications, and other documents submitted herewith, have been: (a) prepared in accordance with the architectural Services Agreement; (b) are in compliance with appropriate codes and standards; (c) fulfill the Agreement requirements and (d) the work indicated by them may be purchased by the Owner in a construction contract or contracts, the total price of which will not exceed the COW as indicated in the COW Amendment and may be constructed completely within the COW."

§ 2.8 Mechanical and electrical engineering shall include coordinating the application process as needed to achieve cost beneficial utility (Ameren/Spire/MO Economic Development etc.) incentives and grants.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

The Architect, in consideration of the Fee specified hereinafter, conveys and agrees to perform, in connection with this Project, with the assistance of competent registered professional staff and/or sub consultants including but not limited to the disciplines below, and any others as necessary to complete the professional services as detailed herein or in any additional contract Attachments/Exhibits:

- i. Architectural and Interior Design
- ii. Civil Engineering, ALTA and topographical survey. Survey scope of work shall include all minimum and additional requirements for execution of the design and construction scope of work.
- iii. Structural Engineering
- iv. Mechanical Engineering
- v. Plumbing Engineering
- vi. Electrical Engineering (including Short Circuit and Arc Flash Study)
- vii. Fire Alarm Engineering
- viii. Fire Protection Engineering (Sprinler Delegated Design)
- ix. Low Voltage Design
 - a) Audio Visual Systems and Miscellaneous Displays

- b) Telecom and Data Backbone (Coordination with Owner's Vendors)
- c) Security design including access control, monitoring, intrusion detection, camera system
- d) Wireless Access Points.
- x. Limited Landscape and Irrigation Design (if required)
- xi. Furniture inventory, planning, selection, estimating and procurement
- xii. Signage Design: building, wayfinding, code required, exterior, and interior signage
- xiii. Public Agency Interface: All pre-planning required for AHJ Approvals and permitting.
- xiv. Code Analysis: Overall building and life safety code reviews to be conducted by all disciplines. All meetings with Authorities Having Jurisdiction (AHJ's) to confirm code interpretations and design assumptions and to pre plan for permitting.
- xv. Presentations to the Board or Council: One Presentation per Design Phase
- xvi. Typical Construction Phase administration
- xvii. Code-required commissioning
- xviii. Create a commissioning specification to meet code including IECC 2018 Cx Requirements. Specification shall identify what commissioning tasks the Contractor is to perform and what commissioning tasks will be performed by a 3rd party or by the design team. Review and coordinate with any 3rd party commissioning agent.
- xix. Early Procurement of Long Lead Equipment and Materials.
- xx. Provide a post construction as-designed final set of documents.
- xxi. Review as-built set of documents provided by general contractor. Review O&M manuals and warranties provided by general contractor.
- xxii. Provide an asset attribute data list of proposed equipment for use by Owner's asset management software.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 During the Design Development phase, the Architect shall produce a color, 3D fly-through video of the building interior for presentation to the Owner, to further demonstrate the design to the Owner.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 During the Construction Documents Phase, the Owner's Representative may perform a constructability review of the documents to assess the completeness and quality of the documents. The review will be shared with the Architect in a written and/or graphic format of comments. Architect shall promptly review and respond to comments and incorporate the accepted recommendations into the Construction Documents.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.1.1 Architect shall produce a Conformance Set / For Construction Set of drawings and specifications, to incorporate all bid addenda and accepted bid alternates into the original bid set, within 30 days of bid day.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 attending and assisting with a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 attending and assisting with the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's and Architect's consultants' negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The issuance of a Certificate for Payment shall be a representation that the Architect has substantially performed on-site inspections to check the quality or quantity of the Work.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take

appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.4.6 The Architect will not delegate submittal review to anyone outside of their immediate or consultant teams. Architect will not defer any inspections or submittal review to the Owner or Owner's Representative without prior written approval.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents. The Architect shall prepare, reproduce and distribute Drawings and Specifications to describe the Work to be added, deleted or modified.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 Preparation of Change Orders which are not initiated by the Owner shall be included as a basic service, at no additional cost to the Owner, unless the Owner, in its reasonable discretion, agrees to additional compensation for good cause shown by the Architect with the Contract Documents.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2)

affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 The Architect shall be responsible for scheduling and conducting a complete evaluation of the Project during the eleventh (11th) month after Substantial Completion. Such services shall be furnished without additional charge. Furthermore, the Architect shall provide a report of all deficiencies observed during said evaluation and shall be responsible for inspection and verifying the correction of said deficiencies within one week of the evaluation and at least two weeks prior to warranty period expiration. Report shall be issued to Owner, Owner’s Representative, and Contractor.

§ 3.6.6.6 At the completion of the project, incorporate all project change directives (proposal requests, ASIs, CCDs) into the electronic project drawings and provide a final set to the Owner in both pdf and CAD format.

§ 3.6.6.7 The Architect shall provide digital files of final, professional photos to the Owner and to NAVIGATE at no additional cost.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	Architect
§ 4.1.1.3 Measured drawings	Architect
§ 4.1.1.4 Existing facilities surveys	Architect
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Architect
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating per Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not Provided
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided.
§ 4.1.1.18 Facility support services	Not provided.
§ 4.1.1.19 Tenant-related services	Not provided.

Init.

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided.
§ 4.1.1.21 Telecommunications/data design	Architect
§ 4.1.1.22 Security evaluation and planning	Architect
§ 4.1.1.23 Commissioning (IECC Code Required)	Architect
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided.
§ 4.1.1.25 Fast-track design services	Architect (early procurement package)
§ 4.1.1.26 Multiple bid packages	Not provided.
§ 4.1.1.27 Historic preservation	Not provided.
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	
4.1.1.31 ALTA Survey and Topographical Survey	Architect

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Survey scope of work shall include all minimum and additional requirements for execution of the design and construction scope of work. The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

Init.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give two business days written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Bi-weekly visits to the site by the Architect during construction. Architect to issue field report within 72 hours with pictures and comments of observations and/or corrective actions required. Structural Engineer of Record: three (3) site visits, each with a field report within 72 hours with pictures and comments of observations and/or corrective actions required.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Three years (36) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(Paragraph deleted)

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. Provided however, that failure of the Owner to provide such notice to the Architect shall in no way affect the Architect's obligations under this Agreement, nor shall such failure relieve the Architect from any liability for its failure to discover and correct any such fault, defect, error, omission, or inconsistency.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect or NAVIGATE Building Solutions; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 For each design phase deliverable the Architect shall provide an estimate for the Mechanical, Plumbing, Fire Protection, Electrical, Low Voltage Systems (Audio Visual, Security, Voice/Data), Furniture, and all Specialty Systems associated with vehicle/equipment maintenance. . Furthermore, the Architect shall collaborate with and review Navigate Building Solutions' estimates of the civil, structural and building scope of services. The Architect may, at its own expense, prepare independent estimates of the COW if deemed necessary.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to

Init.

/

modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All right, title and interest, including all rights under federal and state copyright and intellectual property laws in the Drawings, Specifications and other documents prepared by the Architect for this Project (collectively "instruments of Service") and the electronic methods of reproducing such documents are hereby conveyed, assigned and transferred by Architect and its consultants to Owner. Owner shall retain legal title to such Instruments of service, whether or not the project for which they may be made is completed, provide that the Architect has been paid for all compensation due under this agreement for the services completed by the Architect. No further compensation shall be due to the Architect for Owner's use of the Instruments of Service, whether during performance of this Agreement or after its termination or completion. Except as described below, Owner may use the Instruments of Service for any purpose. Owner agrees not to sell the Instruments of service to others under any circumstances, and to hold harmless the Architect for any re-use of the Instruments of service by Owner, provided that the Architect is not the Architect of Record for the re-use and the re-use is not for maintenance, repair or operation of the Owner's Facility. All Instruments of Service, including series in electronic form, shall be furnished to the Owner in a format requested by Owner, including electronic format.

(Paragraphs deleted)

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1.

(Paragraphs deleted)

§ 7.2 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American

Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

(Paragraphs deleted)

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, and Reimbursable Expenses incurred.

(Paragraphs deleted)

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Final Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7 and Article 12.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively

Init.

for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

(Paragraphs deleted) Phased Stipulated Sum of Nine Hundred and Three Thousand, Eight Hundred and Fifty Dollars and zero cents (\$903,850.00).

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent (0 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Concept Validation	Five	Percent (5	%)
Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty-five	percent (25	%)
Construction Documents Phase	Thirty-Five	percent (35	%)
Construction Phase	Twenty-	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent

budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Refer to attached Rate Sheets Exhibit.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation from outside the St. Louis Metropolitan area and authorized out-of-town travel and subsistence. Transportation within the St. Louis Metropolitan area is not a reimbursable expense.;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

(Paragraph deleted)

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures
- .13. Architect shall provide owner with 2 full size and 2 half size sets of documents at each design milestone.
- .14 Architect shall provide to Navigate Building Solutions one half size set and one full size set of documents at each design milestone. Anticipated design milestones are Schematic Design, Design Development, 50% Construction Documents, and 100% Construction Documents.

§ 11.8.2 For Reimbursable Expenses are included in the lump sum fee.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

Init.

§ 11.10.1.1 An initial payment of zero dollars and zero cents (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty(60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 % per month

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Architect agrees to indemnify and defend and hold harmless the Owner and NAVIGATE Building Solutions, LLC, together with its employees, agents, and authorized representatives, from and against any and all losses, suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, reasonable attorney fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the work and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Architect, or of anyone acting under its direction or control or on its behalf in connection with or incidents to the performance of the Contract. Architect's indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Architect's obligation to indemnify and hold harmless shall remain in effect and shall be binding on Architect whether such injury shall accrue, or may be discovered, before or after termination of this Agreement.

§ 12.2 Insurance provisions set forth in this agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The Indemnity Provisions of paragraph 12.1 shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

§ 12.3 No part of the Services to be performed by Architect hereunder shall be subcontracted without the prior written consent of the Owner. The subcontracting of the work shall in no way relieve the Architect of the Architect's primary responsibility for the quality and performance of the work. The Architect shall assure that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this Agreement, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

§ 12.4 The Owner reserves the right to direct revision of the Services at the Owner's discretion. Architect shall advise the Owner of additional costs and time delays, if any, in performing the revision, before Architect performs the revised services. If revisions of the Services are necessary due to Architect's error or omission, Architect shall provide the services and materials associated with such revisions, at no additional cost to the Owner.

§ 12.5 Architect shall provide Services under this Agreement only upon written request of the Owner, and only to the extent defined and required by the Owner. Architect shall not provide any services or materials not described by this Agreement unless Architect obtains prior written consent from the Owner. If the Owner gives prior written consent for Supplemental Services, the Owner shall compensate Architect with a fee mutually agreed upon by the parties prior to performance of the Supplemental Services. Any Supplemental services or materials provided by Architect without the Owner's prior written consent shall be at Architect's own risk, cost, and expense, and Architect shall not make a claim for compensation from the Owner for such work.

§ 12.6 The Owner may make changes within the general scope of services of the Agreement. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the Owner and the execution of a suitable Amendment to this Agreement. Neither the Owner staff nor the Architect may authorize any substantive change in this Agreement by oral or other directions intended to substitute for a written contract Amendment.

§ 12.7 Standard of Care

12.7.1 Architect shall exercise the same degree of care, skill, and diligence in the performance of all Services to the Owner that is ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. At the Owner's request, Architect shall re-perform the Services which fail to satisfy this standard of care. If Architect fails to possess and exercise such care, skill and diligence in providing all Services, Architect shall be responsible to the Owner for any resulting loss or damages.

12.7.2 Architect represents it has all other necessary licenses, permits, and certifications required to perform the Services described herein.

12.7.3 Architect shall comply with, and cause its sub-consultants to comply with, applicable federal, state and local laws, orders, rules and regulations relating to the performance of the Services.

12.7.4 Neither Architect nor Architect's agents or employees shall discriminate against any employee or applicant for employment in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

§ 12.8 Compensation & Audit by Owner

12.8.1 As consideration for providing the Services, the Owner shall pay Architect per Article 11, as defined below for each project. Architect acknowledges and agrees that the total cost to complete the Project shall not, in any way, exceed the listed amount without prior written approval by the Owner.

12.8.2 Architect shall submit an itemized invoice to the Owner on the first of each month that details the percentage of each Task that was completed in the month immediately prior. The invoice shall also indicate the percentage total of each Task that has been completed for the Project. Owner agrees to pay the balance of an approved invoice, or undisputed portions of a disputed invoice, within 30 days of the date of receipt by the Owner. In the event of a dispute, and prior to the invoice's due date, Owner shall pay the undisputed portion of the invoice and notify Architect of the nature of the dispute regarding the balance.

12.8.3 At the Owner's request, Architect shall permit the Owner, or any authorized representative of the Owner, at all reasonable times, to access and examine all records, books, papers or documents related to Architect's performance under this Agreement, including, but not limited to, expenses for sub-consultants, agents or assistants, direct and indirect charges, and detailed documentation for all such work performed.

§ 12.9 Schedule & Delay

12.9.1 Unless otherwise directed by the Owner, Architect shall commence performance of the Services upon execution of this Agreement.

12.9.2 Architect shall provide Services pursuant to the agreed-upon schedule, which shall be per Article 1.1.4.

12.9.3 Neither the Owner nor the Architect shall be in default of the Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party, including, but not limited to, unusually severe weather conditions, floods, tornadoes, earthquakes, fires, and epidemics; wars, riots and other civil disturbances; strikes, lockouts, and other labor disturbances; or judicial restraint. Should such a circumstance occur, the non-performing party shall, within a reasonable time, give the other party written notice describing the circumstances and the anticipated date to resume performance of the Agreement.

12.9.4 If Architect's performance is delayed due to delays caused by the Owner, Architect shall have no claim against the Owner for damages or payment adjustment other than an extension of time to perform the Services.

§ 12.10 Assignment of and Responsibility for Personnel

12.10.1 Architect's assignment of personnel to perform the Services shall be subject to the Owner's oversight and general guidance.

12.10.2 While upon Owner premises or property under the Owner's control, the Architect's employees, agents, and subconsultants shall be subject to the Owner's rules and regulations respecting its property and the conduct of its employees thereon.

§ 12.11. Ownership & Reuse of Documents

12.11.1. All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the Owner prior to this Agreement, or for the performance thereof, shall remain the Owner's sole property. The Owner shall make available to Architect the copies of such materials as necessary for Architect to perform the Services.

12.11.2. All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Architect (and Architect's independent professional associates and subconsultants) under this Agreement, are instruments of service in respect to the Project and such information and documents prepared by Architect shall become the sole property of the Owner. At the Owner's request, Architect shall give the Owner all materials obtained or produced in the course of the Services. The Owner makes no warranty as to the compatibility of computer data files with computer software or software releases other than that used by Architect in performing services herein. Architect shall maintain complete Services records for five (5) years after completion of the Services.

12.11.3. The Owner understands that the reuse of any document prepared or furnished by Architect without written verification or adaptation by Architect for the specific purpose intended by the Owner shall be at the Owner's sole risk and without liability or legal exposure to Architect.

§ 12.12. Architect's Personnel at the Project Site

12.12.1. The presence of Architect's personnel at a construction site is for the purpose of providing the Owner a greater degree of confidence that the completed work will generally conform to the Scope of Work and related Project documents, and that the integrity of the design concept as reflected in the Project documents have been implemented and preserved by the contractor(s).

12.12.2. Architect has no authority to exercise control over any construction contractor. Architect neither guarantees the performance of the contractor(s), nor assumes the responsibility for the contractor's failure to perform their work in accordance with the Project documents.

§ 12.13. Relationship of the Parties

12.13.1. The Owner and Architect agree that the Architect shall be and remain an independent contractor in the performance of the Services. Architect's employees, agents, or subconsultants shall not be considered employees of or subject to the direction and control of the Owner.

12.13.2. Architect shall be solely responsible for the supervision and performance of all subconsultants to perform under this Agreement.

§ 12.14. Decisions Under This Agreement

The Owner Representative will determine the acceptability of the drawings, specifications, and estimates to be furnished, and will decide all questions that may arise relative to the proper performance of this contract, and his decision shall be final and conclusive.

§ 12.15. Equal Opportunity and Non-Discrimination

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

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

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

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

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

12.15.6. In the event that any or all of the provision(s) of the foregoing paragraphs (12.15.1) or (12.15.2) conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve the contractor from adherence to any and all additional requirements regarding equal employment or non-discrimination set forth in such federal, state or other local laws, ordinances or regulations.

§ 12.16. Conflicts of Interest

12.16.1. The parties agree to abide by all applicable federal, state and local laws, ordinances and regulations relating to conflicts of interest. Additionally, but not in limitation of the foregoing, no elected official or other official of Owner having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.

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

12.16.3. For the purposes of this section "immediate family" includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent and stepchild.

12.16.4. For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate family shall own, whether singularly or collectively, directly or indirectly, ten percent (10%) more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or, per year there from. In the event that any or all of the foregoing provision(s) shall conflict with federal, state or other local laws, ordinances or regulations, then the requirements of such federal, state or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City of Clayton from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state or other local laws, ordinances or regulations.

§ 12.17. NOT USED.

§ 12.18. Notice

Any notice required or permitted to be delivered under this Agreement shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices, unless otherwise directed by this Agreement, shall be addressed to the parties at the addresses set forth as follows:

12.18.1. Notices sent by the Architect to the Owner shall be sent to:

Director of Public Works
10 North Bemiston Avenue
Clayton, MO 63105

12.18.2. Notices sent by the Owner to the Architect shall be sent to:

TBD

§ 12.19. Term & Termination

12.19.1. The effective date of this Agreement shall be the date of execution, when the Agreement is signed by both parties. This Agreement shall terminate upon completion of all Services to the satisfaction of the Owner, and upon final payment by the Owner.

12.19.2. Notwithstanding Paragraph 12.19.1, the Owner reserves the right and may elect to terminate this Agreement at any time, with or without cause. The Owner shall compensate Architect for the Services that have been completed to the Owner's satisfaction as of the date of termination. Architect shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

12.19.3. Architect may, upon providing the Owner with a 10 day written notice, terminate this Agreement in the event the Owner does not complete its responsibilities under this Agreement.

§ 12.20. Choice of Law; Venue

This Agreement, and all work and other activities governed hereby, shall be governed by the laws of the State of Missouri. Any action arising out of, or concerning, this contract shall be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court.

§ 12.21. Conflicts

In the event of any conflict or discrepancy between the terms of this Agreement and those set forth in other documents, it is expressly understood and agreed that the terms and provisions of this Agreement shall govern.

§ 12.22. Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the

remaining provisions of this Agreement shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

§ 12.23. Construction Means and Methods

Architect shall not be responsible for the means and methods of construction, job site safety, or appropriateness of installation methods undertaken on any property within the City of Clayton by the OWNER, developer and or contractor hired to perform services related to this contract.

§ 12.24. Employee Verification

Contractor will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2009, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

§ 12.25. Miscellaneous Provisions

12.25.1. Entire Agreement. This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties, and this Agreement supersedes any prior negotiations, proposals or agreements. Unless otherwise provided in this Agreement, any amendment to this Agreement shall be in writing and shall be signed by the Owner and Architect, and attached hereto.

12.25.2. Waiver. The failure of either party to require performance of this Agreement shall not affect such party's right to enforce the same. A waiver by either party of any provision or breach of this Agreement shall be in writing. A written waiver shall not affect the waiving party's rights with respect to any other provision or breach.

12.25.3. Assignment. Nothing in this Agreement shall be construed to give any rights or benefits to any party other than the Owner and Architect. Architect shall not assign any interest in this Agreement without the Owner's prior written consent. If Architect assigns an interest in this Agreement without the Owner's prior written consent, such assignment shall be void, and Owner may immediately terminate or suspend this Agreement.

12.25.4. Successors and Assigns. Subject to Paragraph 12.25.3, this Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

12.25.5. Third Parties. The Services to be performed by Architect are intended solely for the benefit of the Owner. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any person or entity not a signatory to this Agreement.

12.25.6 Architect and Architect's consultants shall certify and comply with Section 34.600 RSMo., Supp. 2020.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

(Paragraphs deleted)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A- Scope of Work Document (12 pages)
Exhibit B – Hourly Rate Sheets (5 pages)

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

Exhibit C- Request For Qualification's
Exhibit D- Selected Conceptual Site Plan, Floor Plan and Existing Building Floor Plan.
Exhibit E – KPFF Structural Evaluation Report
Exhibit F- Insurance Certificate
Exhibit G – Certificate of Compliance with Section 34.600 RSMo., Supp. 2020
Exhibit H – Contractor/Subcontractor/Vendor Questionnaire

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

ARCHITECT *(Signature)*

Brent M. Stevens AIA, Principal
MO License No: A-2000151419

(Printed name, title, and license number, if required)

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jennifer N Kissinger, Director NAVIGATE Building Solutions, LLC, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:38:59 ET on 08/05/2024 under Order No. 4104250575 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



8/5/2024

Clayton Public Works Facility

Scope of Services

Task 1: Kick Off- Validation of Selected Site & Floor Plan Concept

Objective:

To effectively evaluate both client needs and municipal requirements offering input into the design concept provided to validate or modify the design solution. Qualifying the feasibility and efficiency in response to Clayton's current and future needs. To ensure that the functional requirements, including circulation and proximity relationships, are appropriately addressed in the concept.

Scope of the project generally consists of the renovation of the existing 23,900 s.f. building, a new 11,300 s.f. heated vehicle storage garage, and a 1,500 s.f. drive-thru wash bay.

Task 1A- Site Data Collection

Existing Campus

- Perform ALTA and topographical survey of property. Survey to describe physical characteristics, legal limitations and utility location for the site of the project and a written legal description of the site. The survey and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property structures; designated wetlands; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning availability of utility services and lines, both public and private, above and below grade, including inverts and depts. All of the information on the survey shall be referenced to a project benchmark. (Owner to provide Title Report for property and any other previous plans, reports & surveys that have been completed). Ground Penetrating Radar Scanning of Underground Utility locates (to 8 feet depth +/-) provided for areas on site per Exhibit 1.

Task 1B-Assess Public Works Department Spatial & Operational Requirements

On Site Programming & Concept Design- Validation Session.

- Tour existing facilities in order to gain an understanding of current operating philosophies and conditions.
- Field Measure and Document existing site and building conditions.
- Review and discuss the building and site program.
- Review requirements for various departments listed.
- Review all support facility requirements.
- Review storage requirements for on-site & off-site requirements.
- Address functional areas to be located at the facility
- Verify number and size of various workstations.
- Verify storage requirements for parts, materials, and equipment.
- Verify parking requirements for City employees, visitor, and delivery vehicles.
- Identify vehicular clearance requirements throughout the project.
- Tour the new City of Wentzville Public Works Facility to compare/contrast spatial attributes, equipment, furniture, etc.



Deliverables:

- ALTA Survey with BPR Utility Locate Report
- Code Analysis
- Validated Space Needs Program
- As Builts of existing building plans.
- Updated Conceptual Floor Plan & Site Plan Concept.

Estimated Travel:

- HDG: 3 people for 1.5 days.
- HDR: 1 person for 1.5 days.
- Henderson- 1 person for 1.5 days.
- Premiere- 1 person for 1.5 days. (Local Travel)

Task 2: Schematic Design

30% Complete- Schematic Design Documents

General Information

- Cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Outline technical specifications for all front-end (Division #1) sections of the project.

Site Design & Civil Engineering:

- Coordinate requirements related to the Geotechnical Investigation.
- MSD Concept Review.
- Review recommendations of the Geotechnical report for inclusion in designs.
- Determine potential Corps of Engineers Section 404 permitting requirements.
- Further develop and prepare drawings illustrating all site elements, including functional and transit operations planning.
- Establish building finish floor elevations considering flood plain issues, utility connections, storm water management system requirements, and general site grading issues.
- Meet with local Fire Department to confirm Fire Department Access requirements, fire hydrant requirements, and fire suppression system requirements.
- Public Agency Interface in person meetings with Metrolink and MSD Sewer.
- Submit to City of Clayton for Site Plan Approval: Site Layout, Landscaping, Exterior Lighting, Exterior Elevations, Floor Plans, Tree study, etc.
- Complete an SD level (30% complete) preliminary design of civil engineering components of the project, including but not limited to:
 - Site Layout/ configuration.
 - Site ingress and egress.
 - Parking Layout for employees, customers, and fleet vehicles.
 - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
 - Site Grading.
 - Develop a 3D digital terrain model for quantifying earthwork.
 - Storm water management system study.
 - Storm sewer systems.
 - Underground systems for collection/ conveyance of roof drainage.



- Storm water detention & treatment systems.
- Exterior Oil / sand separators.
- Sanitary sewer service line systems.
- Domestic water service systems, including metering.
- Fire suppression services systems, including cross-connection control.
- Fire Hydrant service lines/ loops.
- Pavements, walks, and ramps.
- Coordinate utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant.
- Assess potential utility system conflicts.
- Temporary erosion, sediment control systems and Land Disturbance Plans.

Architectural Design:

- Based on selected concept, design a floor plan layout, building components, equipment selections, equipment layout, materials, and coordinate architectural designs with civil, structural, mechanical, electrical and plumbing system components.
- Complete a final code and zoning review analysis including variances if required.
- Complete a 30% level design of architectural components of the project, including (but not limited to):
 - Architectural Site Plan
 - Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
 - Overall Floor Plan(s) of each building.
 - Enlarged Floor Plan Details
 - Overall Roof Plan with Details.
 - Door & Window Schedules.
 - Exterior Building Elevations
 - Enlarged Building Elevation Details.
 - Building sections
 - Enlarged Wall Section Details.
 - Preliminary millwork plans & elevations.
 - Reflected Ceiling Plans.
 - Preliminary LEED Scorecard.
 - Architectural Outline Specifications for Division #1

Structural Design:

- Complete a 30% level design of structural components of the project, including (but not limited to):
 - Foundation Plan(s) & Details
 - General framing Plan(s) with loading requirements.
 - General Structural Notes

Equipment Design:

- Inventory existing shop equipment, by functional area, which will be relocated to the new facility. Include description, quantity, manufacturer, model number, and utility requirements.
- Participate in equipment review meeting with City of Clayton to review, by functional area, maintenance and service equipment needed to support maintenance activities. Maintenance equipment includes storage equipment, shop equipment, wash equipment, vehicle exhaust systems, lifts, and cranes. Service equipment includes compressed air system components (i.e., compressor, dryer, hose reels, filter/regulator/lubricator) and lubrication system components (i.e., pumps, tanks, hose reels). Identify quantities required, dimensions, and impact on other design team disciplines. During the



review meeting with City of Clayton staff, HDG will present the Preliminary Equipment List, Cutsheets and Preliminary Equipment Layout Drawings to ensure that all equipment requirements have been addressed.

- Update equipment list to be consistent with equipment layout drawings and facility design. Equipment to be listed by functional area within each department, alphabetically by description and numerically by equipment identifier. Equipment list includes information regarding description, quantity, price, dimensions, procurement strategies, specification responsibility, and discipline coordination matrix
- Complete a 30% level design of equipment components of the project, including (but not limited to):
 - Preliminary Maintenance Equipment Layout Drawings.
 - Preliminary Service Equipment Drawings
 - Preliminary Discipline Coordination Drawings
 - Preliminary Equipment Lists/Manuals
 - Preliminary Discipline Coordination Schedule

Interior Design:

- Complete a 30% level design of Interior Design components of the project, including (but not limited to):
 - Identification of areas to receive new finishes.
 - Preliminary Interior finish plan.
 - Identification of signage and wayfinding locations.
 - Identification of areas to receive new furniture.

Mechanical, Electrical, Plumbing & Low Voltage Systems Design:

- Complete a 30% level design of MEP components of the project, including (but not limited to):
 - Site (parking lot) lighting.
 - Heating, Ventilating and air conditioning systems
 - Plumbing System
 - Emergency power generator system design.
 - Vehicle Wash System MEP utilities design.
 - Electrical systems design (including Short Circuit Study and Arc Flash Study)
 - Low Voltage Design & Engineering
 - Audio Visual Systems and Miscellaneous Displays
 - Telecom and Data Backbone
 - Security Design including perimeter entry, card access systems, CCTV
 - Wireless Access Points
 - Coordination with Owner's Low Voltage System Vendors.
 - Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations. (Sprinkler Delegated Design)
 - Site Lighting systems design.
 - Basic Commissioning specifications and plans shall be provided for all code-required commissioning. Coordinate with third-party commissioning agent reviews and address comments.
 - MEPFP Systems, AV Stems and Specialy Systems Cost Estimate.

Task 2B- Opinion of Probable Construction Cost (Equipment)

Based on the completed 30% Schematic Design Drawings & Specifications, the HDG Team will create a preliminary construction cost estimate for the MEPFP systems and Special Equipment to be provided on the project for Navigate to review and incorporate into their overall project budget.

Task 2 Deliverables:



- 30% Schematic Design Package
- Outline Technical Specifications- Division #1
- Preliminary Service Equipment Manuals & Cost Estimates.
- Design Team Presentation of Schematic Design Package to City Staff.
- Design Team Presentation of Schematic Design Package to Board of Alderman.

Task 2 Estimated Travel:

- HDG: None- 1 person to present to City Staff and Board of Alderman if required.

Task 3: Design Development

60% Complete Design Development Documents

General Information

- Cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete outline specifications.
- Identification (in coordination with Navigate) of early procurement for long lead equipment and materials.

Site Design & Civil Engineering:

- Complete a 60% level final design of civil engineering components of the project, including (but not limited to)
 - Site Layout/ configuration.
 - Site ingress and egress.
 - Parking Layout for employees, customers, and fleet vehicles.
 - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
 - Site Grading.
 - Develop a 3D digital terrain model for quantifying earthwork.
 - Storm water management system study.
 - Storm sewer systems.
 - Underground systems for collection/ conveyance of roof drainage.
 - Storm water detention & treatment systems.
 - Exterior Oil / sand separators.
 - Sanitary sewer service line systems.
 - Domestic water service systems, including metering.
 - Fire suppression services systems, including cross-connection control.
 - Fire Hydrant service lines/ loops.
 - Pavements, walks, and ramps.
 - Coordinate utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant.
 - Assess potential utility system conflicts.
 - Temporary erosion, sediment control systems and Land Disturbance Plans.
 - Civil Outline Specifications

Architectural Design:

- Complete a 60% level design of architectural components of the project, including (but not limited to):
 - Architectural Site Plan
 - Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.



- Overall Floor Plan(s) of each building.
- Enlarged Floor Plan Details
- Overall Roof Plan with Details.
- Door & Window Schedules.
- Exterior Building Elevations
- Enlarged Building Elevation Details.
- Building sections
- Enlarged Wall Section Details.
- Interior Elevations
- Millwork Elevations, Sections & Details.
- Reflected Ceiling Plans.
- Updated LEED Scorecard.
- 3D fly-through video of the building interior for presentation to the Owner.
- Architectural Outline Specifications.

Structural Design:

- Complete a 60% level design of structural components of the project, including (but not limited to):
 - Foundation Plan(s) & Details
 - General framing Plan(s) with loading requirements.
 - General Structural Notes
 - Structural Outline Specifications.

Equipment Design:

- Complete a 60% level design of Specialty Equipment for the project, including (but not limited to):
 - Equipment Layout Drawings.
 - Service Equipment Drawings.
 - Signage and Striping Drawings.
 - Equipment List and Cost Estimate.
 - Equipment Outline Specifications.

Interior Design:

- Complete a 60% level design of Interior Design components of the project, including (but not limited to):
 - Final Interior finish plan.
 - Furniture Plans- Coordination of Colors/Finishes/Fabrics, Procurement assistance/coordination with the Owner for purchase through Cooperative after RFQ.
 - Signage & Wayfinding Plans- Administration Offices: wayfinding, interior (code required departmental and room signage) and exterior signage for vendor deliveries and visitors.
 - Interior Finishes Outline Specifications.

Mechanical, Electrical, Plumbing & Low Voltage Systems Design:

- Complete a 60% level design of MEP components of the project, including (but not limited to):
 - Site (parking lot) lighting.
 - Heating, Ventilating and air conditioning systems
 - Plumbing System
 - Emergency power generator system design.
 - Vehicle Wash System MEP utilities design.
 - Electrical systems design (including Short Circuit Study and Arc Flash Study)



- Low Voltage Design & Engineering
 - Audio Visual Systems and Miscellaneous Displays
 - Telecom and Data Backbone
 - Security Design including perimeter entry, card access systems, CCTV
 - Wireless Access Points
 - Coordination with Owner's Low Voltage System Vendors.
- Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations. (Sprinkler Delegated Design)
- Site Lighting systems design.
- Basic Commissioning specifications and plans shall be provided for all code-required commissioning. Coordinate with third-party commissioning agent reviews and address comments.
- MEPFT Specifications Table of Contents and Preliminary Specifications for Major Equipment.

Task 3 Deliverables:

- 60% Design Development Package
- Outline Technical Specifications
- Early Procurement items in coordination with CM.
- Service Equipment Manuals & Cost Estimates.
- Design Team Presentation of Design Development Package to City Staff.
- Design Team Presentation of Design Development Package to Board of Alderman.

Task 3 Estimated Travel:

- HDG: None- 1 person to present to City Staff and Board of Alderman if required.

Task 4: Construction Documents

100% Bid Documents

General Information

- Complete cover sheet with general project information, requirements, index, conceptual rendering, zoning data, building code information, and site location map.
- Complete technical specifications.

Site Design & Civil Engineering:

- Assist the Owner with submitting a Notice of Intent to the Missouri Department of Natural Resources (MDNR) by completing technical portions of the NOI application as well as preparing supporting documents.
- As required by MDNR, prepare a written Storm Water Pollution Prevention Plan for use at the construction site.
- MSD Submission.
- Complete a 100% level final design of civil engineering components of the project, including (but not limited to)
 - Site Layout/ configuration.
 - Site ingress and egress.
 - Parking Layout for employees, customers, and fleet vehicles.
 - Confirm site layout design with horizontal geometric requirements for vehicular turning movements.
 - Site Grading.
 - Develop a 3D digital terrain model for quantifying earthwork.
 - Storm water management system study.
 - Storm sewer systems.



- Underground systems for collection/ conveyance of roof drainage.
- Storm water detention & treatment systems.
- Exterior Oil / sand separators.
- Sanitary sewer service line systems.
- Domestic water service systems, including metering.
- Fire suppression services systems, including cross-connection control.
- Fire Hydrant service lines/ loops.
- Pavements, walks, and ramps.
- Coordinate utility locations for electrical power, natural gas, communications/ data, and security systems with MEP consultant.
- Assess potential utility system conflicts.
- Temporary erosion, sediment control systems and Land Disturbance Plans.
- Civil Technical Specifications

Architectural Design:

- Complete a 100% level design of architectural components of the project, including (but not limited to):
 - Architectural Site Plan
 - Site Plan Details of perimeter fencing, gates, trash enclosures, bollard details, accessible signage, etc.
 - Overall Floor Plan(s) of each building.
 - Enlarged Floor Plan Details
 - Overall Roof Plan with Details.
 - Door & Window Schedules.
 - Exterior Building Elevations
 - Enlarged Building Elevation Details.
 - Building sections
 - Enlarged Wall Section Details.
 - Interior Elevations
 - Millwork Elevations, Sections & Details.
 - Reflected Ceiling Plans.
 - Final LEED Scorecard.
 - Architectural Technical Specifications.

Structural Design:

- Complete a 100% level design of structural components of the project, including (but not limited to):
 - Foundation Plan(s) & Details
 - General framing Plan(s) with loading requirements.
 - General Structural Notes
 - Structural Technical Specifications.

Equipment Design:

- Complete a 100% level design of Specialty Equipment for the project, including (but not limited to):
 - Equipment Layout Drawings.
 - Service Equipment Drawings.
 - Signage and Striping Drawings.
 - Equipment List and Cost Estimate.
 - Equipment Technical Specifications.



Interior Design:

- Complete a 100% level design of Interior Design components of the project, including (but not limited to):
 - Final Interior finish plan.
 - Furniture Plans- Coordination of Colors/Finishes/Fabrics, Procurement assistance/coordination with the Owner for purchase through Cooperative after RFQ.
 - Signage & Wayfinding Plans- Administration Offices: wayfinding, interior (code required departmental and room signage) and exterior signage for vendor deliveries and visitors.
 - Interior Finishes Technical Specifications.

Mechanical, Electrical, Plumbing & Low Voltage Systems Design:

- Complete a 100% level design of MEP components of the project, including (but not limited to):
 - Site (parking lot) lighting.
 - Heating, Ventilating and air conditioning systems
 - Plumbing System
 - Emergency power generator system design.
 - Vehicle Wash System MEP utilities design.
 - Electrical systems design (including Short Circuit Study and Arc Flash Study)
 - Low Voltage Design & Engineering
 - Audio Visual Systems and Miscellaneous Displays
 - Telecom and Data Backbone
 - Security Design including perimeter entry, card access systems, CCTV
 - Wireless Access Points
 - Coordination with Owner's Low Voltage System Vendors.
 - Fire protection system design performance specification includes general fire sprinkler and fire alarm design information, fire alarm device locations. (Sprinkler Delegated Design)
 - Site Lighting systems design.
 - Basic Commissioning specifications and plans shall be provided for all code-required commissioning. Coordinate with third-party commissioning agent reviews and address comments.
 - Mechanical and Electrical engineering shall include coordinating the application process and providing energy code compliance forms as needed to achieve cost beneficial utility (Ameren/Spire/Mo Economic Development, etc.) incentives and grants.
 - MEPFT Technical Specifications.

Task 4B- QA/QC

Once final drawings and specifications are obtained from all of the disciplines, we will perform a 3 week interactive and collaborative QA/QC session to coordinate drawings and details between disciplines to ensure completeness in the final set of drawings prior to distribution.

Task 4C- Opinion of Probable Construction Cost (Equipment)

Based on the completed 100% Construction Drawings & Specifications, the HDG Team will create a final construction cost estimate for the equipment to be provided on the project for Navigate to insert into their overall project budget.

Task 4 Deliverables:

- One digital set on CD of sealed construction documents and specifications to the Owner.
- Note: All city application fees, plan review & permitting fees are excluded.
- Final Equipment Cost Opinion Document. (Working in conjunction with CM)
- Design Team Presentation of Construction Document Package to City Staff.
- Design Team Presentation of Construction Document Package to Board of Alderman.



Task 4 Estimated Travel:

- HDG: None- 1 person to present to City Staff and Board of Alderman remotely if required.

Task 5: Construction Related Services

Task 5A- Bid Phase Services

Assist Navigate in obtaining qualified general contractor bids for construction and obtaining necessary building permits for construction. The HDG Team shall assist in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the HDG Team shall assist the Owner in (1) obtaining competitive bids (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and reviewing contracts for construction.

- The HDG Team shall assist Navigate in bidding the project by:
 - Procuring the Bidding Documents for owner's distribution to prospective bidders.
 - Attending remotely a pre-bid conference for prospective bidders.
 - Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda and/or supplemental instructions.
 - Owner Provided Services during bidding: Assembling Consultant's documents together with City of Clayton standard contracting documents; advertising for competitive bids; administration of the bidding process; organizing and conducting the opening of bids, preparing construction contracts; and executing construction contracts.
- The HDG team shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.
- The HDG Team shall assemble and submit all necessary documents to governing authorities and jurisdictions for plan review and permitting. In response to any plan review comments, the HDG Team will prepare formal responses in the form of addenda and/or supplemental instructions.

Task 5B-Construction Phase & Close-Out Services.

To represent the Owner during construction per requirements as set forth in the construction documents and specifications. The HDG Team shall provide administration of the Contract between the Owner and the Contractor as set forth in the AIA Document B101-2017 and in AIA Document A201™-2017, General Conditions of the Contract for Construction.

Task 5 Deliverables:

- 1 owner copy of all submittals
- Construction Progress Reports & Photographs.
- Post Construction as-designed final set of documents. (Record Drawings).
- Assess attribute data list of installed equipment for use by Owners' Asset Management Software.
- Provide digital files of final professional photos to the Owner and Navigate.
- Provide 11 month warranty period inspection.

Task 5 Estimated Travel:

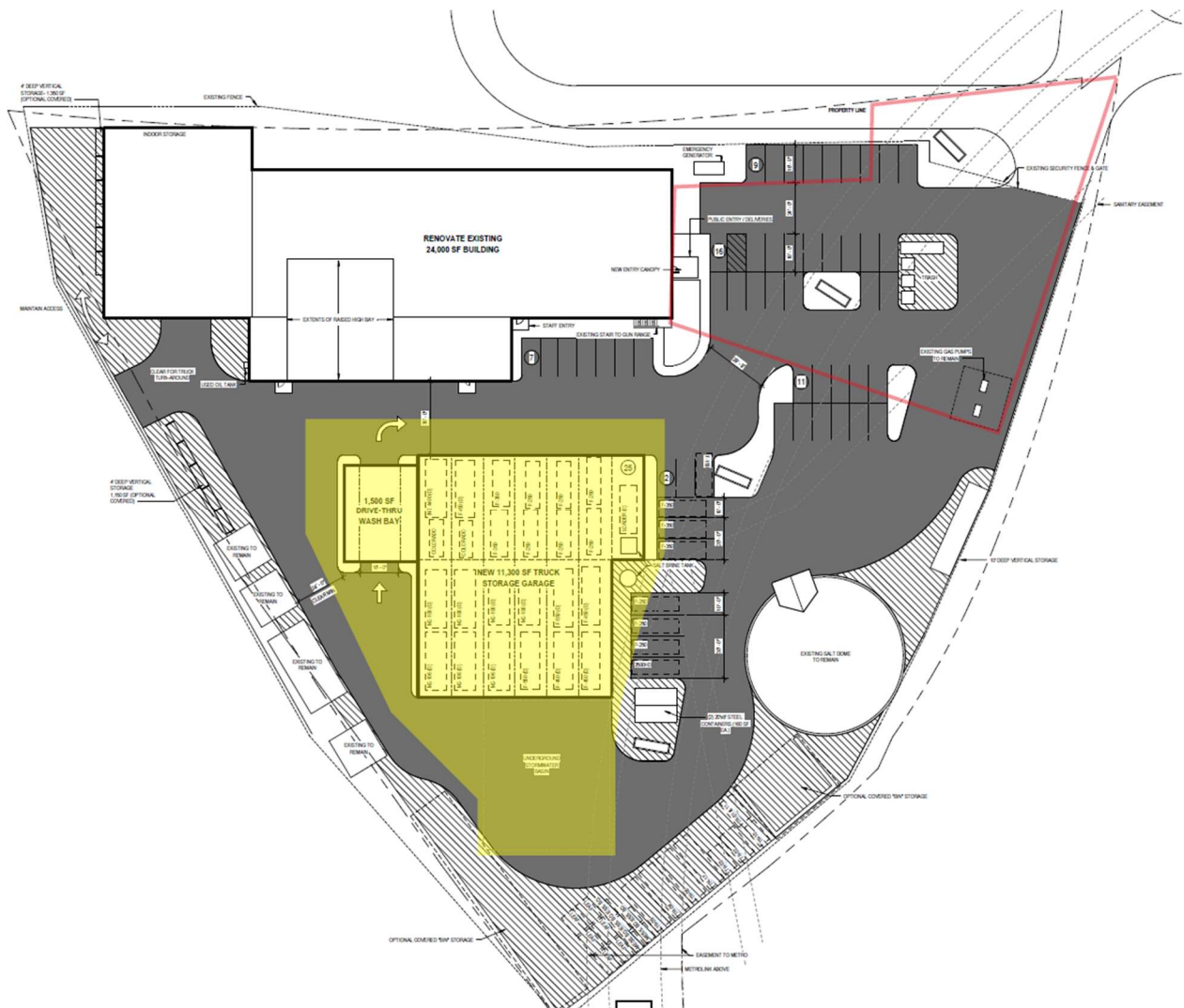
Monthly Site Visits to review construction progress in sync with Payment Application Review. Offsetting monthly remote OAC meeting attendance digitally. HDG will participate in all monthly Site Visits and remote OAC meetings. Consultants will participate as needed during construction for their designed portions and attend periodic on site visits. General overview of local (and non-local) travel included:

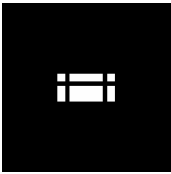


- HDG: 1 person for 15 trips during construction + 2 trips for substantial completion, 2 trips for Final Completion, and 1 trip for 11 month warranty period inspection. (20 total trips).
- Mettemeyer: 1 person for 3 trips during construction to review foundations and framing.
- HDR: 1 person for 1 trip during construction to review equipment installation.
- Henderson: 1 person for 3 trips during construction to review MEP systems.
- Premiere: 1 person for 3 trips during construction to review site work. (local travel)
- Grey: 1 person for 5 trips during construction to review Interior Design and Furniture Installation. (local travel)

END OF DOCUMENT

Exhibit 1 extents of GPR Scanning to include yellow highlighted and red area. Scanning is effective to approximately 8 feet depth.





Hourly Rate Schedule

H Design Group, LLC 2024 Fee Schedule

Architectural Services:

Senior Principal.....	\$180.00 per hour
Principal	\$160.00 per hour
Associate	\$150.00 per hour
Project Architect	\$130.00 per hour
Project Manager	\$130.00 per hour
Senior Drafter	\$120.00 per hour
Architectural Designer	\$110.00 per hour
Architectural Intern.....	\$90.00 per hour
Drafter	\$90.00 per hour
Administrative	\$80.00 per hour

In the event there are engineering, or other outside consultant fees associated with Extra or Additional Services for the specified project, a lump sum or hourly rates broken down for the appropriate work will be submitted to the Client for approval, prior to the start of work described.

Architectural Reimbursable Expenses:

Overnight Mail.....	Direct Cost*
Postage.....	Direct Cost*
8.5" x 11" In-House Black and White Prints.....	\$0.20 per Sheet
11" x 17" In-House Black and White Prints	\$0.30 per Sheet
8.5" x 11" In-House Color Prints	\$1.00 per Print
11" x 17" In-House Color Prints	\$2.00 per Print
Outsourced Reproducible Copies.....	Direct Cost*
CD ROM (CD and Setup/Recording Time included)	\$6.00 per CD
DVD ROM (DVD and Setup/Recording Time included)	\$12.00 per DVD
Mileage (outside of Springfield Metro Area)	Current Standard Mileage Rate

*These items are subject to a 5% mark-up as per the contract terms for reimbursable expenses.

Fee Details

All Compensation to be in US Dollars net of tax

Reimbursable Expenses

Client shall reimburse Henderson, at the multiplier listed in the Fee Detail, for reimbursable expenses necessarily incurred by Henderson in relation to the Project. Reimbursable expenses include, but are not limited to:

- a. Reproductions, plots, postage, handling, and delivery of Project related documents and electronic media requested by the Client or Owner
- b. Travel expenses including, but not limited to, airfare, lodging, meals, airport parking, and car rental
- c. Overnight delivery, handling, and postage charges
- d. Local delivery, handling, and postage charges
- e. Automobile mileage, required to meet Project meeting requirements and site visit requirements, calculated at the current published IRS standard mileage rate.

Local Tax

Sales, excise, and/or other local tax (“Local Taxes”) will be applied when required by law. Any Local Taxes are in addition to, and are not included in, the stated fee. Any necessary Local Taxes will be billed to Client and are payable within thirty days of the invoice.

HOURLY RATE SCHEDULE - \$ per hour

Engineering Rates

Director and Executive	225-240
Practice / Technical Manager	200
Project Manager	185-195
Senior Engineer/Designer	195
Lead Engineer/Designer	170
Engineer / Designer III	155
Engineer / Designer II	140
Engineer / Designer I	125
Site Observation Specialist	125
BIM Technician	100
Project Administration	95-100

**Construction Management +
Commissioning**

Director and Executive	225-240
Construction Management	220
Pre-Construction Management	170
Project Development	165
Commissioning Manager / Agent	175
Technician	140
Estimator	165
Project Administration	95-100

Exhibit – A

Mettemeyer Engineering, LLC – Service Fees

Professional Services Hourly Rates

Principal	\$200.00
Engineer V	\$175.00
Engineer IV	\$150.00
Engineer III	\$120.00
Engineer II	\$105.00
Engineer I	\$95.00
CAD Tech IV	\$105.00
CAD Tech III	\$95.00
CAD Tech II	\$85.00
CAD Tech I	\$75.00
Administrative/Clerical	\$50.00

Schedule of Reimbursable Expenses

Reproductions:

Out-of-house reproductions Direct Cost

Correspondence:

Overnight Mail Direct Cost
Postage Direct Cost
Courier Direct Cost
Telephone – long distance Direct Cost
Outgoing Fax – long distance Direct Cost

Travel:

Limited to mileage and sustenance per the current Federal guidelines/mile
Airfare and lodging Direct Cost

All other reimbursable expenses in relation to the execution of the agreed services will be billed at actual invoice amounts.

HDR 2025 Hourly Rate Sheet

Senior Facility Design Manager – \$230.00 (Tom Rieger)

Facility Designer - \$107.00 (Katherine Gatewood)

Senior Mechanical Engineer - \$249.00 (Justin Green)

Project Accountant - \$153.00 (Tyler Schroeder)

Project Assistant – \$104.90 (Natasha Branscum)

APPENDIX A

RATE SHEET

Hourly rates for services performed on or after the date of the Agreement are:

A. Standard Hourly Rates:

- Standard Hourly Rates are set forth in this schedule include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

B. Schedule:

Principal	\$205	/hour
Director	\$160	/hour
Professional Surveyor	\$155	/hour
Sr. Project Manager	\$145	/hour
Project Manager	\$130	/hour
Project Engineer	\$155	/hour
Sr. Designer	\$125	/hour
Designer	\$100	/hour
CADD Technician	\$90	/hour
Jr. CADD Technician	\$80	/hour
Survey Crew (2-Man)	\$200	/hour
Planner / Landscape Architect	\$155	/hour
Clerical	\$65	/hour

C. Reimbursable Expense Schedule

Fax	\$ 2.50	/page
8 1/2" x 11" Copies	0.25	/page
11" x 17" Plans	2.00	/sheet
24" x 36" Plans	7.00	/sheet
Reproducible Copies (Mylar)	40.00	/sheet
8 1/2" x 11" Color Renderings	3.00	/sheet
11" x 17" Color Renderings	4.00	/sheet
24" x 36" Color Renderings	55.00	/sheet
Specialized Software	100.00	/hour
Mileage (auto)		Per mile (Current Federal Rate)
Long Distance Phone Calls	No cost	Labor charged hourly if applicable
Mobile Phone	No cost	Labor charged hourly if applicable
Meals and Lodging	At cost	
Permit Fees and Agency Charges	At cost	Plus \$75.00 handling fee

- In cases where Premier is to make submittal which will incur submittal fees, permit fees, etc., the client will be asked to provide a check made out to the agency and provide to Premier or send directly to that agency.
- Items not listed on this chart may be charged at equitable rates charged by other reputable companies. Should there be a need for clarification of reimbursable costs or costs not listed, the client is urged to ask for these figures in advance of ordering such item.

first be applied to accrued interest and then to the principal unpaid amount. If Client fails to make payments when due and the Architect incurs any costs in order to collect overdue sums from the Client, the Client agrees that all such collection costs incurred shall immediately become due and payable to the Architect. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable Architect staff costs at standard billing rates for the Architect's time spent in effort to collect.

This obligation of the Client to pay the Architect's collection costs shall survive the term of the Agreement or any earlier termination by either party.

Optional Services

Compensation for Optional Services requested and approved by the Client shall be on the basis of the hourly rate schedule. Optional Services shall include, but not be limited to the following:

1. Field verification.
2. Space planning.
3. Furniture selection.
4. Construction administration.
5. Signage and wayfinding not listed above.
6. Exterior monument sign design and exterior fleet canopy signage.
7. Promotional renderings, colored plans and models.
8. Accessories and artwork.

Optional Services also includes making revisions to drawings and specifications when such revisions are inconsistent with instruction or approvals previously given.

Hourly Rate Schedule

Title	Hourly Rates
Associate	\$100/hr
Project Associate	\$110/hr
Associate Project Manager	\$120/hr
Project Manager	\$140/hr
Architect	\$150/hr
Senior Project Manager	\$150/hr
Construction Administrator	\$150/hr
Senior Graphic Designer	\$150/hr
Marketing Manager	\$150/hr
Director	\$190/hr
Associate Principal	\$200/hr
Principal	\$250/hr

Hourly rates shall be annually adjusted with normal salary review practices of the Architects. Architect shall notify Client in writing thirty (30) days prior to any adjustments.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Barker Phillips Jackson, Inc PO Box 4207 Springfield MO 65808-4207	CONTACT NAME: Sharon Bradley, CIC, CISR PHONE (A/C, No, Ext): (417) 887-3550 E-MAIL ADDRESS: sbradley@bpj.com	FAX (A/C, No): (417) 887-3252
	INSURER(S) AFFORDING COVERAGE	
INSURED H Design Group L L C 5039 S National Avenue Springfield MO 65810	INSURER A: United Fire & Casualty Company	NAIC # 13021
	INSURER B: Admiral Insurance Company	24856
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 24/25 Master 23/24 E&O **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			10060414074	05/02/2024	05/02/2025	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			10060414074U	05/02/2024	05/02/2025	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A			10060414074WC	05/02/2024	05/02/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	E & O Coverage			EO00002701810	10/13/2023	10/13/2024	Limit Each Claim	\$2,000,000
							Aggregate Limit	\$5,000,000
							Deductible Per Claim	\$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Clayton and Navigate Building Solutions, 8419 Manchester Road, Brentwood, MO 63144 are Additional Insureds with regards to the General Liability Coverage when required by written contract.

CERTIFICATE HOLDER **CANCELLATION**

City of Clayton 10 N Bemiston Clayton MO 63105	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurors of the Ozarks 2104 E Sunshine St Ste A Springfield MO 65804	CONTACT NAME: GREG YOUNG PHONE (A/C, No, Ext): (417) 881-0430 E-MAIL ADDRESS: greg@insureozarks.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED H Design Group Llc 5039 S National Ave SPRINGFIELD MO 65810-2828	INSURER A: AUTO OWNERS INS CO		18988
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4773750300	08/22/2023	08/22/2024	COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$ 1,000,000
							BODILY INJURY (Per accident)	\$ 1,000,000
							PROPERTY DAMAGE (Per accident)	\$ 1,000,000
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER City of Clayton 10 N Bemiston Clayton MO 63105	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Greg L Young</i>
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/7/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurors of the Ozarks 2104 E Sunshine St Ste A Springfield MO 65804	CONTACT NAME: GREG YOUNG PHONE (A/C, No, Ext): (417) 881-0430 E-MAIL ADDRESS: greg@insureozarks.com		FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		
INSURED H Design Group Llc 5039 S National Ave SPRINGFIELD MO 65810-2828	INSURER A: AUTO OWNERS INS CO		NAIC # 18988
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		4773750300	08/22/2023	08/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Navigate Building Solutions 8419 Manchester Road Brentwood MO 63144	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Greg L Young</i>
--	---

This page is intentionally blank.

Certification of Compliance with Section 34.600 RSMo., Supp. 2020
(Does not apply to contracts totaling less than \$100,000, or two contractors with fewer than 10 employees)


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

I am Brent Stevens (name), and I am the Senior Principal (title) of H Design Group, LLC (company name) a (circle one) corporation, partnership, sole proprietorship, limited liability company, and am competent and authorized to make the following statement and attest to its truthfulness:

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

OR:
 The business employs fewer than 10 employees.

H Design Group, LLC.
Company Name


Signature

Brent Stevens, Senior Principal
Printed Name and Title

CONTRACTOR/SUBCONTRACTOR/VENDOR QUESTIONNAIRE
(please type or print neatly)

The City of Clayton collects demographic data on contractors, subcontractors, and vendors in order to quantitatively measure its marketing efforts to identify and attract bids from minority and women-owned business enterprises.

This form must be completed by all contractors, subcontractors and vendors. The information provided is used for statistical purposes only. It will not be used as a basis for the award of contracts or purchase orders.

- 1) Contractor/subcontractor/vendor name H Design Group, L.L.C.
- 2) Contract name or bid number City of Clayton, MO Municipal Maintenance Facility
- 3) Choose the category below which best describes your business:

Abbreviations*	mbe	minority-owned business enterprise
	wbe	woman-owned business enterprise

- mbe
- wbe
- Section 3
- both of the above
- none of the above

- 4) If a mbe or wbe please indicate below those listing services with whom you are certified.

<u>Certifying Organization</u>	<u>Certification Number</u>
<input type="radio"/> St. Louis Minority Business Council	_____
<input type="radio"/> State of Missouri	_____
<input type="radio"/> Bi-State Development Agency	_____
<input type="radio"/> City of St. Louis	_____
<input type="radio"/> St. Louis Women's Yellow Pages	_____
<input type="radio"/> Other(s) _____	_____
_____	_____

- 5) Does your company have a supplier diversity plan? Yes No
If so, please provide a copy with the bid documents.

- 6) Does your company have a diversity, equity and inclusion policy? Yes No
If so, please provide a copy with the bid documents.

- 7) What percentage of your supplies come from mbe/wbe? _____% Unknown

8) 
Signature

8/5/24
Date

EQUAL EMPLOYMENT & NON-DISCRIMINATION

hdesignngroup's employment practices shall not be influenced or unlawfully affected by virtue of an applicant's or employee's race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, gender identity, military status, or any characteristic protected by law.

This guiding principle applies to all areas of employment including recruitment, hiring, training and development, promotion, transfer, termination, layoff, compensation, and other conditions and privileges of employment.

Management is fully committed to ensuring that all individuals participate fully in the firm's employment opportunities.

Any questions or any alleged discriminatory act should be presented to management or Human Resources staff as soon as possible.