
CITY OF CLAYTON BOARD OF ALDERMEN
EXECUTIVE SESSION
TUESDAY, AUGUST 23, 2016 – 6:00 P.M.
CITY HALL, COUNCIL CHAMBERS, 2ND FL.
10 N. BEMISTON AVENUE

CITY OF CLAYTON BOARD OF ALDERMEN AGENDA
TUESDAY, AUGUST 23, 2016 – 7:00 P.M.
COUNCIL CHAMBERS - 10 N. BEMISTON AVENUE

ROLL CALL

MINUTES – July 26, 2016 and August 1, 2016

PUBLIC REQUESTS & PETITIONS

UNFINISHED BUSINESS

1. Ordinance - Apogee Project at 8125 Forsyth Boulevard.
 - *Staff recommends the Board of Aldermen table this item to the meeting of September 13, 2016.*

REPORT FROM THE CITY MANAGER

1. Ordinance – To approve a right-of-way and alley vacation at Carondelet Plaza. (Bill No. 6567)
 - *The City of Clayton has been petitioned to vacate a portion of an unnamed fifteen (15) feet wide public Alley and a portion of Carondelet Plaza right-of-way.*
2. Ordinance – To approve a contract with Gershenson Construction Company, Inc. for utility relocation for Phase 1 of the Chapman Plaza project. (Bill No. 6568)
 - *To consider a contract with Gershenson Construction Company, Inc. in the amount of \$297,775.*
3. Ordinance – To approve a contract with *PerfectMind* for recreation software. (Bill No. 6569)
 - *To consider a contract for the Parks and Recreation Management Software.*
4. Ordinance – To approve a contract with Horner & Shifrin, Inc. for the FY2017 Resurfacing Design project. (Bill No. 6570)
 - *To consider a task order related to improvements for the Wydown Forest, Moorlands, and Hillcrest neighborhoods as approved in the 2014 Bond Issue.*
5. Ordinance – To approve an amendment to the 3rd Quarter Budget. (Bill No. 6571).
 - *The City of Clayton reviews and makes adjustments to its budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues.*

PUBLIC HEARING

1. Resolution – To approve a Conditional Use Permit for the Exercise Coach located at 8500 Maryland Avenue (Vanguard). Res. No. 16-18)
 - *To consider allowing the operation of a personal training facility at 8500 Maryland Avenue.*
2. Ordinance - Property Tax Levies - Tax Year 2016 (FY 2017) – 1st Reading (Bill No. 6572)
 - *** General Municipal Purposes ***
 - *** Debt Levy General Obligation Bond Purposes***
 - *** Police Building Debt Service***
 - *** Special Business District ***
 - *As part of the budget adoption process, the City Manager shall present to the Board the proposed tax rates.*

3. Ordinance - To adopt the FY 2017 Operating and Capital Improvement Budget – *1st Reading* (Bill No. 6573)
 - *As part of the budget adoption process, the City Manager shall present the Board with an annual budget. The Board has extensively reviewed the proposed budget at a work session held July 15, 2016.*
4. Ordinance – To approve a subdivision plat for 7630, 7636, and 7642 Forsyth Boulevard and 12, 14, 20 S. Hanley Road. (Bill No. 6574)
 - *To consider approving a major subdivision plat. The consolidated lot will measure 57,409 square feet (1.318 acres)*

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(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.

THE CITY OF CLAYTON

Board of Aldermen
City Hall – 10 N. Bemiston Avenue
July 26, 2016
7:00 p.m.

Minutes

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

Aldermen: Cynthia Garnholz, Mark Winings, Joanne Boulton, and Alex Berger III.

Mayor Sanger
City Manager Owens
City Attorney O'Keefe

Absent: Rich Lintz and Ira Berkowitz

Alderman Boulton moved to approve the July 12, 2016 minutes. Alderman Winings seconded.

The motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

None

A RESOLUTION TO CONSIDER APPROVING SUBMITTAL OF A MUNICIPAL PARKS GRANT APPLICATION FOR IMPROVEMENTS TO FIELDS 5 & 6 IN SHAW PARK

City Manager Owens reported that included in the FY2017 proposed capital budget is the Renovation of Fields 5 and 6 in Shaw Park Project. This project will include re-grading, re-sodding, upgrading the irrigation, and reconstruction of the infields. The fencing surrounding the fields and the backstops will also require replacement, as well as the lighting. These fields were last renovated in 2006/2007. Re-sodding and re-grading is required in 2017 to keep the fields in good playing condition and enhancements to the lighting system at these fields will allow for more efficient maintenance and energy conservation.

If funding is received it is our intent to do the work in late Summer/early Fall of 2017. The fields will then rest over the winter and will be ready for use in the Spring of 2018.

Included in the FY17 Capital budget is \$80,000 of City Funding for the completion of this project. The City is eligible for up to \$420,000 of grant funding this year and the total cost of this project is estimated to be \$500,000. It is our intent to apply for a grant for \$420,000 to fund the project with the matching portion of \$80,000 paid for from the City's Capital Fund.

Recommendation is to approve the resolution authorizing submittal of the grant application for Improvements to Fields 5 and 6 in Shaw Park.

In response to Mayor Sanger's question, City Manager Owens stated that the grant funding is part of the trails sales tax.

In response to Alderman Boulton's question, City Manager Owens stated that part of that trails sales tax was to fund the Great Rivers Greenway project and all of its trails and another part of it went into a fund that would be split

amongst the municipalities. If the grant money is not received than it would be part of the City's Capital Improvements planning process and it would have to be funded through local funds.

In response to Mayor Sanger's question, Patty DeForrest explained that fields 5 and 6 are the big fields located behind the school administration building.

Alderman Garnholz moved to approve Resolution No. 16-15, authorizing submittal of a Municipal Parks Grant application for improvements to fields 5 and 6 in Shaw Park. Alderman Winings seconded.

Alderman Berger noted that the School District has plans to spend a considerable amount of money on Field #7, (next to Shaw Park Drive, between the parking lot and the Center, and has the scoreboard) and create a dynamic addition to Shaw Park.

The motion passed unanimously on a voice vote.

A RESOLUTION TO CONSIDER ADOPTING THE ST. LOUIS REGIONAL ALL-HAZARD MITIGATION PLAN 2015-2020 UPDATE

City Manager Owens reported that The St Louis Regional All-Hazard Mitigation Plan was first completed in 2004, revised in 2009 and is required to be updated every five years. The East-West Gateway Coordinating Council has worked, in collaboration with counties, local jurisdictions and school districts, to complete an All-Hazard Mitigation Plan Update for the metropolitan St. Louis area. The plan is a general plan that identifies recommended mitigation strategies that will reduce or eliminate the impacts caused by natural disasters such as tornadoes, floods, earthquakes, severe winter weather, heat and wildfires.

The proposed resolution supports the regional plan and allows the City to apply for pre-disaster mitigation funding in the future if deemed necessary. The plan is authorized by Congress and required by FEMA. It is a voluntary plan and does not mandate that specific recommendations be carried out by local communities. It is designed to raise awareness and prevent the loss of life and minimize property loss on a local, countywide and regional basis.

Major elements of the plan update include: updated demographic data; risk assessment of natural hazards; an assessment of repetitive loss communities; application of any new hazard data as well as data limitations and new hazard events that have occurred since 2009,.

Recommendation is to approve the resolution authorizing the City of Clayton to adopt the 2015-2020 St Louis Regional All-Hazard Mitigation Plan.

Mayor Sanger inquired that the Plan has listed the risks of certain events, specifically, earthquake as a 20% risk. Is that 20% in any one year or is over some extended period of time? Chief Thorp stated that it is in any one year, adding that according to some experts the area is well over due for an event.

Alderman Boulton commented that this is an amazing document.

Alderman Garnholz moved to approve Resolution No. 16-16, to adopt the St. Louis Regional All-Hazard Mitigation Plan 2015-2020 (Updated 2015). Alderman Winings seconded.

The motion passed unanimously on a voice vote.

TO CONSIDER A JOINT RESOLUTION OF THE MISSOURI CITIES OF BRENTWOOD, CLAYTON, MAPLEWOOD, RICHMOND HEIGHTS AND ROCK HILL AUTHORIZING THE CITY MANAGER/CITY ADMINISTRATOR AND FIRE CHIEF FROM EACH CITY TO MOVE FORWARD WITH THE DEVELOPMENT OF A JOINT FIRE COMMAND STAFF STRUCTURE FOR THE PARTICIPATING CITIES

City Manager Owens reported that the neighboring cities of Brentwood, Maplewood, Richmond Heights and Rock Hill will be considering a joint agreement to develop a joint fire command staff structure. This came from a 2014 study that the City participated in and did not include Richmond Heights and also included Glendale. Richmond Heights expressed an interest to be included in the study and Glendale expressed an interest to not be included and therefore requested that the data is updated and included in the study.

This concept would be to investigate the possibility of having a joint command of resources, battalion chiefs, assistant chiefs, and chiefs of those departments to come together as a single leadership unit that would help guide and give leadership to all five of the departments.

The consultant, ESCI, found significant opportunity to improve the efficiency and effectiveness of administrative, training, oversight and command functions of fire and emergency medical services through a joint command structure. Moreover, the study concluded that it is feasible to combine administrative and support functions and suggests establishing a joint fire command staff structure for the five cities.

Recommendation is to approve the resolution authorizing the City Manager and Fire Chief to engage in discussions with representatives of Brentwood, Maplewood, Richmond Heights and Rock Hill relating to the establishment of a joint fire command.

Alderman Boulton stated that the resolution still includes the City of Glendale and does not include Richmond Heights.

Alderman Garnholz clarified the five cities as stated in Section 1 of the resolution.

Alderman Garnholz moved to approve Resolution No. 16-17, a Joint Resolution of the Missouri Cities of Brentwood, Clayton, Maplewood, Richmond Heights and Rock Hill authorizing the City Manager/City Administrator and Fire Chief from Each City to move forward with the Development of a Joint Fire Command Staff Structure for the Participating Cities. Alderman Winings seconded.

The motion passed unanimously on a voice vote.

AN ORDINANCE TO CONSIDER APPROVING A FIRE HYDRANT RELOCATION ON CARONDELET PLAZA

City Manager Owens reported that as part of infrastructure changes in the area of Carondelet Plaza a new fire hydrant on the north side of Carondelet Plaza, at the intersection of the alley at 187 Carondelet Plaza will be needed. The fire hydrant located in the current City owned parking area east of the alley and north of Carondelet Plaza is to be removed. The removal will be coordinated with the Clayton Fire Department in conjunction with the installation of a new hydrant listed above. The hydrant shall not be removed until the Fire Department approves the commissioning of the new hydrant listed above.

Recommendation is to approve the ordinance authorizing the installation of the fire hydrant for the North side of Carondelet Plaza at the intersection of the alley at 187 Carondelet Plaza.

Alderman Boulton commented that it is odd that the City has to approve a fire hydrant removal.

Mayor Sanger stated that the Board also has to approve stop signs.

Alderman Garnholz introduced Bill No. 6565, an ordinance providing for the approval of the installation of a new fire hydrant on Carondelet Plaza in the City of Clayton to be read for the first time by title only. Alderman Winings seconded.

City Attorney O'Keefe reads Bill No. 6565, an Ordinance Providing for the Approval of the Installation of a New Fire Hydrant on Carondelet Plaza in the City of Clayton for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6565 on the day of its introduction. Alderman Winings seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduced Bill No. 6565, an Ordinance Providing for the approval of the installation of a New Fire Hydrant on Carondelet Plaza in the City of Clayton to be read for the second time by title only. Alderman Winings seconded.

City Attorney O’Keefe reads Bill No. 6565, an Ordinance Providing for the approval of the installation of a New Fire Hydrant on Carondelet Plaza in the City of Clayton for the second time by title only.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6434 of the City of Clayton.

AN ORDINANCE TO CONSIDER APPROVING A CONTRACT FOR PARKING MANAGEMENT SOFTWARE WITH PASSPORTPARKING INC.

City Manager Owens reported that staff is requesting approval of a contract for implementation of a parking management software solution. The package includes a mobile app, enforcement and payment software, a module for parking permits, and full integration with our current parking kiosks (Parkeons). The mobile app is to be used by residents and visitors parking in Clayton and allows them to use their smartphone to pay for and extend parking sessions and to pay parking violations. In addition, Clayton merchants may participate in the app to validate customer parking. The enforcement and payment software is a necessary upgrade in order to be able to implement the app and still maintain efficient enforcement.

The permit module will also allow residential zone parking permits to be issued virtually and by license plate and will allow the City to track the permits issued.

Beginning in the fall of 2015 staff has been evaluating various apps and associated necessary software upgrades to enhance the parking experience in the City. Most mobile apps, enforcement and payment software, permit modules, and parking kiosks are completely separate components not provided by a single firm, and are frequently incompatible or have compatibility challenges. Such compatibility and integration challenges constituted most of the delay in our implementation of the app as originally planned.

Staff has received proposals from several software providers and app companies, although most would require purchasing different components from various vendors to integrate together to try to meet our needs. Through our evaluation we have concluded that a system which already integrates all of these components allows for the most efficient parking system both from an operation and enforcement standpoint and, most importantly, will provide the residents and visitors with the best parking user interface.

Staff is recommending a contract with Passport. Passport is a Delaware based company that has been in business since 2010. It has 65 employees and currently has over 1,000 installations across 47 states. The cities of Cincinnati, Chicago, Detroit, and Boston are clients of Passport. 230 Passport clients are using systems similar to the one proposed in the attached contract.

The business points of the attached contract are as follows:

- Charges to mobile app users:
 - Passport will charge app users \$0.10 per use as a convenience fee
 - City may add up to an additional \$0.20 per use to help offset credit card processing fees.
- Charges to the City by Passport:
 - \$2.00 per citation paid

- 25% of fines and penalties past due, if paid
- \$0.50 per late notice sent by Passport
- \$1,000 per month for unlimited permits
- Taking into account the expected savings in software and staff processing costs the net cost to the city is expected to be approximately \$ 33,500 per year. However, if changes in rates and fines are implemented these costs will be more than recovered.

The Passport system allows for the most efficient implementation of a pay by phone mobile app for parking and the necessary support software. As you are aware there are a number of subsequent parking program changes that staff will bring forward to discuss at future dates. The Passport system will accommodate any of the anticipated changes that may be considered.

Recommendation is to approve the ordinance authorizing a contract with Passport for the implementation of a parking app, enforcement and payment software and a permit module.

In response to Mayor Sanger's question, the Board of Aldermen all commented that they are okay with the software app.

Alderman Garnholz introduced Bill No. 6566, an Ordinance Authorizing the City Manager to Execute an Agreement With Passport Inc. in Connection with a Parking Application, Enforcement and Payment Software and Permit Module to be read for the first time by title only. Alderman Winings seconded.

City Attorney O'Keefe reads Bill No. 6566, an Ordinance Authorizing the City Manager to Execute an Agreement With Passport Inc. in Connection with a Parking Application, Enforcement and Payment Software and Permit Module for the first time by title only.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved that the Board give unanimous consent to consideration for adoption of Bill No. 6566 on the day of its introduction. Alderman Winings seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz introduced Bill No. 6566, an Ordinance Authorizing the City Manager to Execute an Agreement With Passport Inc. in Connection with a Parking Application, Enforcement and Payment Software and Permit Module to be read for the second time by title only. Alderman Winings seconded.

City Attorney O'Keefe reads Bill No. 6566, an Ordinance Authorizing the City Manager to Execute an Agreement With Passport Inc. in Connection with a Parking Application, Enforcement and Payment Software and Permit Module for the second time by title only.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; and Mayor Sanger – Aye. The bill was adopted and became Ordinance No. 6435 of the City of Clayton.

Other

Alderman Winings reported that the Clayton Century Foundation (CCF) will be holding its quarterly Board meeting tomorrow evening. On Friday, July 29th there is a CCF subcommittee meeting to discuss its next projects with a follow-up and recommendation to the Board of Aldermen to approve the list.

Alderman Boulton reported on the following:

- Public Arts Advisory Committee was offered art from the Art Museum. She inquired as to the process of requesting funding from CCF and asked for guidance. As the CCF Board of Aldermen representative, Alderman Winings offered to further discuss with Alderman Boulton.

The Public Works and Parks staff are both working together to recommend locations for the art pieces.

- Senior Survey – they received 19 applications for the focus group to be reviewed. Mayor Sanger stated that there has been a request that Strategic Partners Group (SPG) get involved with the process after the focus group is selected and data/information is gathered. SPG would like to get involved with Washington University, Fontbonne University, St. Louis County, and the Chamber of Commerce to put their assets behind it and to also understand the issues. Alderman Boulton commented that it needs to be done one step at a time to determine if they (the BOA) want to continue “down this road” due to the fact that they only received 19 applications when anticipating receiving many more. She recommended that they have more discussion on this project before spending \$11,000 for the survey.
- Plan Commission/ARB – the July 18 meeting was well attended by many Clayton Gardens’ residents.

Alderman Berger reported on the following:

- The official Art Fair kick-off reception is scheduled on August 2nd.
- Clayshire Neighborhood citizen engagement event regarding “Complete Streets” and the possibility of sidewalk implementation is scheduled August 4th at the Center of Clayton. He expressed appreciation for George Ertle’s efforts in presenting a strong engagement process and he has high confidence that they will have a good consensus outcome.
- Expressed thanks to the Public Works Department for helping the Clayshire neighborhood have a “fix” implemented on their streets.
- He saw the City Manager riding his bike through the “waterway”, better known as the Davis Place Subdivision. The staff from Police, Fire, and Public Works was onsite directing people and waiting for the water company. He appreciates seeing the staff trying to help people. City Manager Owens reported that there was a 20” water main break, a massive highly pressurized, destructive force. It buckled the pavement and Davis Drive from Hanley to N. Biltmore which he believes will need major repairs and most likely a complete reconstruction.

Alderman Boulton acknowledged that Alderman Garnholz expressed these concerns last meeting and said that one of her constituents took her on a visit of Wydown Boulevard to share with her their concerns regarding the tree and landscape maintenance needs for Wydown Boulevard.

Mayor Sanger reported that there are a number of Boards and Commissions that require new member or reappointments and urged the Board to move forward on those appointments.

Alderman Berger moved that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO. Alderman Garnholz seconded the motion.

Alderman Garnholz – Aye; Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; and Mayor Sanger – Aye.

There being no further regular business the meeting was adjourned at 7:40 p.m.

Mayor

ATTEST:

City Clerk

THE CITY OF CLAYTON

Board of Aldermen
City Hall – 10 N. Bemiston Avenue
August 1, 2016
4:30 p.m.

Minutes

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

Aldermen: Cynthia Garnholz, Joanne Boulton, and Alex Berger III.

Mayor Sanger
City Manager Owens

Absent: Mark Winings, Rich Lintz, Ira Berkowitz, and City Attorney O'Keefe

APPOINTMENT TO BOARDS AND COMMISSIONS

City Plan Commission

Scott Wilson, Ward 2 (June 30, 2018)

Board of Adjustment

Nicki Herrington, Ward 1 (June 30, 2021)

Economic Development Advisory Committee

Paul Rapponotti, Ward 1 (through June 30, 2019)

Parks and Recreation Commission

Becky Patel, Ward 1 (through June 30, 2019)

Jeanne Most, Ward 1 (through June 30, 2019)

Sustainability Committee

George Hettich, Ward 2 (reappointment through June 30, 2019)

Alderman Garnholz moved to approve the appointments to the Boards and Commissions. Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Garnholz moved to appoint Eric Schneider as Chairman of the Parks and Recreation Commission.

In response to Alderman Berger's question, Alderman Garnholz confirmed that Eric Schneider served a year (2015-2016) as the chairman of Parks and Recreation Commission.

Alderman Boulton seconded.

The motion passed unanimously on a voice vote.

Alderman Berger moved that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real

estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO. Alderman Boulton seconded the motion.

Alderman Garnholz – Aye; Alderman Boulton – Aye; Alderman Berger – Aye; and Mayor Sanger – Aye.

There being no further regular business the meeting was adjourned at 4:32 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN

FROM: CRAIG S. OWENS, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR OF PLANNING AND DEV.
SERVICES

DATE: AUGUST 23, 2016

SUBJECT: PUBLIC HEARING TO CONSIDER AN ORDINANCE ADOPTING A
SPECIAL DEVELOPMENT SUBDISTRICT FOR THE PROPERTY
ADDRESSED 8125 FORSYTH BOULEVARD

UPDATE:

On July 12, 2016, this request was presented to the Board of Aldermen and subsequently continued to this meeting. Since that time, staff has met with the applicant multiple times in continued discussion and review of the additional items submitted by the applicant, along with analysis of all of the data, reports and information submitted by all parties as well as developed by staff and the city-hired consultants and attorneys.

Staff and the applicant have also explored alternative possibilities to meeting the parking requirements and the applicant and staff will continue to explore. Therefore, staff is recommending that the Board of Aldermen table the item to the meeting of September 13, 2016. During that time staff will continue to review and verify information provided by the applicant for the purposes of ensuring a recommendation that is based on thoroughly analyzed and verified data, particularly as it relates to the availability of parking and the Special Development District.

STAFF RECOMMENDATION:

Staff recommends the Board of Aldermen table this item to the meeting of September 13, 2016.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG OWENS, CITY MANAGER
DALE L. HOUDESHHELL, P.E., DIRECTOR OF PUBLIC WORKS
DATE: AUGUST 23, 2016
RE: ORDINANCE APPROVING THE VACATION OF A PORTION OF AN UNNAMED ALLEY AND A PORTION OF CARONDELET PLAZA RIGHT-OF-WAY

Hanley-Forsyth, LLC has requested the vacation of a portion of an unnamed fifteen (15) feet wide public Alley and a portion of Carondelet Plaza right-of-way (formerly known as "Carondelet Avenue"), a public street. A copy of the petition is attached. These vacations are necessary to facilitate the Consolidation Plat for the new Centene development.

The portion of unnamed public Alley requested for vacation is no longer needed as an alley, and the portion of Carondelet Plaza requested for vacation is no longer used as a street. No private rights will be injured or endangered by such vacations, and the public will suffer no loss or inconvenience thereby; however, a temporary utility easement should be reserved to the City over the Carondelet Plaza right-of-way, for the purpose of constructing, reconstructing, maintaining, repairing, inspecting, and using utilities, including by way of example, but not limited to, sewer, water, gas, electricity, and telephone. This easement will be released after the utilities are removed and relocated.

STAFF RECOMMENDATION: Approve the ordinance vacating a portion of an unnamed fifteen (15) feet wide public Alley and a portion of Carondelet Plaza right-of-way (formerly known as "Carondelet Avenue"), but reserving a temporary utility easement to the City over the Carondelet Plaza right-of-way.

BILL NO. 6567

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE VACATION OF A PORTION OF AN UNNAMED ALLEY AND A PORTION OF RIGHT-OF-WAY (CARONDELET PLAZA) WITHIN HANLEY'S RE-SUBDIVISION OF BLOCKS 6, 7, 8, 9 AND 20 OF HANLEY'S ADDITION TO CLAYTON AS RECORDED IN PLAT BOOK 7 PAGES 62 AT THE ST. LOUIS COUNTY RECORDER OF DEEDS

WHEREAS, the City of Clayton has been petitioned to vacate a portion of an unnamed fifteen (15) feet wide public Alley and a portion of Carondelet Plaza right-of-way, a public street, in Clayton, St. Louis County, Missouri; and

WHEREAS, the portion of unnamed public Alley requested for vacation is no longer needed as an alley, and

WHEREAS, the portion of Carondelet Plaza requested for vacation is no longer used as a street, and

WHEREAS, no private rights will be injured or endangered by such vacations, and the public will suffer no loss or inconvenience thereby; however, a temporary utility easement should be reserved to the City over the Carondelet Plaza right-of-way, for the purpose of constructing, reconstructing, maintaining, repairing, inspecting, and using utilities, including by way of example, but not limited to, sewer, water, gas, electricity, and telephone.

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

Section 1. The Board of Aldermen hereby declares that a portion of Carondelet Plaza right-of-way (formerly known as "Carondelet Avenue"), labeled and shown hachured on the attached drawing, designated as Exhibit "A", and legally described on both the attached Exhibit "B" and as described below, is hereby vacated, subject to the reservation set forth in Section 2:

STREET VACATION DESCRIPTION
Part of Carondelet Avenue

A tract of land being part of the Carondelet Ave. between Block 2 and Block 3 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records and being more particularly described as follows:

Beginning at a point on the North line of Carondelet Ave., said point being the Southwest corner of Lot 20 in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St.

Louis County records; thence along the North line of Carondelet Ave. South 83 degrees 27 minutes 44 seconds East, 150.00 feet to the Southeast corner of said Lot 20; thence leaving said North line South 06 degrees 32 minutes 16 seconds West, 60.00 feet to a point on the South line of said Carondelet Ave. being the Northeast corner of Lot 38 in Block 3 of the aforesaid "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton"; thence along the South line of Carondelet Ave. North 83 degrees 27 minutes 44 seconds West, 129.44 feet to a point; thence leaving said line in a Northwesterly direction along a curve to the right having a radius of 55.00 feet, an arc length of 49.18 feet, the chord of which bears North 19 degrees 04 minutes 49 seconds west, a chord distance of 47.56 feet to a point on the Eastern line of South Hanley Road (60' wide); thence along said Eastern line North 06 degrees 32 minutes 16 seconds East, 17.12 feet to the Point of beginning and containing 8,732 square feet more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during May, 2016.

Section 2. There is hereby reserved to the City of Clayton, its successors and assigns, a temporary utility easement over, across, under, and through such Vacated Right-of-Way relating to existing utilities, including by way of example, but not limited to, sewer lines, water lines, electric lines, gas lines, and telephone lines, located within such Vacated Right-of-Way (the "Existing Facilities"). Said temporary utility easement shall be for the purpose of construction, reconstructing, maintaining, repairing, inspecting, and using the Existing Facilities until such time as the Existing Facilities are relocated.

Section 3. The Board of Aldermen hereby declares that a portion of an unnamed fifteen (15) feet wide public Alley, as shown hachured on the attached Exhibit "A", and legally described on both the attached Exhibit "C" and as described below, is hereby vacated:

ALLEY VACATION DESCRIPTION

A tract of land being part of the 15-foot wide alley in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records and being more particularly described as follows:

Beginning at a point on the North line of a 15-foot wide East-West alley in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records, said point also being the Southwest corner of Lot 1 of said Block 2; thence along the Northern line of said 15-foot wide alley South 83 degrees 27 minutes 44 seconds East, 150.00 feet to the Western line of a 15-foot wide North-South alley as shown on said subdivision plat; thence along said Western line South 06 degrees 32 minutes 16 seconds West, 15.00 feet to a point on the South line of said 15-foot wide East-West alley, being the Northeast corner of Lot 18 of said Block 2; thence along the South line of said alley North 83 degrees 27 minutes 44 seconds West, 150.00 feet to a point on the Eastern line of South Hanley Road (60' wide); thence along said Eastern line North 06 degrees 32 minutes 16 seconds East, 15.00 feet to the Point of beginning and containing 2,250 square feet more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during April, 2016.

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

Section 5. The City Clerk of the City of Clayton is authorized and directed to file a certified copy of this ordinance in the Office of the Recorder of Deeds of the County of St. Louis, State of Missouri.

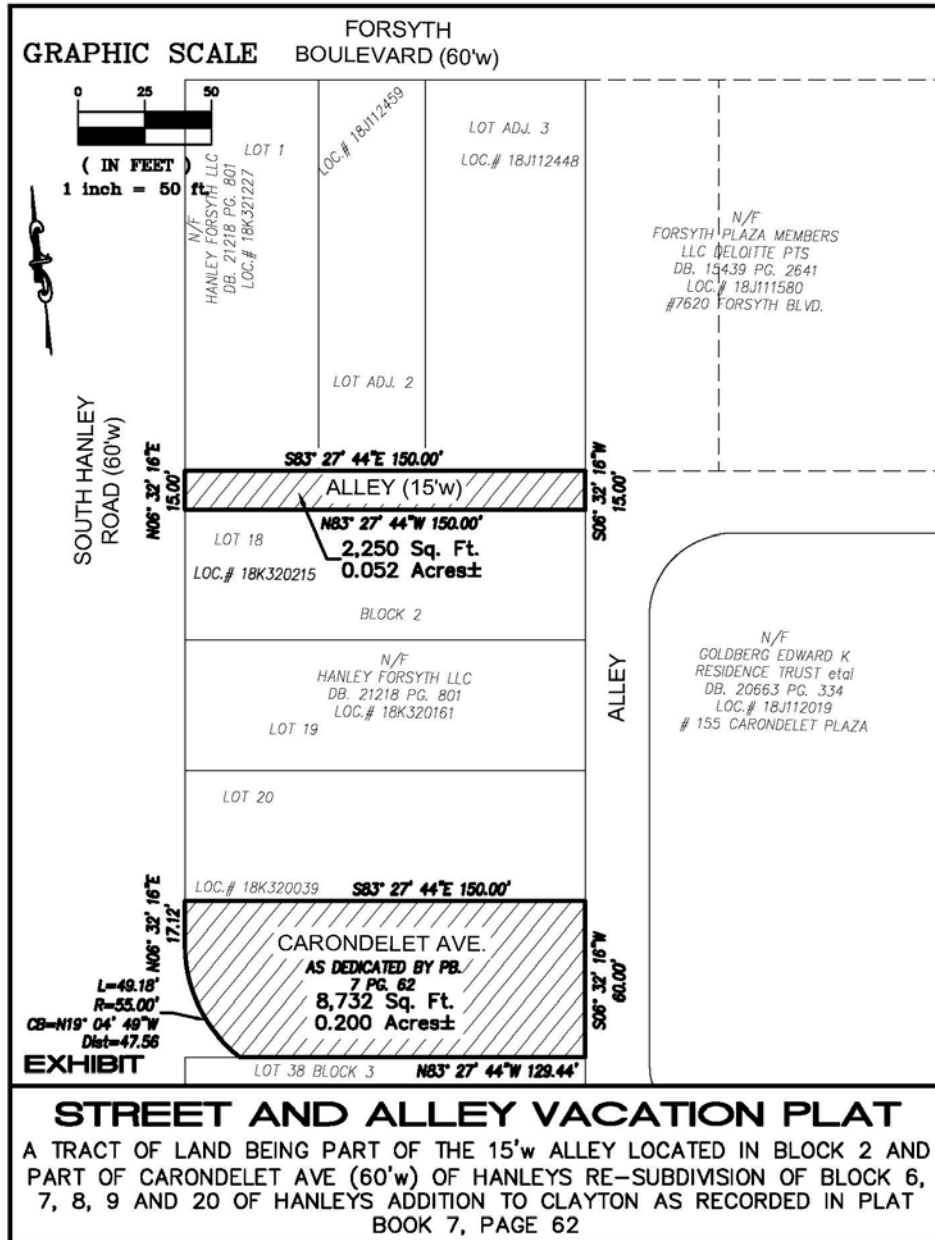
Passed this 23rd day of August, 2016.

Mayor

ATTEST:

City Clerk

Exhibit A



DATE 4/14/16

5284\5284\EXHIBIT\ALLEY-VACATE-EX.DWG

Exhibit B

STREET VACATION DESCRIPTION Part of Carondelet Avenue

A tract of land being part of the Carondelet Ave. between Block 2 and Block 3 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records and being more particularly described as follows:

BEGINNING at a point on the North line of Carondelet Ave., said point being the Southwest corner of Lot 20 in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records; thence along the North line of Carondelet Ave. South 83 degrees 27 minutes 44 seconds East, 150.00 feet to the Southeast corner of said Lot 20; thence leaving said North line South 06 degrees 32 minutes 16 seconds West, 60.00 feet to a point on the South line of said Carondelet Ave. being the Northeast corner of Lot 38 in Block 3 of the aforesaid "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton"; thence along the South line of Carondelet Ave. North 83 degrees 27 minutes 44 seconds West, 129.44 feet to a point; thence leaving said line in a Northwesterly direction along a curve to the right having a radius of 55.00 feet, an arc length of 49.18 feet, the chord of which bears North 19 degrees 04 minutes 49 seconds west, a chord distance of 47.56 feet to a point on the Eastern line of South Hanley Road (60' wide); thence along said Eastern line North 06 degrees 32 minutes 16 seconds East, 17.12 feet to the Point of beginning and containing 8,732 square feet more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during May, 2016.

Exhibit C

ALLEY VACATION DESCRIPTION

A tract of land being part of the 15-foot wide alley in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records and being more particularly described as follows:

BEGINNING at a point on the North line of a 15-foot wide East-West alley in Block 2 of "Hanley's Re-Subdivision of Blocks 6, 7, 8, 9 and 20 of Hanley's Addition to Clayton", a subdivision filed for record in Plat Book 7, page 62 of the St. Louis County records, said point also being the Southwest corner of Lot 1 of said Block 2; thence along the Northern line of said 15-foot wide alley South 83 degrees 27 minutes 44 seconds East, 150.00 feet to the Western line of a 15-foot wide North-South alley as shown on said subdivision plat; thence along said Western line South 06 degrees 32 minutes 16 seconds West, 15.00 feet to a point on the South line of said 15-foot wide East-West alley, being the Northeast corner of Lot 18 of said Block 2; thence along the South line of said alley North 83 degrees 27 minutes 44 seconds West, 150.00 feet to a point on the Eastern line of South Hanley Road (60' wide); thence along said Eastern line North 06 degrees 32 minutes 16 seconds East, 15.00 feet to the Point of beginning and containing 2,250 square feet more or less as per calculations by Stock & Associates Consulting Engineers, Inc. during April, 201



**Metropolitan
St. Louis Sewer
District**

2350 Market Street
St. Louis, MO 63103-2555
(314) 768-6200

Exhibit D

July 18, 2016

Daniel Ehlmann, PLS
Stock & Associates Consulting Engineers, Inc.
257 Chesterfield Business Parkway
Chesterfield, MO 63005

**Re: STREET AND ALLEY VACATION: LYLE AVE, CARONDELET AVE
AND TWO ALLEYS IN CLAYTON, ST. LOUIS COUNTY, MISSOURI.**
MSD Ref. No. P-30941-00

Dear Mr. Ehlmann:

I refer to your request email dated July 14, 2016 regarding the above subject.

The Metropolitan St. Louis Sewer District has public sewers in the proposed vacated area shown hachured on the attached Exhibits in the Lyle Ave, Carondelet Ave and Alley right-of-ways in Clayton, St. Louis County, Missouri.

The District has no objection to these Street and Alley Vacations, as long as MSD's rights are reserved over the right-of-way area.

MSD looks forward to receiving project plans for review and approval when improvements are proposed in the future.

Future encroachments should not be created on or over MSD's sewers or easements.

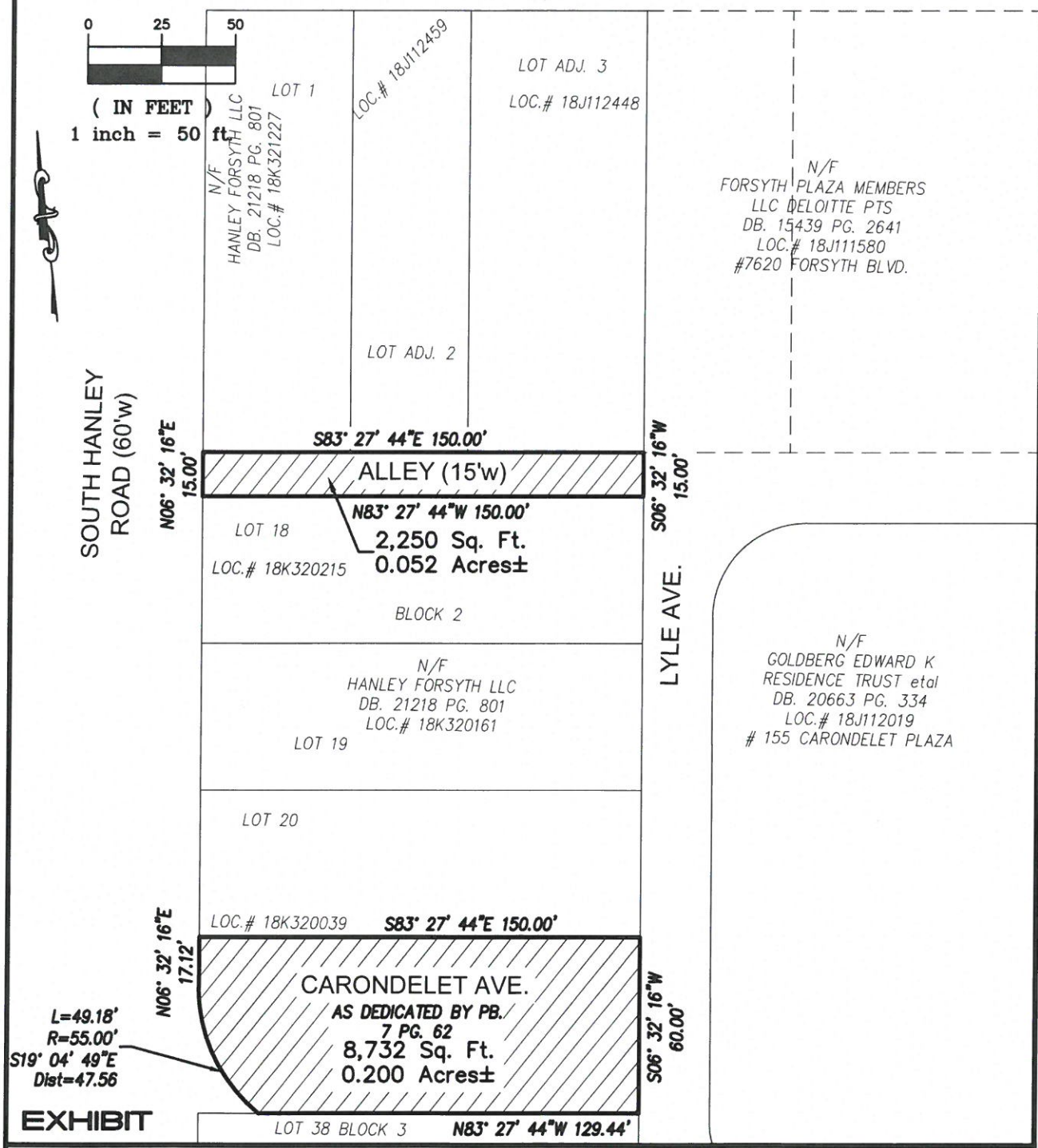
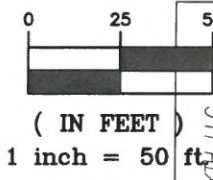
If you should have any questions, please contact me at (314) 335-2046.

Sincerely,

Alison Gauch
Senior Civil Engineer
Engineering- Development Review

cc: File

FORSYTH
GRAPHIC SCALE BOULEVARD (60'w)



STREET AND ALLEY VACATION PLAT

A TRACT OF LAND BEING PART OF THE 15'w ALLEY LOCATED IN BLOCK 2 AND PART OF CARONDELET AVE (60'w) OF HANLEYS RE-SUBDIVISION OF BLOCK 6, 7, 8, 9 AND 20 OF HANLEYS ADDITION TO CLAYTON AS RECORDED IN PLAT BOOK 7, PAGE 62



Right of Way
909 Chestnut, Rm 9-X-04
St. Louis, MO 63101
314-206-2717

August 8, 2016

Stock & Associates Consulting Engineers, Inc.

Daniel Ehlmann

257 Chesterfield Business Parkway
Chesterfield, MO 63005

RE: Letter of Intent to Vacate: Carondelet Avenue and a 15' wide east/west alley bounded by South Hanley Road, Lyle Ave., Forsyth Boulevard and Carondelet Ave. (approximately 2,250 sq. ft.).

Dear Mr. Ehlmann,

Per your request, it is the intention of Southwestern Bell Telephone Company (d/b/a AT&T Missouri), to release the above referenced easements, right of way and alley, shown hatched on the enclosed Street and Alley Vacation Exhibit, **after** our facilities have been abandoned and relocated at your expense.

If you should have any questions or need further assistance, please feel free to me at 636-479-0058 or Tonya Wells on 636-949-1323.

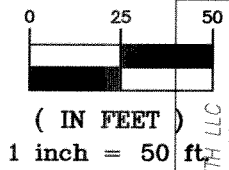
Respectfully,

A handwritten signature in black ink, appearing to read "John J. Arnold".

John J. Arnold
Mgr., OSP Planning & Engineering Design

Enclosure

GRAPHIC SCALE FORSYTH BOULEVARD (60'w)



SOUTH HANLEY ROAD (60'w)

N06° 32' 16"E
15.00'

N06° 32' 16"E
17.12'

L=49.18'
R=55.00'
S19° 04' 49"E
Dist=47.56

LOC.# 18J112459

N/F
HANLEY FORSYTH LLC
DB. 21218 PG. 801
LOC.# 18K321227

LOT ADJ. 3
LOC.# 18J112448

LOT ADJ. 2

N/F
FORSYTH PLAZA MEMBERS
LLC DELOITTE PTS
DB. 15439 PG. 2641
LOC.# 18J111580
#7620 FORSYTH BLVD.

S83° 27' 44"E 150.00'

ALLEY (15'w)

S06° 32' 16"W
15.00'

LOT 18
LOC.# 18K320215
N83° 27' 44"W 150.00'
2,250 Sq. Ft.
0.052 Acres±

BLOCK 2

N/F
HANLEY FORSYTH LLC
DB. 21218 PG. 801
LOC.# 18K320161
LOT 19

LOT 20

LOC.# 18K320039 S83° 27' 44"E 150.00'

CARONDELET AVE.

AS DEDICATED BY PB.
7 PG. 62
8,732 Sq. Ft.
0.200 Acres±

S06° 32' 16"W
60.00'

N/F
GOLDBERG EDWARD K
RESIDENCE TRUST et al
DB. 20663 PG. 334
LOC.# 18J112019
155 CARONDELET PLAZA

EXHIBIT

LOT 38 BLOCK 3 N83° 27' 44"W 129.44'

SA

STREET AND ALLEY VACATION PLAT

A TRACT OF LAND BEING PART OF THE 15'w ALLEY LOCATED IN BLOCK 2 AND PART OF CARONDELET AVE (60'w) OF HANLEYS RE-SUBDIVISION OF BLOCK 6, 7, 8, 9 AND 20 OF HANLEYS ADDITION TO CLAYTON AS RECORDED IN PLAT BOOK 7, PAGE 62

DATE 4/14/16

5284\5284\EXHIBIT\ALLEY-VACATE-EX.DWG



August 8, 2016

Stock & Associates Consulting Engineers, Inc.
Attn: Daniel Ehlmann & Joshua Barcus
257 Chesterfield Business Parkway
St. Louis, MO 63005

Dear Mr. Ehlmann and Barcus,

This is in reply to the letter regarding your request to vacate a portion of Carondelet Avenue & Lyle Avenue Streets and Alleys in the City of Clayton, Missouri.

Our Geraldine District has reviewed your request and found that Ameren Missouri is not utilizing this area. Therefore, our company has no objection to the vacation as proposed in the enclosed Land Description.

If you should desire any further information regarding this matter, please contact Beverly Wilson of my staff at 314-554-2129, and she will be glad to assist you.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew D. Hoven".

Matthew D. Hoven
Real Estate Supervisor

MCJ/bw
Enclosures

cc: Jim Hovis
Nezar Alkfouf
David Everding



727 Craig Road
St. Louis, MO 63141

amwater.com

August 10, 2016

Joshuah E. Barcus, P.E.
Stock & Associates Consulting Engineers
257 Chesterfield Business Parkway
St. Louis, MO 63005

RE: Proposed Right of Way Vacation, Carondelet Ave., Alley and Lyle Avenue.

Dear Mike:

This letter is in response to your email request to vacate rights of **Carondelet Avenue, Lyle Avenue and an Alley**, as shown highlighted on the attached drawing. **Missouri American Water Company** opposes said vacation because we currently have an existing water main installed within said right of way. However, Missouri American Water has no objection to the vacation of said right of way under the following conditions;

1. An easement shall be granted for the existing water main currently installed in said rights of way.
2. Only Missouri-American Water Company's standard script for water line easements shall be used.
3. The signed and notarized easement shall be delivered in hand to Missouri American Water Company within 30 days of the official vacation of said rights of way from the City of Clayton.

Should you have any questions, please contact me at (314) 996-2324.

Sincerely,

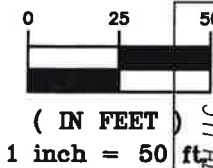
Terrance Green, IRWA,
Engineering Specialist,
Right of Way

Missouri American Water

727 Craig Road
St. Louis, MO 63141
USA

T +1 314 996 2324
F +1 314 569 3972
E terrancegreen@mawc.com
I www.amwater.com

GRAPHIC SCALE **FORSYTH BOULEVARD (60'w)**



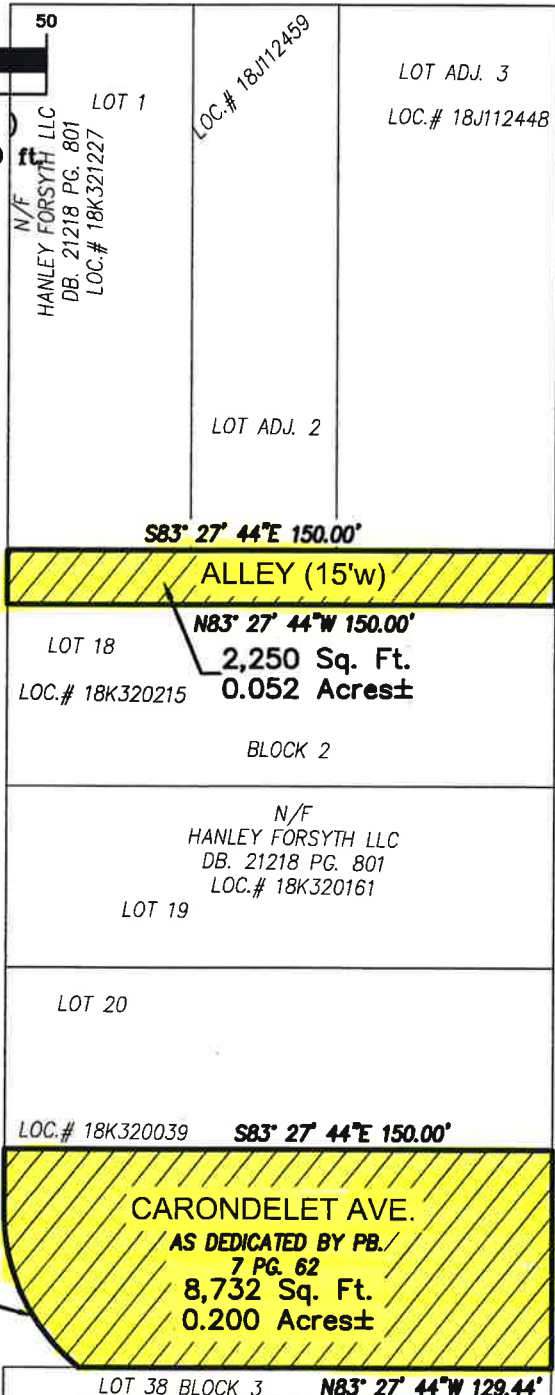
SOUTH HANLEY ROAD (60'w)

N06° 32' 16"E
15.00'

N06° 32' 16"E
17.12'

L=49.18'
R=55.00'
S19° 04' 49"E
Dist=47.56

EXHIBIT



N/F
FORSYTH PLAZA MEMBERS
LLC DELOITTE PTS
DB. 15439 PG. 2641
LOC.# 18J111580
#7620 FORSYTH BLVD.

N/F
GOLDBERG EDWARD K
RESIDENCE TRUST et al
DB. 20663 PG. 334
LOC.# 18J112019
155 CARONDELET PLAZA

*T. GREENE
MAWC
8-10-16*

1 OF 2

STREET AND ALLEY VACATION PLAT

A TRACT OF LAND BEING PART OF THE 15'w ALLEY LOCATED IN BLOCK 2 AND PART OF CARONDELET AVE (60'w) OF HANLEYS RE-SUBDIVISION OF BLOCK 6, 7, 8, 9 AND 20 OF HANLEYS ADDITION TO CLAYTON AS RECORDED IN PLAT BOOK 7, PAGE 62

DATE 4/14/16

5284\5284\EXHIBIT\ALLEY-VACATE-EX.DWG



Date: August 10, 2016

To: Joshua Barcus & Daniel Ehlmann
Stock and Associates
257 Chesterfield Business Pkwy
St. Louis, MO 63005

Re: **REQUEST TO VACATE A PORTION OF CARONDELET AVENUE AND
LYLE AVENUE STREETS AND ALLEYS IN CLAYTON, MO**

Dear Mr. Barcus,

This is in reply to the letter regarding your request to vacate a portion of Carondelet Avenue and Lyle Avenue Streets and Alleys in the City of Clayton, Missouri.

Charter is currently not using the area except for a portion of Lyle Avenue that will be relocated by a developer. Charter therefore has no objection to the vacation as proposed in your letter.

If you need further assistance, or the plans change, please contact Lisa Ward at 636-387-6633 or lisa.ward@charter.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Sturk'.

Richard Sturk
Director, Construction
Charter Spectrum Communications

RS



City Manager
 10 N. Bemiston Avenue
 Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER
 PATTY DEFORREST, DIRECTOR OF PARKS & RECREATION

DATE: AUGUST 23, 2016
SUBJECT: ORDINANCE – APPROVING A CONTRACT WITH GERSHENSON CONSTRUCTION COMPANY, INC. FOR THE SHAW PARK UTILITY RELOCATION PROJECT

Bid documents for the Shaw Park Utility Relocation Project were issued on July 15, 2016. This work involves the relocation of utilities that needs to take place prior to the start of the construction of Chapman Plaza and the associated gardens, waterfall and pond.

We received four responsive bids for this work, the results of which are detailed below:

Bidder	Base Bid
Castle Contracting 345 Marshall Avenue, Suite 302 Webster Groves, MO 63119	\$432,616.00
Gershenson Construction Company 2 Truitt Drive Eureka, MO 63025	\$297,775.00
Enterprise Industrial Construction 10315 Lake Bluff Drive St. Louis, MO 63123	\$467,921.00
Bi-State Utilities Company 12894 Penridge Drive Bridgeton, MO 63044	\$327,172.00

According to Kozeny-Wagner, the firm hired to serve as Construction Manager on this project, the two low bids are in line with their estimate of \$342,000 for this work. It is anticipated that this work will take up to 10 weeks, with the next phase of the project starting in late October.

Funding for this project will come from private donations secured by the Clayton Century Foundation, paid through the City’s Capital Fund.

Recommendation: To approve the Ordinance authorizing the execution of a contract with Gershenson Construction Company, Inc. in the amount of \$297,775, plus a contingency of \$30,000 for the Shaw Park Utility Relocation Project.

BILL NO. 6568

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH GERSHENSON CONSTRUCTION COMPANY, INC. FOR THE SHAW PARK UTILITY RELOCATION PROJECT

WHEREAS, The City of Clayton Board of Alderman is charged with the duty of planning for the recreational needs of residents and visitors, and how best to meet those needs; and

WHEREAS, the park system and enhancements to this system are critical in sustaining the quality of life expected in the city; and

WHEREAS, the proposed Chapman Plaza & Gardens will have a positive impact on the residents of the City of Clayton:

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

Section 1. The City Manager of the City of Clayton, Missouri, is hereby authorized to execute on behalf of the City a contract with Gershenson Construction Company, Inc. in an amount not to exceed Two Hundred Ninety-seven Thousand, Seven Hundred and Seventy-five Dollars (\$297,775.00) in substantially the form attached hereto as Exhibit A and incorporated herein by reference and the City Clerk is authorized to attest such signature and to attach the official seal of the City of Clayton to said contract.

Section 2. The Director of Parks and Recreation is authorized to execute Change Orders in an amount not to exceed Thirty Thousand Dollars (\$30,000).

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

Adopted the 23rd day of August, 2016

Mayor

ATTEST:

City Clerk

Exhibit A**CITY-CONTRACTOR AGREEMENT**

This Agreement is made and entered into the ___ day of _____, 2016, by and between the City of Clayton, Missouri (hereinafter the "City") and Gershenson Construction Company, Inc., a Corporation with offices at 2 Truitt Drive, Eureka, MO 63025, (hereafter the "Contractor"). The project shall be identified as City of Clayton Utility Relocation Package Project No: 2016.PK1610.603.

WITNESSETH:

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

ARTICLE I**The Contract Documents**

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

ARTICLE II**Scope of Work**

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

ARTICLE III**Time of Completion**

All time limits stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall be completed in accordance with the time limits set forth in the construction schedule as stated in Article V – Performance of the work. This work must be completed prior to **November 04, 2016**; companies who cannot meet this timeline will not be considered.

ARTICLE IV**The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of Two Hundred Ninety-seven Thousand, Seven Hundred and Seventy-five Dollars (\$297,775.00) as follows:

(a) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;

(b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.

(d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.

(e) Estimates of work performed and materials delivered shall be finally determined by the City.

(f) The foregoing retainage amounts are agreed to be required to ensure performance of the Contract.

(g) Payment shall be deemed made when mailed or personally delivered, whichever is earlier.

ARTICLE V

Performance of the Work

(a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval (1) a **Construction Schedule** for the Work in a

bar chart format which Construction Schedule shall indicate the dates for starting and completing the work.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$ 1,250.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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

ARTICLE VI**Delays Beyond Contractor's Control**

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

(b) Notwithstanding the foregoing paragraph (a), no extension of time or other relief shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII**Changes in the Work**

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the General Conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified; to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII**Termination**

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

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

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

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

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

ARTICLE IX

Contractor's Insurance

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

ARTICLE X

Indemnities

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

(b) **Professional Liability:** Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them

may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

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

(d) Contractor agrees that its indemnity obligations set forth in this Article will not be affected in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the City, the Contractor, or any of the subcontractors under workers' compensation acts, employer's liability insurance, or other employee benefit acts.

ARTICLE XI

Insurance

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

1. Workers’ Compensation Insurance in full compliance with workers’ compensation laws of the State of Missouri together with Employer’s Liability Coverage with minimum limits of liability in the amount of \$2,700,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$2,700,000 for each accident.

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

General Aggregate	\$2,700,000.00
Products/completed operations aggregate	\$2,700,000.00
Personal and advertising injury	\$2,700,000.00
Each occurrence	\$2,700,000.00
Fire damage legal liability	\$2,700,000.00
Medical expenses	\$ 5,000.00

~~4. Professional Liability Insurance with minimum limits of liability of \$2,700,000.00 each claim, \$2,700,000.00 aggregate. (Not required for this contract).~~

5. Owner’s and Contractor’s Protective Liability Policy, including Death \$2,700,000.00 each occurrence; Property Damage \$2,700,000.00 each occurrence, \$2,700,000.00 aggregate.

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages are included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City. The Contractor's Workers' Compensation and Employer's Liability policy will include the Owner as an alternate employer by using ISO Alternate Employer WC 00 03 01A.

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

(e) Contractor will furnish an insurance certificate to City evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-day written notice will be given to City before any

policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

ARTICLE XII

The Work

The Contractor shall furnish all labor, materials and equipment necessary to complete the fabrication and installation for the Utility Relocation Package as detailed in the Project Specifications contained within the bid document. The project will include but not be limited to Utility Relocation including, but not limited to, the following Items as detailed on the Bid Form Proposal:

- 21" Sanitary Sewer
- 6" Sanitary Sewer
- 42" Storm Sewer
- 24" Storm Sewer
- Site Restoration
- All appurtenances related to the above work.

ARTICLE XIII

Notices

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

City of Clayton Department of Parks and Recreation

50 Gay Avenue

Clayton, Missouri 63105

Attention: Patty DeForrest

or to Contractor at:

Gershenson Construction Contracting, Inc.

2 Truitt Drive

Eureka, MO 63025

Attention: Edward Gershenson

*In making out this form the proper name and title should be used. For example, if the

Contractor is a corporation and this form is to be executed by its president, the words President should be used under Title. Attestation should be done by the Secretary of the Corporation.

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

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

By: _____



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER
PATTY DEFORREST, DIRECTOR OF PARKS & RECREATION
DATE: AUGUST 23, 2016
SUBJECT: ORDINANCE – APPROVING A CONTRACT WITH PERFECTMIND FOR RECREATION MANAGEMENT SOFTWARE

The Parks and Recreation Department issued a Request for Proposals for Recreation Management Software on February 23, 2016. The current software, Class Software Solutions, is nearing its end of life and will not be replaced by its parent company, Active Network.

Proposals were submitted from four companies – Maximum Solutions, Inc., Perfect Mind, Rec1 and RecTrac. Rec1 was eliminated because they were cash-based accounting only. A Software Review Group was established to participate in demonstrations with the remaining three companies. In the group's opinion, Maximum Solutions ranked third and would not be considered a viable option as the program has considerably less features, the department would have to process credit cards internally and the site does not generally do custom modifications. This left Perfect Mind and RecTrac as finalists.

While on the surface the other two vendors offer the same basic components, Perfect Mind is a more comprehensive system that is capable of expansion to meet our future needs. The ease and flexibility of this software will allow the department to provide excellent customer service to our clients in person, on the phone and online. Perfect Mind's philosophy of "only three clicks" for a sale makes the registration process user-friendly for both Welcome Desk employees, as well as customers using on-line registration. Perfect Mind will also give the department an opportunity to simplify work processes and decrease the amount of time and cost of staff training.

While the annual fee for this software is higher than that of RecTrac (\$58,308 versus \$31,748), the functionality of this system is far superior. We also anticipate that there will be a reduction in expense due to PerfectMind's ability to save on paper, postage and training. In addition, we estimate that we will see increased revenue of approximately \$12,000 through the reduction of returned monthly drafts (Perfect Mind automatically attempts to re-draft members up to four times to collect funds). Fees for this contract will be paid out of the City's General Fund as well as the Center of Clayton's Operating Fund with the City paying 25% and the Center paying 75% based upon the percentage of revenue collected.

Recommendation: Staff recommends entering into a contract with PerfectMind for recreation management software for a five year term.

BILL NO. 6569

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH PERFECTMIND TO PROVIDE RECREATION MANAGEMENT SOFTWARE FOR THE DEPARTMENT OF PARKS AND RECREATION

WHEREAS, The City of Clayton Board of Alderman is charged with the duty of planning for the recreational needs of residents and visitors, and how best to meet those needs; and

WHEREAS, the ability to manage memberships, rentals and programs by providing an avenue for registration and sales is a critical function for the Department of Parks and Recreation; and

WHEREAS, the proposed PerfectMind Software solution will allow the Department to continue serving the recreation needs of the residents of the City of Clayton:

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

Section 1. The City Manager of the City of Clayton, Missouri, is hereby authorized to execute on behalf of the City a contract with PerfectMind in an amount not to exceed Three Hundred Eighty-seven Thousand, Five Hundred and Thirty-nine Dollars (\$387,539) over the next five years in substantially the form attached hereto as Exhibit A and incorporated herein by reference and the City Clerk is authorized attest such signature and to attach the official seal of the City of Clayton to said contract.

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

Adopted the 23rd day of August, 2016

Mayor

ATTEST:

City Clerk

EXHIBIT A

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

BETWEEN

PERFECTMIND INC.

AND

CITY OF Clayton Missouri

DATED: September 1, 2016

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- Exhibit A – Platform Use Fees
- Exhibit B – Statement of Work
- Exhibit C – PerfectMIND Rates for Professional Services
- Exhibit D – Service Levels
- Exhibit E – Platform Features and Functionalities

SOFTWARE AS A SERVICE & PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is dated September 1, 2016

BY AND BETWEEN:

PerfectMIND Inc.
 (“**PerfectMIND**”), a British Columbia
 corporation having an office at:

110-980 West First Street
 North Vancouver, British Columbia
 V7P 3N4

AND

City of Clayton Missouri
 (“**Customer**”), a municipality having an
 office at:

50 Gay Avenue
 Clayton, MO 63105,

WHEREAS PerfectMIND wishes to license to Customer, and Customer wishes to use and license from PerfectMIND, the Platform (as defined herein) on the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

PART 1—DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement, unless the context otherwise requires, capitalized terms will have the meaning assigned to them herein, including the following:

- (a) “**Account**” has the meaning set out in §5.6;
- (b) “**Account-holder**” means an individual, working for or as an agent of Customer, designated by Customer to whom an Account is issued;
- (c) “**Applicable Laws**” means all applicable laws and regulations, including all applicable local, provincial, state, national and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies;
- (d) “**Claims**” means liabilities, actions, proceedings, claims, causes of action, demands, debts, losses, damages, charges and costs, including reasonable legal costs, any amount paid to settle any action or to satisfy a judgment and expenses of any kind and character whatsoever incurred in connection therewith;
- (e) “**Confidential Information**” has the meaning set out in §8.1;
- (f) “**Content**” means all materials and content, including designs, editorials, text, graphics, audio-visual materials, multimedia elements, photographs, videos, music, sound recordings, reports, documents, software, information, formulae, patterns, data and any other work, and

“**Customer Content**” is Content entered, uploaded or inputted into the Platform by or on behalf of Customer;

(g) “**Customer Data**” means information, materials, or data, including Customer Content, entered, uploaded or inputted into the Platform by or on behalf of Customer;

(h) “**Enhancement**” means enhancements, developments, modifications, updates, additions and improvements made to the Platform, other than New Features and Functions;

(i) “**Force Majeure**” means circumstances beyond a party’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labour problems, or Internet service provider failures or delays, or hosting service provider failures or delays;

(j) “**Intellectual Property Rights**” means any and all (i) proprietary rights provided under patent law, copyright law, trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing;

(k) “**New Features and Functions**” means any update, revision, new version, new module or upgrade of the Platform made available by PerfectMIND from time to time (i) that adds new functions or features to the Platform and (ii) for which PerfectMIND charges a fee to its customers in order to obtain same;

(l) “**PerfectMIND Privacy Policy**” means PerfectMIND’s privacy policy made available at <http://www.perfectmind.com/academy/privacy> as amended from time to time;

(m) “**PerfectMIND Technology**” means (i) any concepts, inventions, systems, processes, techniques, methodologies, know-how, data, tools, templates, technology (including software in executable code and source code), documentation or any other information, data or materials, and any expressions of the foregoing, developed by, owned by, or licensed to, PerfectMIND; and (ii) the Work Product;

(n) “**Permitted Purpose**” means managing and operating Customer’s facilities located in the City of Clayton, Missouri, including customer relationship management, facility bookings, membership sales, point of sale transaction processing and scheduling;

(o) “**Platform**” means the software and supporting hardware platform known as “PerfectMIND” that is owned and operated by PerfectMIND, and that will be made available to Customer as a service under this Agreement via a designated website or websites as may be designated by PerfectMIND, from time to time, together with the related documentation, Content (other than Customer Content and Customer Data) and end user materials delivered therewith;

- (p) “**Professional Services**” has the meaning set out in §3.1;
- (q) “**Statement of Work**” has the meaning set out in §3.1;
- (r) “**Term**” has the meaning set out in §7.1; and
- (s) “**Work Product**” means all improvements, enhancements and derivatives thereto developed by PerfectMIND for the purposes of providing the Professional Services under this Agreement or otherwise and any and all other work products developed by PerfectMIND for the purposes of providing the Professional Services under this Agreement.

1.2 Interpretation. In this Agreement, unless expressly stated otherwise or the context otherwise requires, (a) headings and captions are for convenience only and will not be deemed to explain, limit or modify the provisions hereof, (b) the word “**including**”, when following a general statement or term, is not to be construed as limiting the general statement or term (whether or not used in connection with phrases such as “without limitation” or “but not limited to”) and the word “**or**”, when connecting two or more matters, will not imply an exclusive relationship between the matters, (c) a reference to a “**person**” or “**entity**” means an individual, corporation, body corporate, firm, limited liability company, partnership, syndicate, joint venture, society, association, trust or unincorporated organization or governmental authority or trustee, executor, administrator or other legal representative, including any successor to that person, (d) a word importing the masculine gender includes the feminine and neuter, a word in the singular includes the plural, a word importing a corporate entity includes an individual, and vice versa, (e) words, phrases and acronyms not otherwise defined herein that have a meaning commonly understood and accepted by persons familiar with the Internet and computing services professionals will be interpreted and understood to have that meaning herein, and (f) in the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Exhibits hereto, the terms of the Exhibits hereto will prevail to the extent necessary to resolve such conflict or inconsistency.

PART 2—LICENSE

2.1 License. PerfectMIND grants to Customer a non-exclusive, non-transferable, right and limited license, only during the Term, to access and use the Platform for the Permitted Purposes only. All rights not expressly granted to Customer are reserved by PerfectMIND and, if applicable, its licensors.

2.2 Complete Software; Enhancements. Upon completion of the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B, the Platform with the features and functionalities described in Exhibit E attached to this Agreement will be configured and made available to Customer for access and use by Account-holders. Customer agrees that its entry into this Agreement is not contingent on the delivery of any future functionality or features by PerfectMIND. PerfectMIND may, from time to time and in its sole discretion, update the Platform (including the underlying server software or hardware) or otherwise offer Enhancements, which Enhancements will form part of the Platform being licensed and provided hereunder without further payment by Customer. PerfectMIND will use commercially reasonable efforts to (a) ensure that such Enhancements are compatible with and

will not adversely affect or reduce the functionality, performance, availability and accessibility of the Platform, and (b) to the extent that such Enhancements do so adversely affect the Platform and Customer notifies PerfectMIND of same, restore or reinstate the Platform or parts of it causing the adverse effects to its or their status prior to the Enhancement, as soon as may be reasonable and practicable in the circumstances. Notwithstanding any Enhancements or other changes to the Platform, PerfectMIND will maintain the functionality of the Platform so it is always materially equal to or better than the functionality of the Platform as of the date that Customer first commences using the Platform.

2.3 New Features and Functions. PerfectMIND may, from time to time and in its sole discretion, develop and offer New Features and Functions that will not form part of the Platform licensed hereunder and may be provided and licensed separately to Customer for an additional fee. For clarity, in no event will PerfectMIND be obligated to provide any New Features and Functions free of charge, provided that all features and function that are part of the Parks and Recreation package offered by PerfectMIND shall be provided to Customer free of charge.

PART 3—PROFESSIONAL SERVICES

3.1 Professional Services. Customer may, from time to time, request PerfectMIND to provide customization and deployment services and other related professional services in relation to Customer's use of the Platform (the "**Professional Services**") and PerfectMIND may, in its discretion, agree to provide the Professional Services. Upon agreement on the particulars of the Professional Services, including the fees payable by Customer to PerfectMIND for the Professional Services, such particulars shall be included in a statement of work (a "**Statement of Work**"), which shall be signed by PerfectMIND and Customer, and which shall form a schedule to and be incorporated into and form part of this Agreement. To the extent that there is any inconsistency between any provision in any Statement of Work and the rest of this Agreement, the terms of such Statement of Work will prevail. Each Statement of Work may contain, unless the parties agree otherwise, a description of the work to be conducted, the functional requirements and technical specifications applicable to the work, the work schedule and milestones, the deliverables and delivery schedule, acceptance criteria, and such other information and additional terms and conditions as the parties may mutually agree upon. As of the date of this Agreement, PerfectMIND and Customer have agreed upon the Professional Services described in the Statement of Work attached to this Agreement as Exhibit B.

3.2 Change Orders. Customer may, from time to time, request changes to the scope of the Professional Services described in a Statement of Work. In response to any such request from Customer, PerfectMIND shall determine the feasibility of providing such changes and shall estimate the increase in the total fees payable for providing such changes to the Professional Services. Following receipt of PerfectMIND's response to Customer's request, the parties shall negotiate an amended Statement of Work which sets out the changes to the Professional Services and the additional fees payable in respect thereof.

3.3 Customer's Responsibilities. The work functions and tasks relating to the Professional Services for which Customer or a third party shall be responsible shall be described

in the Statement of Work. Customer agrees to perform and cause the third party to perform such work functions and tasks in a timely fashion. Customer agrees to provide or make available and cause any third party identified in the Statement of Work as being responsible for any function or task in any way related to the Professional Services to provide or make available all information reasonably requested by PerfectMIND to perform the Professional Services. PerfectMIND will not be liable for loss or damage arising from reliance on any such information.

3.4 Project Teams. Each party will be solely responsible for staffing its project team for the performance of the Professional Services by PerfectMIND and relating work functions and tasks by Customer as described in a Statement of Work. Each member of a project team will possess skills and knowledge appropriate to the work functions to be performed by that team member. Either party may, by way of replacement or addition, make changes to the personnel assigned to its project team, provided that each replacement team member shall possess skills and knowledge at least equivalent to the project-related skills and knowledge of the team member being replaced. Each party shall appoint a project manager in respect of its project team. The project managers shall be available for weekly meetings to review the progress of the Professional Services.

3.5 Use of Customer's Facilities. For Professional Services to be performed at the Customer premises, Customer will provide all work space, facilities and support that are reasonably requested by PerfectMIND to perform such Professional Services, including without limitation, telephone and computer facilities.

3.6 No Liability for Others' Failure to Perform. Customer agrees and acknowledges that PerfectMIND's performance of the Professional Services will be conditional upon, and subject to, Customer's performance of its obligations hereunder and the performance by any third party identified in the Statement of Work of its functions and task to the extent that such functions and task relate to the Professional Services, and that PerfectMIND will not be liable or responsible, in any manner or to any extent, for any failure of PerfectMIND to perform all, or any part of, the Professional Services to the extent that any such failure is caused by a failure of Customer to perform its obligations or the third party to perform its functions and tasks.

3.7 Third Party Hardware/Software. Customer will be solely responsible for the evaluation, selection, installation, implementation, compatibility, use and performance of and results obtained from any hardware, systems software, utility software, security software, telecommunication equipment or software, and applications software used in connection with the Professional Services, unless (and only to the extent) otherwise expressly agreed in this Agreement. Except as expressly provided in this Agreement, Customer and/or the third party vendors of the software packages selected for use by Customer will be responsible for the installation, acceptance and performance of the selected software packages.

3.8 Third Party Products. Where the Professional Services to be provided by PerfectMIND involve the acquisition by Customer of products of third parties, PerfectMIND will not be responsible for delays in the delivery of such products by third parties or for such product's faulty quality, defective performance, or failure to perform in accordance with published specifications or accepted standards. PerfectMIND will transfer to Customer any

transferable warranties provided to PerfectMIND by third parties. PerfectMIND makes no independent representations or warranties with respect to products provided by third parties. Any third party warranties are the exclusive remedies of Customer with respect to such products.

3.9 Use of Subcontractors. Customer acknowledges that PerfectMIND may engage agents and subcontractors to perform any of the Professional Services described in a Statement of Work. PerfectMIND shall be responsible for the fulfilment of its obligations hereunder, notwithstanding the performance of any of its obligations by its agents and subcontractors.

3.10 No Recruitment. Customer agrees that during the term of this Agreement, and for a period of one (1) year thereafter, it will not, without the prior written consent of PerfectMIND, hire, retain or engage, or make an offer in respect of same to, any employee, independent contractor or consultant of PerfectMIND.

PART 4—FEES AND PAYMENTS

4.1 Platform Use Fees. Customer will pay all fees and charges in connection with the use of the Platform in accordance with Exhibit A, which forms an integral part hereof and is incorporated herein by reference.

4.2 Platform Use Billing. The fees payable by Customer for use of the Platform in each twelve (12) month period is payable in advance at the beginning of such period. PerfectMIND will invoice Customer for such fees at the beginning of each 12 month period, and Customer will pay each invoice within thirty (30) days after the date of the invoice; provided that the fee for the first twelve-month period in the Term will be included in the fees payable for Professional Services and will be paid in accordance with the “Fee Payment Schedule” in Exhibit B. All amounts due by Customer hereunder will be paid, unless otherwise expressly set out herein, without any deduction, adjustment or set-off whatsoever.

4.3 Taxes. Fees for use of the Platform do not include any taxes, and Customer agrees to pay all applicable sales, use, value-added and other taxes or similar nature based on or due as a result of any amounts paid to PerfectMIND under this Agreement. Prior to the payment of any such taxes, Customer shall be allowed to contest the payment of tax and assert the right to any exemption to which Customer may be entitled as a governmental entity. If Customer’s challenge to the imposition of the tax is not successful, Customer shall make payment therefor.

4.4 Late Payments. If PerfectMIND does not receive payment in full of an invoice within 45 days after the date of such invoice and Customer fails to make full payment within ten (10) days after written notice of the non-payment is given by PerfectMIND, Customer will be deemed to be in default. Customer will pay any and all collection costs incurred by PerfectMIND in collection of outstanding debts. In addition to any other rights granted to PerfectMIND herein and available to PerfectMIND at law or in equity, PerfectMIND reserves the right to suspend the Accounts and Customer’s right to use and access to the Platform if Customer is in default with respect to its payment obligations. PerfectMIND reserves the right to impose a reconnection fee upon reactivation if any such suspension takes place.

4.5 Professional Services Fees. If the Professional Services are to be provided on a fixed price basis, the Statement of Work will set out the total contract price, a payment schedule, including the fees payable in respect of each deliverable and/or milestone, as applicable. If the Professional Services are to be provided by PerfectMIND on a time and materials basis, the rate(s) in Exhibit C attached hereto will apply. PerfectMIND may, from time to time and upon sixty (60) days' notice to Customer, amend the rate(s) for Professional Services. Per Diem rates shall be based on a 7.5 hour day. Once a Statement of Work is signed by the parties, the rates structure in effect at the time of the signing of the Statement of Work shall apply for the duration of the project described in the Statement of Work. PerfectMIND's fees for Professional Services (whether fixed or based on time and materials) do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND or its subcontractors in providing Professional Services. Customer will pay to PerfectMIND \$550/day for each employee or subcontractor of PerfectMIND who attends Customer's site and will reimburse PerfectMIND for the flight cost for the employee or subcontractor.

4.6 Professional Fee Billing. PerfectMIND will invoice Customer for the Professional Services according to the payment terms specified in the Statement of Work, or if no payment term is specified in the Statement of Work, on a monthly basis, and Customer will pay each invoice within Thirty (30) days after receipt of invoice, unless the parties agree otherwise in writing. Customer agrees to pay interest at the rate set out in the Statement of Work, or if none specified at 1.5% per month, on any unpaid amounts from the date due to the date upon which the balance is discharged, such interest to accrue from day to day and be compounded on a monthly basis, unless the parties agree otherwise in writing. The fees for the Professional Services to be performed pursuant to the Statement of Work attached hereto as Exhibit B are set out and shall be due and payable to PerfectMIND in accordance with the "Fee payment schedule" section of Exhibit B, upon Customer's receipt of PerfectMIND's invoices.

4.7 Taxes and Duties Relating to Professional Fees. All amounts payable in respect of the Professional Services rendered by PerfectMIND to Customer under this Agreement will be exclusive of all shipping charges, insurance charges, customs duties, sales taxes, value-added taxes, and any other like charges or taxes. Customer will be responsible for paying all such charges and taxes in connection with the provision of the Professional Services under this Agreement. Prior to the payment of any such taxes, Customer shall be allowed to contest the payment of tax and assert the right to any exemption to which Customer may be entitled as a governmental entity. If Customer's challenge to the imposition of the tax is not successful, Customer shall make payment therefor.

4.8 Currency. All prices in this Agreement are in United States (US) dollars.

PART 5—USE OF THE PLATFORM

5.1 PerfectMIND Responsibilities. PerfectMIND will provide the Platform in accordance with the service levels set out in Exhibit D. PerfectMIND will provide to Customer, at no additional charge, the support for the Platform described in Exhibit D. PerfectMIND will comply with all Applicable Laws in the performance of this Agreement.

5.2 Training. PerfectMIND will provide training to Customer's staff during the implementation period as provided in Exhibit B. This training may be in the form of in-person/on-site training or remote/online training. Customer's staff will also have access to all on-line training materials made available by PerfectMIND to its customers including live and pre-recorded webinars. Customer may purchase additional training at PerfectMIND's posted standard hourly rate for professional services. For additional training purchased by Customer, Customer will reimburse PerfectMIND for all reasonable travel and other out-of-pocket expenses incurred by PerfectMIND's employees and subcontractors in providing on-site training. All such expenses for which PerfectMIND seeks reimbursement will be supported by documentation in a form reasonably acceptable to Customer. Prior approval must be obtained for additional costs associated with additional training that is not included in Exhibit B.

5.3 Customer Responsibilities. Customer will (a) be responsible for Account-holders' compliance with all of the terms and conditions of this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, including Customer Content, and of the means by which Customer Data is acquired and used, including compliance with all personal information privacy laws and regulations and ensuring that no third party Intellectual Property Rights are infringed; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Platform, and notify PerfectMIND promptly of any such unauthorized access or use; and (d) use the Platform only for Permitted Purposes and in accordance with the documentation therefor and all Applicable Laws.

5.4 Prohibited Conduct. Customer will not

- (a) make the Platform available to anyone, or permit anyone to access the Platform, other than Account-holders;
- (b) license, sublicense, sell, resell, publish, republish, transfer, assign, distribute, rent, lease or time-share the rights granted to Customer under this Agreement, or copy or otherwise commercially exploit the Platform or its components in any way except in accordance with the rights granted hereunder;
- (c) use the Platform in any manner or for any purpose (i) that violates this Agreement, (ii) that contravenes, facilitates the violation of, or violates any Applicable Laws; (iii) that extracts, gathers, collects, or stores personal information about individuals except in compliance with all applicable personal information privacy laws or that involves data mining, robots or similar data gathering or extraction methods on individual's personal information without their express consent, or (iv) that interferes with or disrupts the integrity or performance of the Platform, PerfectMIND's systems or networks or third-party data of Content contained therein;
- (d) attempt to gain unauthorized access to the Platform or its related systems or networks;
- (e) post, upload, reproduce, distribute or otherwise transmit on the Platform (i) pyramid schemes, (ii) any material that contains a virus, cancelbot, Trojan horse, worm or other harmful, disruptive or surreptitious component, (iii) defamatory, infringing,

indecent or unlawful software, materials or information, or (iv) profane, or obscene software, materials or information without suitable or lawfully-required access controls;

(f) alter, modify, reverse engineer, decompile, or disassemble, translate, extract data structures from or otherwise attempt to extract the source code from the Platform or any part thereof;

(g) create derivative works based on the Platform or works containing a substantial part of the Platform;

(h) copy, frame or mirror any part or content of the Platform;

(i) disable or circumvent any access control or related process or procedure established with respect to the Platform;

(j) remove any copyright or other proprietary or Intellectual Property Rights notices or labels on or in the Platform or any part, copy or report generated therefrom or thereof;

(k) use the Platform to scan or probe another computer system, obstruct or bypass computer identification procedures or engage in unauthorized computer or network trespass without the express permission of the owners of such computer systems;

(l) access the Platform in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Platform;

(m) forge headers or otherwise manipulate any protocols or identifiers used in any system or protocol in such a manner to disguise the origin of any Content transmitted using the Platform;

(n) impersonate or falsely represent an association with any person, including a PerfectMIND representative, without the prior express, written permission of such person; or

(o) permit any of the foregoing to be done by any person, including Customer's employees, contractors, agents, or representatives, including Account-holders.

5.5 Commercial Electronic Messages. All email messages that Customer sends using the Platform will comply with all applicable anti-spam laws and regulations, including those relating to commercial electronic messages. When using the Platform, Customer will represent itself and/or its organization accurately and will not impersonate any other person, whether actual or fictitious. Customer specifically agrees that (to the extent that the Platform permits it, and it is within Customer's control to do so) for all messages that Customer sends using the Platform (i) the "from" line of the message will accurately and in a non-deceptive manner identify Customer's organization; (ii) the "subject" line of the message will not contain any deceptive or misleading content regarding the overall subject matter of the message, and (iii) the message will include the contact information of the Account-holder who sends the message or another individual within Customer's organization who may be readily contacted by the

recipient, and such contact information will remain valid for at least 60 days after the message is sent. Customer will ensure that every message sent using the Platform will contain an "unsubscribe" link that allows recipient to remove himself/herself/itself from Customer contact list and specify an electronic address on the World Wide Web that can be accessed by the recipient of the message for the purpose of unsubscribing. Customer will promptly, and in any event no later than 10 days after the receipt of the request, give effect to any subscription requests it receives. Customer may not charge a fee, require the recipient to provide any personally identifying information beyond an email address, or make the recipient take any step other than sending a reply email or visiting a single page on an Internet website as a condition for giving effect to an unsubscribe request. Customer acknowledges that Customer will be responsible for maintaining and giving effect to the list of unsubscribes requests following termination of this Agreement.

5.6 Account Use. PerfectMIND will issue Accounts, or permit Customer to issue Accounts, to individuals selected by Customer as Account-holders. Only Account-holders may access or use the Platform and each Account-holder's access to the Platform requires valid login credentials, including at least user identification and secure passwords (each an "**Account**"). The rights of an Account-holder may not be used by more than one individual, unless the Account of the Account-holder is reassigned in its entirety to another Account-holder, in which case the prior holder of the Account shall no longer have any right to access or use the Platform. Customer acknowledges and agrees that Customer:

- (a) is fully responsible for Accounts assigned by or at the request of Customer and the acts and omissions of each Account-holder, including the creation of Account credentials by any person, the maintenance, confidentiality and security of all passwords related to Accounts, and any and all activities that occur under Accounts (including persons who gain access to such Accounts, whether with or without permission);
- (b) will notify PerfectMIND as soon as practicable after obtaining or receiving any knowledge of (i) any unauthorized use of an Account or any password related to an Account, or (ii) any other breach of security with respect to an Account, provided that such notification will not negate Customer's liability for any unauthorized use of an Account or password until such time as PerfectMIND can be reasonably expected to take corrective measures; and
- (c) will provide true, current, accurate and complete information as prompted by the Account-creation process or as otherwise requested by PerfectMIND from time to time and to promptly update such information when any changes occur so as to keep such information held by PerfectMIND true, current, complete and accurate.

5.7 Usage Limitations. The following provisions apply with respect to the Platform:

- (a) **General Practices and Limits.** Customer acknowledges and agrees that PerfectMIND may establish from time to time general practices and limits concerning the use of the Platform, including: the maximum size of any Customer Data, including Customer Content, that may be stored on PerfectMIND servers (the "**Storage Limit**"); the maximum amount, speed and type of Customer Data, including Customer Content,

that may be sent from or received using the Platform (the “**Usage Limit**”). Such general practices and limits may be posted on PerfectMIND’s website or otherwise made available through the Platform. Customer agrees that Customer’s usage may not exceed such limits, and that it is Customer’s responsibility to monitor Account usage of the Platform. PerfectMIND covenants that the Storage Limit and the Usage Limit set for Customer will not be less than the following:

Minimum Storage Limit

- Storage: 80GB (\$160 per month for every additional 80GB blocks of storage)

Usage Limit

- Accountholders: Unlimited
- Email: 35,000 emails per month (\$200 per month for additional 50,000 emails)

(b) **Internet-based Software.** The Platform depends on the Internet, including networks, cabling, equipment and facilities that are not in PerfectMIND’s control; accordingly (i) any representation made by PerfectMIND regarding access performance, speeds, reliability, availability, use or consistency of the Platform, to the extent that they are dependent on the underlying Internet services, are on a “commercially reasonable efforts” basis, (ii) PerfectMIND cannot guarantee any minimum level regarding actual user performance, speed, reliability, availability, use or consistency based on factors depending on the Internet, and (iii) content, data, messages, information or materials sent over the Internet may not be completely private, and anonymity is not guaranteed.

PART 6—CONTENT, INTELLECTUAL PROPERTY AND PRIVACY

6.1 Reservation of Rights. All right, title and interest, including all Intellectual Property Rights, in and to the Platform and PerfectMIND Technology is and will at all times be fully vested in PerfectMIND or its licensors, as the case may be.

6.2 Third-Party Content—Content accessed or available through the Platform may be owned by third-parties other than PerfectMIND or Customer (collectively, “**Third Party Content**”) and may be protected by applicable Intellectual Property Rights. During use of the Platform, Customer may enter into correspondence with, purchase goods, hardware or services from, or participate in promotions of advertisers or sponsors showing their goods or services through the Platform. Any such activities, and any terms, conditions, warranties or representations associated with such activities are solely between the applicable third party and Customer. PerfectMIND and its licensors shall have no liability, obligation or responsibility to Customer for any such correspondence, purchases or promotions. Customer acknowledges and agrees that Customer shall be solely responsible for obtaining necessary licenses, consent and permits from third-party providers with respect to any Third Party Content or ancillary software, hardware, or services that Customer may use in connection with its use of the Platform.

6.3 Feedback. From time to time during the term of this Agreement, Customer and Account-holders may provide PerfectMIND with comments, suggestions, ideas and impressions of the Platform (“**Feedback**”). Customer acknowledges and agrees that, by disclosing such Feedback to PerfectMIND, the provider thereof will be deemed to have granted to PerfectMIND a royalty-free, worldwide, transferable, sub-licensable, non-exclusive, irrevocable and perpetual license to use, modify, adapt, improve or incorporate such Feedback into the Platform provided that Customer and Account-Holders are not identified in any manner to any party other than PerfectMIND. Customer acknowledges and agrees that the right to use the Platform is good and sufficient consideration for any contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Platform and the transfer to PerfectMIND thereof. In the event that PerfectMIND wants to use the Feedback in its news releases, marketing or promotional material, or as a testimonial, PerfectMIND shall obtain prior written consent of Customer and Account-holder.

6.4 Customer Data. PerfectMIND does not claim ownership of, and assumes no liability or responsibility with respect to, any Customer Data, including Customer Content. As between PerfectMIND and Customer, all right, title and interest (including Intellectual Property Rights) in and to Customer Data will at all times be fully vested in Customer, except that, by posting, uploading, inputting, providing, submitting, entering or otherwise transmitting Customer Data to PerfectMIND or any third party using the Platform, Customer agrees as follows:

- (a) Customer will have thereby granted PerfectMIND a royalty-free, non-exclusive, worldwide, fully paid-up limited license to use, copy, distribute, transmit, display, edit, delete, publish and translate such Customer Data to the extent reasonably required by PerfectMIND in connection with the functionality of the Platform and the performance of this Agreement as well as to ensure adherence to or enforce the terms of this Agreement;
- (b) Customer, and not PerfectMIND, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and Intellectual Property Rights of all Customer Data, and PerfectMIND will not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data; and
- (c) Customer will have thereby confirmed, represented and warranted to PerfectMIND that Customer has all rights, titles and interests (including all Intellectual Property Rights as well as the power and authority necessary), to grant the license to such Customer Data set above in subsection 6.4(a).

6.5 Privacy. PerfectMIND acknowledges and agree that Customer Data may contain sensitive information, and, in connection therewith, (a) PerfectMIND will comply with all Applicable Laws relating to personal information privacy, including British Columbia *Personal Information Protection Act* and will adhere to the PerfectMIND Privacy Policy, which forms an integral part hereof and is incorporated herein by reference; (b) PerfectMIND will use industry-standard management practices, technologies and security to protect the integrity, safety and security of Customer Data in both physical and electronic form; (c) Customer acknowledges and agrees that its use of the Platform will utilize, in whole or in part, the public Internet and third party networks to transmit communications, which transmissions may be intercepted by other

parties or stored, cached, routed, transmitted or received in jurisdictions outside of the jurisdiction of Customer, (d) PerfectMIND will not use Customer Data for any purpose other than to provide the functionality of the Platform to Customer and its users, to ensure adherence to or enforce the terms of this Agreement, or (only in aggregate form) for site metrics; (e) PerfectMIND reserves the right to modify the PerfectMIND Privacy Policy and its security policies in its reasonable discretion from time to time, subject to any Applicable Laws.

6.6 Use of the Other Party's Name. Each party may use the other party's name in its news releases, marketing and promotional materials and the like provided that such will comply with any standards set by the other party from time to time. Each party will cease to use the other party's name upon any expiration or termination of this Agreement.

PART 7—TERM AND TERMINATION

7.1 Term. This Agreement commences on the date first set out above and will continue in effect for five (5) years thereafter, subject to the appropriation of funds by the governing body of the City of Clayton, unless earlier terminated or renewed in accordance with the provisions of this Agreement (the “**Term**”). In event of a failure to appropriate the necessary funds for the services under this Agreement during the initial Term, this Agreement shall terminate and Customer shall provide written notice to PerfectMIND. At the expiration of the initial five year period, the Term will be automatically renewed for successive one year periods, subject to annual appropriation by the City's Board of Aldermen, unless a party provides written notice to the other party of the first party's intention not to renew, at least thirty days before the expiry of the then-current Term.

7.2 Renewal Terms. The fees payable by Customer during any such renewal term will be the same as the fee for the last year during the prior term unless PerfectMIND has given Customer written notice of a pricing change at least 90 days' before the end of such prior term, in which case the pricing change will be effective upon renewal and thereafter.

7.3 Termination. Either party may terminate this Agreement for cause, immediately upon written notice to the other party, if:

(a) the other party is in default of any of its material obligations under this Agreement and such default is not remedied within thirty (30) days of the date of receipt of written notice thereof, provided that cure period with respect to default in payment obligations is ten (10) days; or

(b) the other party ceases to conduct business in the normal course; the other party becomes insolvent or bankrupt; the other party makes any assignment for the benefit of creditors; proceedings are instituted by or against the other party seeking relief, reorganisation or rearrangement under any laws relating to insolvency; a receiver, liquidator or trustee is appointed in respect of any property or assets of the other party; or an order is made for the liquidation, dissolution or winding up of the other party.

7.4 Payment on Termination. If this Agreement is terminated by Customer due to PerfectMIND's default, then PerfectMIND will refund to Customer an amount equal to the fees

actually paid by Customer for the year during which the termination occurs prorated based on the post-termination portion of the year. Otherwise, any termination of the Agreement will not relieve Customer of its obligation to pay the fees payable to PerfectMIND for the Term of the Agreement for the use of the Platform nor does it entitle Customer to any refund. . Upon the termination of this Agreement, without prejudice to any other rights PerfectMIND may have, Customer will (a) remit all fees payable for the Professional Services and Work Products accepted by Customer prior to the date of such termination or suspension; (b) remit all fees payable for work-in-progress, on a time and materials basis, at the rate structure applicable to the Statement of Work Order; and (c) remit all such other costs of PerfectMIND, demonstrated to the reasonable satisfaction of Customer, directly related to the permanent or temporary winding down of the Professional Services, work and deliveries which are being terminated or suspended.

7.5 Return of Customer Data. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement (except in the case of PerfectMIND terminating this Agreement for cause under §7.3), PerfectMIND will make available to Customer for download a file of the relevant Customer Data in a commercially-reasonable standard (such as comma separated value (.csv) or extendible mark-up language (.xml)) format along with attachments in their native format as stored by PerfectMIND. After such 30-day period, PerfectMIND will have no obligation to maintain or provide any such Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMIND systems or otherwise in PerfectMIND’s possession or under PerfectMIND’s control. Within 15 days of any termination for cause of this Agreement by PerfectMIND pursuant to Section 7.3, Customer may request return of Customer Data, in which case Customer will pay to PerfectMIND any fees outstanding prior to the termination of this Agreement plus any fee that PerfectMIND requests, based on the time required to accommodate Customer’s request regarding return of Customer Data, and upon receipt of such payments, PerfectMIND will make available Customer Data to Customer for download as set out above. If Customer does not make a request within the 15 day time limit or fails to make payments within five (5) days after receiving PerfectMIND’s fee request, Customer’s right to access or use Customer Data will immediately cease, and PerfectMIND will have no obligation to maintain or provide any Customer Data and will thereafter, unless legally prohibited, delete all such Customer Data in PerfectMIND systems or otherwise in PerfectMIND’s possession or under PerfectMIND’s control.

7.6 Survival. Without limiting the applicability of other terms and conditions of this Agreement, the terms of this Agreement that, by their nature, are intended to survive any purported or actual termination or expiry of this Agreement will so survive, including Part 1, Part 3, Part 6, Part 7, Part 8, Part 9 (except for §9.1) and Part 10.

PART 8—CONFIDENTIALITY

8.1 Confidential Information. Neither party will, without the prior written approval of the other party, disclose or use for any purpose other than exercise of its rights or performance of its obligations under this Agreement any information, documents, know-how, trade secrets of the other party, including such other information that is not in the public domain including, in respect of the Customer Data and, in respect of the Platform (collectively, “**Confidential**

Information”) that may come to its knowledge or possession by reason of exchange of information under this Agreement or entering into this Agreement.

8.2 Obligation to Protect. Each party will protect the other’s Confidential Information using the same standard of care that it would use to protect its own, similar information, but in any case no less than a reasonable standard of care for information of similar sensitivity.

8.3 Title. All right, title and interest (including all Intellectual Property Rights) in and to each party’s Confidential Information will be and remain vested in such party.

8.4 Permitted Disclosures. Each party will not disclose Confidential Information of the other party to any person except to the first party’s employees, agents and sub-contractors on a strictly “need-to-know” basis, and provided that such persons have are subject to confidentiality obligations equivalent to the obligations imposed hereunder. Notwithstanding such disclosures, each party will be fully responsible for any breaches of confidentiality caused by such persons to whom the Confidential Information is disclosed as if such breach were committed by such party.

8.5 Exceptions. Neither party will have an obligation with respect to Confidential Information where such party can establish, through documentary evidence, that such information (a) was previously known to it free of any obligation to keep it confidential, (b) is or becomes publicly available other than by unauthorized disclosure, (c) is legally disclosed by third parties without restrictions of confidentiality, or (d) has been independently developed by it without reference to the other party’s Confidential Information.

8.6 Governmental Disclosures. Notwithstanding anything else in this Agreement, if a party is required to disclose any Confidential Information to a government body or court of law or as otherwise required by law, it may do so provided that it gives the other party sufficient advance notice as reasonable in the circumstances subject to applicable law to enable the owner of such Confidential Information the opportunity to contest the disclosure or obtain a protective order and assists the owner of such Confidential Information in contesting or protecting same.

PART 9—WARRANTIES, DISCLAIMERS, INDEMNITIES AND LIABILITY

9.1 PerfectMIND Warranties. PerfectMIND represents and warrants to Customer that (a) the Platform will perform materially in accordance with the documentation therefor under normal use and circumstances; (b) the Professional Services will be performed in a diligent and workmanlike manner consistent with standards generally observed in the industry for similar services, and the Work Product will materially conform to the Statement of Work upon acceptance, and PerfectMIND will use all commercially reasonable efforts to remedy any material non-conformance of the Work Product to the Statement of Work in an expeditious manner; and (c) the functionality of the Platform will not be materially decreased during the Term, subject to the other provisions of this Agreement. For clarity, PerfectMIND will not be responsible for and the warranties provided by PerfectMIND in this §9.1 do not apply to situations where improper or inadequate installation or maintenance of software or hardware that Customer uses to access or utilize, or otherwise in connection with, the Platform or Customer

Data, or failure to properly configure the Platform for use in connection with such hardware or software is the cause of a failure or malfunction.

9.2 Mutual Warranty. Each party represents and warrants that it has the legal power and authority to enter into this Agreement and to fully abide by the terms and conditions hereof.

9.3 NO OTHER WARRANTIES. THE PLATFORM AND THE WORK PRODUCT ARE PROVIDED ON AN “AS-IS” AND “AS-AVAILABLE” BASIS AND PERFECTMIND DOES NOT GUARANTEE THAT THE PLATFORM WILL FUNCTION ERROR-FREE OR UNINTERRUPTED. CUSTOMER ACKNOWLEDGES THAT PERFECTMIND DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. PERFECTMIND IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. THERE ARE NO REPRESENTATIONS, CONDITIONS OR WARRANTIES OTHER THAN THOSE EXPRESSLY PROVIDED IN THIS AGREEMENT. THE CONDITIONS, REPRESENTATIONS AND WARRANTIES EXPRESSLY SET OUT HEREIN ARE IN LIEU OF, AND PERFECTMIND EXPRESSLY DISCLAIMS, ALL CONDITIONS, WARRANTIES AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED CONDITIONS, WARRANTIES OR REPRESENTATIONS IN RESPECT OF QUALITY, CONDUCT, PERFORMANCE, RELIABILITY, AVAILABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING BY USAGE OF TRADE, BY COURSE OF DEALING, BY COURSE OF PERFORMANCE, AT LAW, IN EQUITY, BY STATUTE OR OTHERWISE HOWSOEVER, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.4 Indemnification by PerfectMIND. PerfectMIND will indemnify and hold harmless Customer, and its officers, employees and agents (collectively, in this §9.4, the “**Indemnified Persons**”), from and against any and all Claims brought or made against, or incurred by, the Indemnified Persons, or any one of them, arising out of a claim by a third party that the Platform or the Work Product infringes the Intellectual Property Rights of a third party enforceable in Canada or the United States.

9.5 Exception to PerfectMIND Indemnity. Notwithstanding §9.4, PerfectMIND will not be required to defend or indemnify any Indemnified Person if, and to the extent that, the Claim would not have arisen but for (a) any Indemnified Person’s combination of the Platform or Work products with software, services or products not supplied by PerfectMIND, (b) any breach by an Indemnified Person of any provision of this Agreement, or (c) any refusal by the Indemnified Person to use a non-infringing version of the Platform or the Work Product offered by PerfectMIND under §9.6.

9.6 Additional Infringement Obligations. If PerfectMIND receives any knowledge of any Claim in respect of §9.4 or any circumstances in which a Claim in respect of such provision is threatened or reasonably anticipated, it will, as soon as reasonably practicable, (a)

procure, at its expense, the right for Customer to use the Platform or the Work Product, as the case may be, or such infringing part thereof; (b) replace, at its expense, the Platform or the Work Product, as the case may be, or such infringing part thereof, with material of comparable functionality that does not breach this Agreement; (c) if the removal of such infringing part of the Platform or the Work Product, as the case may be, would not be a breach of this Agreement, remove such infringing part of the Platform; or (d) terminate this Agreement and refund to Customer a *pro rata* portion of the Platform use fees prepaid by Customer for the period during which the Agreement is terminated.

9.7 Conduct of Indemnities. Each party acknowledges that the indemnifying party will be given complete authority for the defence or settlement of Claims indemnified hereunder, on the understanding that, in all events, the indemnified party will have the right (at its own expense) to participate in such defence or compromise through counsel of its choosing. An indemnifying party's obligations to provide an indemnity hereunder will be conditional upon (a) the indemnified party notifying the indemnifying party as soon as reasonably practicable after receiving notice of a Claim, (b) the indemnified party providing such information and assistance as reasonably requested by the indemnifying party, and (c) the indemnified party not compromising or settling the Claim without the indemnifying party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

9.8 EXCLUSION AND LIMIT OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER AND HOWEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF BUSINESS, LOSS OF MANAGEMENT OR OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS, EVEN IF THE PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF OR COULD HAVE FORESEEN SUCH CLAIMS. THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR DIRECT DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION OR THE CAUSE OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF A FUNDAMENTAL TERM, FUNDAMENTAL BREACH OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO \$200,000 (TWO HUNDRED THOUSAND DOLLARS) (EXCEPT THAT NOTHING IN THIS PROVISION WILL LIMIT CUSTOMER'S OBLIGATION TO PAY THE FEES PROVIDED IN PART 4 TO PERFECTMIND).

9.9 Exclusive Remedy. This Part 9 states PerfectMIND's sole liability to Customer and Customer's exclusive remedy against PerfectMIND for any type of Claim described in Part 9.

PART 10—GENERAL

10.1 Internal Escalation of Disputes. Any controversy, claim or dispute (“**Dispute**”) arising out of or related to this Agreement, including, without limitation, Disputes covering the performance of the parties’ obligations or the interpretation of the terms and conditions of this Agreement or applicable fees or payments, shall be dealt with as follows: Each Dispute initially shall be brought for resolution before a committee consisting of two (2) representatives of each of the parties- the project manager and the Account Manager from PerfectMIND and the project manager and a person with a position equivalent to Account manager from Customer. If the committee is unable to resolve a Dispute within ten (10) working days, then the Dispute shall be escalated to a separate committee consisting of one (1) officer of each party – the Director of Customer Service from PerfectMIND and an officer of equivalent position from Customer. If this second committee is unable to resolve the Dispute within ten (10) working days, then the Dispute shall be escalated to another separate committee consisting of two (2) executive officers of each party – the CEO and the COO of PerfectMIND and two executive officers with equivalent positions with Customer. Members of each committee shall act reasonably and good faith and attempt to resolve the dispute amicably.

10.2 Marketing. PerfectMIND may use Customer’s name, with an accurate reference to Customer’s use of the Platform, in PerfectMIND’s marketing materials or on PerfectMIND’s website, with a link to Customer’s website.

10.3 Notice. Any notice required or permitted to be given hereunder will be in writing and may be given by personal services, including by courier, or by facsimile if confirmed on the same day, or in writing by registered airmail, with postage prepaid to the following:

If to PerfectMIND:
PerfectMIND Inc.
110- 980 West 1st Street
North Vancouver, BC, V7P 3N4
Fax:

Attention: Farid Dordar-CEO or Ali Sanei-COO

If to Customer:
City of Clayton Missouri
50 Gay Avenue
Clayton, MO 63105

Fax: _____

Attention: Patty DeForrest, Director of Parks & Recreation

Any notice given by personal delivery (including courier) will be conclusively deemed to have been given on the day of actual delivery thereof and, if given by facsimile, on the day of transmittal thereof if given during the normal business hours of the recipient on a business day, and on the business day during which such normal business hours next occur if not given during such hours.

10.4 Assignments. This Agreement may not be assigned by either party without the prior written approval of the other party, such approval not to be unreasonably withheld or delayed, but may be assigned by PerfectMIND to (i) a parent, subsidiary or affiliate; (ii) an acquirer of assets; or (iii) a successor by merger, on written notice to Customer. Any purported assignment in violation of this section shall be void.

10.5 Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Missouri and the laws of the United States applicable therein, without reference to conflict of laws principles, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Platform shall be subject to the exclusive jurisdiction of the courts of the State of Missouri, to which the parties hereby irrevocably submit.

10.6 Force Majeure. Neither party shall be liable for damages for any delay or failure of delivery arising out of an event of Force Majeure.

10.7 Waivers. No right under this Agreement will be deemed to be waived except by notice in writing signed by the party waiving its right, and any such waiver will not prejudice its rights in respect of any subsequent breach of this Agreement by the other party. Any failure by a party to enforce any clause of this Agreement or right contained in it, or any forbearance, delay or indulgence granted by a party to the other party, will not be construed as a waiver of the first-mentioned party's rights under this Agreement.

10.8 No Presumption. No presumption shall operate in favour of or against any party hereto as a result of any responsibility that any party may have had for drafting this Agreement.

10.9 Enurement. This Agreement will enure to the benefit of and be binding upon the parties and their successors, trustees, permitted assigns and receivers.

10.10 Injunctive Relief. Each party acknowledges and agrees that a breach by it of the provisions of this Agreement relating to Confidential Information, Intellectual Property Rights, or restrictive obligations may result in immediate and irreparable harm to the other party for which compensation would be an inadequate remedy. Accordingly, each party acknowledges and agrees that the other party may seek, as a matter of right and without the necessity of establishing the inadequacy of monetary damages, injunctive or other equitable relief to prevent or remedy such conduct from any court of appropriate jurisdiction.

10.11 Entire Agreement. This Agreement together with any applicable Statement of Work constitutes the entire Agreement between the parties and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing. In connection therewith, no terms or conditions stated in any Customer purchase order or other

order or documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void, notwithstanding any provision therein.

10.12 Amendments. This Agreement may not be amended except by written instrument signed by an authorized representative of both parties.

10.13 Severability. If any term or provision of this Agreement will be found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms or provisions hereof or the whole of this Agreement, but such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such terms or provisions enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties herein set forth.

10.14 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

10.15 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.16 Counterparts. This Agreement may be signed in as many counterparts as may be necessary, each of which so signed will be deemed to be an original and each copy sent by electronic facsimile transmissions will be deemed to be an original, and such counterparts together will constitute one and the same instrument and notwithstanding the date or dates of execution will be deemed to bear the date as first above written.

IN WITNESS WHEREOF the parties have executed this Agreement with effect as of the date first above written.

PERFECTMIND INC.

CITY OF Clayton Missouri

Per: _____
(Signature of PerfectMIND Authorized Signatory)

Per: _____
(Signature of Customer Authorized Signatory)

Name: _____
(Please Print PerfectMIND Signatory's Name)

Name: _____
(Please Print Customer Signatory's Name)

Title: _____
(Please Print PerfectMIND Signatory's Title)

Title: _____
(Please Print Customer Signatory's Title)

EXHIBIT A
Platform Use fees

PLATFORM

The fees for the Platform use will be as follows:

Year One (from Sep 20, 2016 to Sep 19, 2017): \$58,308

Year Two (from Sep 20, 2017 to Sep 19, 2018): \$58,308

Year Three (from Sep 20, 2018 to Sep 19, 2019): \$58,308

Year Four (from Sep 20, 2019 to Sep 19, 2020): \$58,308

Year Five (from Sep 20, 2020 to Sep 19, 2021): \$58,308

EXHIBIT B

Statement of Work

Scope/Project Management and Planning

PerfectMIND will be responsible for planning and managing the project, using best practices generally recognized as good project management methodology, and designating a Project Manager for the project, who will be responsible for:

- Adherence to the project scope and schedule
- Management of work activities including system design and installation, system configuration, data conversion, testing and quality assurance, administrator and end-user training, and go-live support
- Coordination of resources, work sessions, and training
- Communications
- Managing project issues and issue tracking
- Status reports
- Available for status calls to provide updates
- Working with the designated Customer project manager
- Deliverable acceptance and sign-off

The frequency and other details of status reports will be agreed upon during the discovery phase. In addition to the Project Manager, PerfectMIND will assign appropriate staff to complete the deliverables described in this Statement of Work, including at minimum: system installation, software configuration, data conversion, testing, administration and end-user training and go-live support.

Timeline

Customer is planning to implement the solution with the following estimated timeline. PerfectMIND is expected to recommend an overall implementation plan and timeline based on their experience with implementations of similar scope and complexity.

Sep 2016	Contract Signature
Sep-Oct 2016	Project kick off
Oct-Nov 2016	Project Initiation (Discovery)
Nov - Dec 2016	Software Configuration and Reports
Feb 2017	User Acceptance Testing
January 2017	Data Conversion
February 2017	Training and Documentation
March-May 2017	Go-live

Technical Requirements

PerfectMIND will provide a SaaS solution, the only requirement for operating and using the proposed solution will be broadband internet connection and access to the internet via a web browser with all standard browsers being supported (recommended browsers will be communicated to Customer during the implementation phase).

PerfectMind must integrate its authentication system with the City of Clayton's Active Directory Federated Services (ADFS) Portal for Single Sign On (SSO) before going live. The City will provide PerfectMind the URL for its ADFS proxy portal, and all request for access will be redirected here for authentication. This authentication will be used for SSO, and at no other point will a City user be required to enter credentials into any other service. This will allow all user authentications to occur against the City's Active Directory environment, without exposing it to any PerfectMind system across the public Internet.

Customer Testing

PerfectMIND will develop a test plan for Customer that covers system and functional, testing. After all of the components of the system have been completed, Customer will conduct system and functional testing. Customer will report any defects to PerfectMIND immediately for correction. If any defects are found, PerfectMIND will provide a plan to achieve acceptance or to make corrections or replacements.

Training

PerfectMIND will provide full training to system administrators and trainers (number of system administrator and trainers to be determined at the discretion of Customer). PerfectMIND will develop a training plan for Customer to fully prepare the system administrators to support the system. The training plan will include:

- In-depth understanding of the system functionalities, including:
 - Security Settings
 - Workflow Development
 - Report Development
 - Software Configuration
- A review of best practices in the configuration and use of the system.
- Training sessions on different modules of the system, including:
 - Contact/Account Management
 - Store/Point of Sale Training
 - Membership Management
 - Attendance Tracking
 - Billing Management
 - Activity/Program Registration
 - Facility Rental
 - Appointments and Private Lesson scheduling
 - Marketing
 - Staff Management
 - Accounting

- Document Template creation and configuration

- Troubleshooting

PerfectMIND will provide technical assistance to Customer's IT staff on the operation of the system. PerfectMIND will investigate and troubleshoot any technical issues with the system that Customer's IT staff report to PerfectMIND.

Post-live Support

PerfectMIND will provide full application support during the week of go-live. PerfectMIND's project team will be available to provide go-live and post go-live support. The resource(s) will be accessible by phone and email to the system administrators.

Future Services

The ability to provide the services/products in this section may be required in the future. Customer may request to add similar services or products in the future, including but not limited to:

- New features or;
- Features that were identified as Custom
- Additional Reports

and such similar services and products will be provided by PerfectMIND upon PerfectMIND and Customer negotiating and entering into Statements of Work providing for same.

Deliverables and Service Acceptance

Customer designee will formalize the acceptance of the service via written acceptance of the following acceptance forms:

Acceptance Form A- Project Kickoff (Milestone 1)

Purpose

The purpose of the Project Kickoff Acceptance Form is to confirm that the project kickoff has occurred and the following deliverables are completed.

Deliverables

- Contract signature and execution
- Planning of the project kickoff/discovery session
- Resourcing and scheduling for the discovery phase
- Preliminary review of the requirements by the project team prior to the first meeting
- Creation of live production environment, which includes at a minimum:
 - Setup of Customer’s production environment on the cloud
 - System setups including backups and retentions
 - Database security setup
 - Setup of the monitoring tools and systems on Customer’s database
 - Basic configuration of the database with Parks and Rec Modules

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form B - Project Initiation (Milestone 2)

Purpose

The purpose of the Project Initiation Acceptance Form is to confirm that the project initiation is complete.

Deliverables

- Discovery phase, which will inform the detailed work breakdown structure and includes:
 - Existing database system discovery
 - Business process review and gap analysis
 - Activity registration overview
 - Facility configuration overview
 - Membership management overview
 - Store and point of sale overview
 - Marketing overview
 - Accounting configuration

The Discovery phase may involve multiple meetings and communications to clarify and assist PerfectMIND in understanding the above areas further.

- Project work breakdown structure includes:
 - Tasks and durations
 - Scheduling
 - Resourcing and assignments
 - Dependencies
- Initiation of tasks listed under “Scope/Project Management and Planning” above, which includes:
 - Communications requirement
 - Project reporting requirements including the frequency and details of the status reports
 - Issue list/tracker requirements

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form C – Software Configuration and Reports (Milestone 3)

Purpose

The purpose of the Software Configuration and Reports Acceptance Form is to confirm that the software and reports configuration is complete.

Deliverables

- Application configuration and setup
- Security and roles configuration
- Setup workflows and business rules
- Configuration and creations of the reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____
Title: _____

(PerfectMIND): _____ Date: _____
Title: _____

Acceptance Form D – Data Conversion (Milestone 4)

Purpose

The purpose of the Data Conversion Acceptance Form is to confirm that the data converted is complete and Accepted by Customer.

Deliverables

The data conversion is completed and Accepted by Customer.

Acceptance Criteria:

PerfectMIND has provided a detailed Data Conversion Plan that, at a minimum includes:

- Description of PerfectMIND’s data conversion methodology and tools
- Identification of data sources
- Method of supplying data
- Conversion schedule, including on-site and webinar reviews and planned iterations test conversions
- Roles and responsibilities, resources required
- Testing process
- Issue reporting process
- Documentation to be used for field mapping from legacy data sources to the system’s database
- Documentation to be used for data transformations from legacy data code tables to system’s database code tables
- Options for treatment of exceptions
- Final data conversion timetable that includes the minimum number of data conversion iterations

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form E – User Acceptance Testing (Milestone 5)

Purpose

The purpose of the User Acceptance Testing Form is to confirm that the system testing is complete and the system is functional.

Deliverables

The test plan including test scripts, schedule, roles and responsibilities, and definitions of passed/failed test is provided to Customer and Customer is coached through the testing phase. Customer will conduct a complete test on the system to ensure the following is tested and passed:

- System functions
- Work flows and business rules
- Reports

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form F - Training (Milestone 6)

Purpose

The purpose of the Training Acceptance Form is to confirm that the training is complete.

Deliverables

The training plan is complete and specifies the training schedule and curriculum for the recipients of system administrator training and end-user training.

Customer will confirm the following:

- System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes.
- System administrators are able to complete new configuration items with minimal assistance from PerfectMIND.
- End users have been trained on all aspects of the system and can complete tasks within the system.
- Training materials and online learning center access have been delivered.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Acceptance Form G - Go-Live (Milestone 7)

Purpose

The purpose of the Final Acceptance Form is to confirm that the system is operational.

Deliverables

The final data conversion has been completed and the system is pushed to the Production environment.

The work was completed on _____ and accepted by Customer.

Accepted by:

(City of _____): _____ Date: _____

Title: _____

(PerfectMIND): _____ Date: _____

Title: _____

Fee Payment Schedule

Schedule Target Dates (All dates are subject to change based on “Project Initiation Phase”)	Milestones & Deliverable	Amount	Payment Date
Sep 1, 2016	Upon signing of the agreement <ul style="list-style-type: none"> • Contract Signature and Execution • Payments due: – 	\$19,297.5	Upon signing of the Agreement (Implementation fee)
Sep – Oct 2016	Project Kick off (Milestone 1) <ul style="list-style-type: none"> • Planning of the project kick off/discovery session • Resourcing and Scheduling for the discovery phase • Preliminary review of the requirements by the project team prior to the first meeting • Creation of the live production environment 	\$19,297.5	Upon completion of Acceptance Form A (Implementation fee)
Oct - Nov 2016	Project Initiation (Milestone 2) <ul style="list-style-type: none"> • Discovery phase • Project work breakdown structure • Initiation of tasks listed under “Scope/Project Management and Planning” 	\$19,297.5	Upon completion of Acceptance Form B (Implementation Fee)
Nov-Dec, 2016	Software Configuration and Reports (Milestone 3) <ul style="list-style-type: none"> • Application configuration and setup • Security and roles configuration • Setup workflows and business rules Configuration and creations of the reports	\$19,297.5	Upon completion of Acceptance Form C (Implementation Fee)

Jan 2017	<p>Data Conversion Acceptance Testing (Milestone 4)</p> <ul style="list-style-type: none"> • Data Conversion 	\$19,297.5	Upon completion of Acceptance Form D(Implementation Fee)
Feb 2017	<p>User Acceptance Testing (Milestone 5)</p> <ul style="list-style-type: none"> • System functions • Work flows and business rules • Reports 	\$19,297.5	Upon completion of Acceptance Form E (Implementation Fee and First Year Subscription Fee)
Jan- Feb, 2017	<p>Training (Milestone 6)</p> <ul style="list-style-type: none"> • System administrators have been trained on all aspects of system configuration, individual and role-based security profiles, enterprise silo security settings and configurations, document template creation, and report queries and changes. • System administrators are able to complete new configuration items with minimal assistance from PerfectMIND. • End users have been trained on all aspects of the system and can complete tasks within the system. • Training materials and online learning center access have been delivered 	\$19,297.5	Upon completion of Acceptance Form F(First Year Subscription Fee)
Mar – May , 2017	<p>Go-live (Milestone 7) The system is pushed to the Production environment.</p>	\$19,297.5	Upon completion of Acceptance Form G(First Year Subscription Fee)
Total		\$154,308	Implementation Fees and First Subscription fee

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND in providing Professional Services. Customer will pay to PerfectMIND \$550/day for each employee or subcontractor of PerfectMIND who attends Customer's site and will reimburse PerfectMIND for the flight cost for the employee or subcontractor.

EXHIBIT C
PerfectMIND Rate for Professional Services

Optional Services	Unit Price	Description
Importation of Data	\$150/hr	Upon termination of this Agreement, PerfectMind shall supply to Customer a basic export of the complete data in a format suitable for importation. Anything beyond will be charged at this rate.
Professional Services	\$150/hr	Services outside the agreed to Statement of Work that requires additional resourcing to accommodate Customer's requests (other than development/programming).
Integration to third party software	\$250/hr	Processing Integration with the Customer's preferred payment processor.
Training	\$150/hr	Any future additional training requested outside the Statement of Work.
Development	\$250/hr	Services outside the agreed to Statement of Work that requires additional development (programming).

The above fees do not include any travel, living or any other out-of-pocket expenses incurred by PerfectMIND in providing Professional Services. Customer will pay to PerfectMIND \$550/day for each employee or subcontractor of PerfectMIND who attends Customer's site and will reimburse PerfectMIND for the flight cost for the employee or subcontractor.

EXHIBIT D

Service Levels

1. Platform Uptime.

The Platform will achieve a system uptime performance level of 99.9% during the Operation Hours on an annual basis inclusive of any downtime caused by the underlying telecommunication services provider. In this Exhibit, "Operation Hours" means 6 am to midnight Pacific Time, seven days a week.

PerfectMind will only be responsible for its Platform uptime performance levels and will not be responsible for any failure due to a failure of Customer's system(s) or a Force Majeure event as described in this Agreement, and such failures shall not be counted against PerfectMind's required system uptime performance levels.

PerfectMind may, upon not less than seven (7) days' prior written notice to Customer, which may be email notification, cause the Platform to be unavailable for a period of time not to exceed 12 consecutive hours ("Planned Maintenance"). Planned Maintenance will be performed during the Maintenance Window, and not more than once per week, unless any such Planned Maintenance is a result of urgent events outside of PerfectMind's direct control in which case PerfectMind will provide as much notice as is practicable. Planned Maintenance will apply against PerfectMind's required uptime performance level unless (i) it is conducted during the Maintenance Window; or (ii) it is as result of remedial work necessary to address a material defect with third party software such as Microsoft® operating system or SQL server. In this Exhibit D, "Maintenance Window" means between 12:01 am and 6:00 am Pacific Time on any day.

If the Platform does not achieve the uptime performance level provided above during a twelve (12) month Performance Period, then Customer may request PerfectMind to issue to Customer a credit equal to \$25 for every hour or portion thereof of downtime in excess of what is permitted by the performance level ("Performance Credit"). If the uptime performance level falls below 95% uptime in two of any three consecutive months, or if any month the performance level is less than 90% uptime, then Customer shall have the right to terminate this Agreement for cause with 30 days' prior written notice.

To request Performance Credit, Customer shall deliver to PerfectMind notice in writing, no later than thirty (30) days after the last day of a Performance Period, during which the availability of the Platform fell below the uptime performance level provided above, specifying the number of hours for which Performance Credit is requested. In this Exhibit, a Performance Period is the twelve (12) month period commencing on the date of this Agreement or on each subsequent one-year anniversary of the date of this Agreement.

To the extent that PerfectMind does not receive timely notice from Customer as provided above, PerfectMind shall have no further obligation to provide Customer with any Performance Credit and Customer shall be deemed to have waived and released PerfectMind from any and all claims related to Customer's use or non-use of the Platform during the applicable Performance Period.

2. Technical Support.

Following the reporting of a problem by Customer's technical support personnel either via phone call or email PerfectMind's technical support, PerfectMind will respond to the problem in accordance with the incident level and provide a fix to the problem all in accordance with the table set forth below:

24x7x365 Technical Support		
Description	Response time	Resolution Time
Customer report an incident via phone, email, or chat	A live agent will immediately discuss the issue with Customer	85% of the incidents are currently addressed on the first call
The initial call requires escalation to Level II	The initial call will be transferred to a Sr. live agent to further discuss the incident with the customer	95% of the escalated calls to level II are addressed within the first call
The escalated call to Level II requires escalation to the Development team	Level II agent create a case for the development team to further investigate the incident	Resolution time will follow the SLA table below

Service Level Agreement		
Incident Level	Description	Resolution Time
Critical	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - Complete inability to use the Platform; or - A reoccurring temporary inability to use the Platform 	Within the <u>same business day</u>
High	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A significant degradation of the significant features or functions available or the Platform - Recent modifications to the Platform cause some significant features or functions to operate inconsistently 	Within <u>24 hours</u>
Low	This incident level is attained when the following conditions are met: <ul style="list-style-type: none"> - A minor degradation of some significant features or functions; or a degradation of some secondary features or function occurs 	These issues will be reviewed and prioritized according to the severity of the issue. An accurate estimate will be provided to the customer within a week after the incident is reported

EXHIBIT E

Platform Features and Functionalities

PerfectMind's Platform will include the following features and functionalities:

- **Built-In Reporting Engine**
A built-in reporting engine to help the customer to create reports.
- **Integrated Workflow Engine**
Generate workflows to streamline your team's processes and communications
- **Business App Store**
PerfectMind is adaptable through our community-driven App Store.
- **Open API**
Having access to an adaptable integration with external apps allows fluid interconnectivity and collaboration across platforms
- **Data Security, Auditing and Permissions**
The ability to control app-level access, user auditing, user time limits, specific IP access, as well as group- and role-based data permissions.
- **Multi-Site Management & Reporting**
To allow client to manage multiple sites from one account.
- **24/7 Customer Service**
PerfectMind provides 24x7 operation support using live agents/chat/email.

Recreation Management Features:

- **Facility booking and Scheduling**
PerfectMind booking takes care of conflict and contract management, recurring bookings, equipment and rental inventory, capacity management and more. Your staff and your members can schedule events online or on-site. PerfectMind lets you manage facility dependencies, availability, and multiple rates. Customers can book using desktop, tablet or mobile devices on all popular web browsers.
- **Membership Management**
This allows you to manage families, multiple memberships, and related contacts.
- **Document Management**
You can create, save, print, upload and manage your documents for your organization in the cloud. Sign waivers, contracts, and other documents electronically with a digital signature and store them safely in the cloud.
- **Staff Management**
You can view all your staff schedules in one master calendar. PerfectMind provides your staff with the ability to make their own schedule and to adjust availability for vacations and time off. Manage staff wages, commissions, hours, availability and much more. Restrict access permissions for users and groups to improve security.
- **Activity Registration**
Online or on-site registration for all types of bookings including courses, private lessons, drop-in and flexible registrations to accommodate your needs. Intelligent conflict management gives you the flexibility to readily make changes to events.

- **POS and Inventory Management**
To sell products, service or event online or on-site using cutting-edge features within inventory and sales management. Track purchase orders and inventory.
- **Attendance Tracking and Check-in**
Allow customers to scan or check themselves in at the front desk using a kiosk, or manually check-in with a staff member. Improve retention with live class statistics, and much more. Guest check-ins allow for quick processing to non-members or during busy periods.
- **Calendar**
Flexible, multi-functional calendar with drag-and-drop functionality to make changes and updates to events, activities and facility booking. You can also view multiple facilities, locations and courses.
- **Marketing**
A built-in, fully-functional email solution replaces the need for any additional email applications so you can streamline your marketing for programs, campaigns, and personalized operation emails. Increase signups and enrolments using loyalty and referral programs. You can also have access to simple and customizable landing pages and lead-capture forms.
- **Task Management**
To schedule automated and recurring tasks with alerts to stay up-to-date organized and focused. Set reminders based on predefined or custom triggers
- **Reports**
PerfectMind's built-in reporting engine enables you to create, customize and run reports. Create and schedule custom financial, attendance, utilization, and marketing reports all from the same interface. View real-time analytics and historical data in tabular or graphical format. All reports can be exported for use in a third-party application.
- **Account management**
To keep track of your clients and contacts including organizations and families



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER
DALE L. HOUDSHELL, P.E., DIRECTOR OF PUBLIC WORKS
DATE: AUGUST 23, 2016
RE: ORDINANCE - APPROVING A TASK ORDER IN ACCORDANCE WITH THE
2016-2019 CITY OF CLAYTON ON-CALL CONTRACT WITH HORNER &
SHIFRIN, INC. FOR DESIGN SERVICES RELATED TO FY2017 RESIDENTIAL
RESURFACING PROJECT

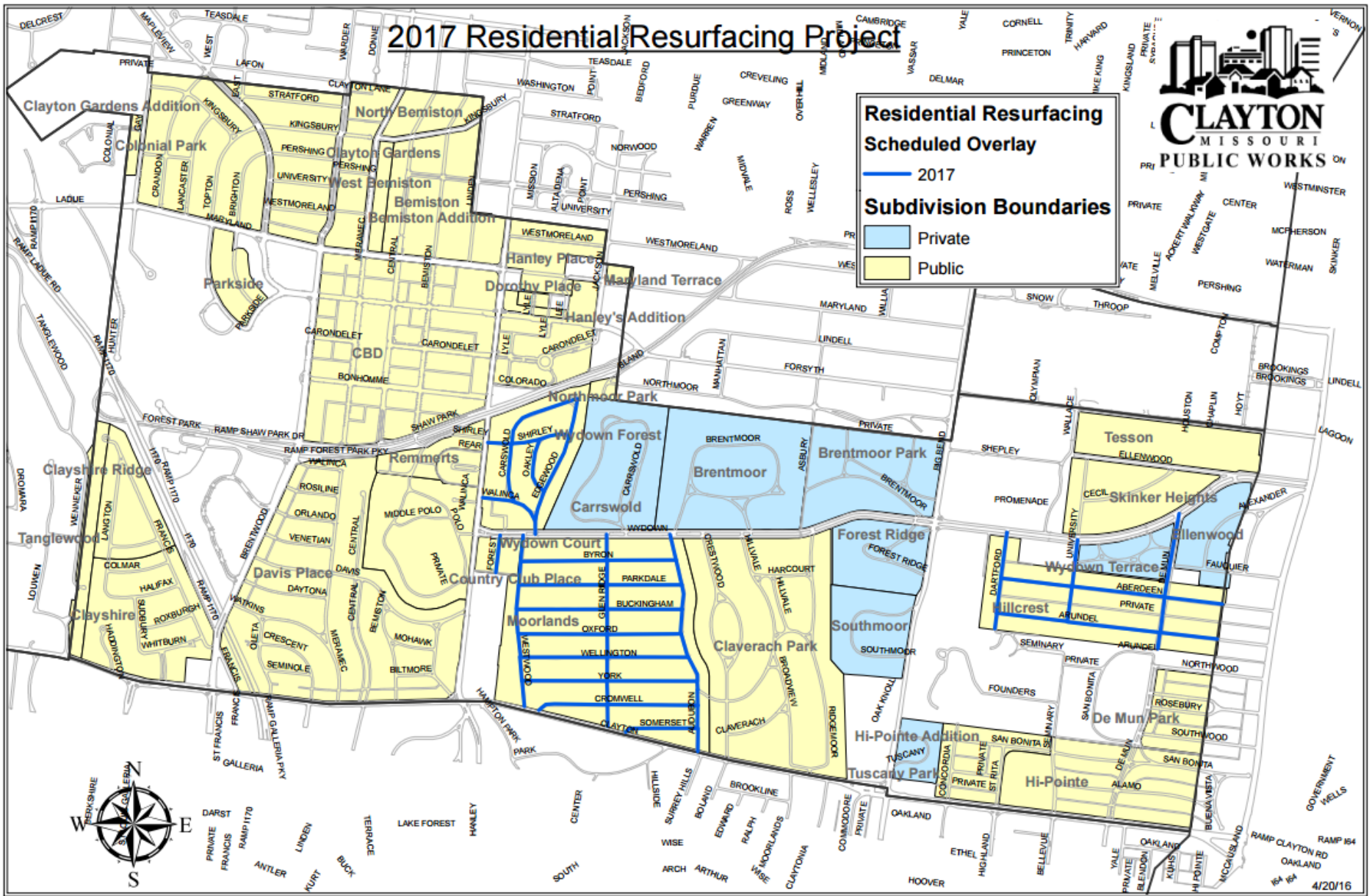
The Public Works Department is requesting approval of a consultant design Task Order for the FY2017 Residential Resurfacing Project. This project will include the below improvements for the Wydown Forest, Moorlands, and Hillcrest neighborhoods as approved in the 2014 Bond Issue.

This project will include replacement of 141 curb ramps that are not compliant with current federal ADA requirements, the replacement of substandard curb & gutter, minimal storm sewer installation, base repair where necessary, and the removal and replacement of two inches of asphalt surface.

Public works staff has recommended Horner & Shifrin, Inc. from the City's 2016-2019 On-Call Consultant List to perform this work and have negotiated the attached Task Order scope and fee. This design will include 38 previously designed curb ramps (by Horner & Shifrin) for the Hillcrest neighborhood (which was delayed to 2017 at the request of the residents).

Public Works is requesting approval of the design fee of \$113,411.00 in addition to a design contingency of \$11,300 (~10%) for utilization in the event of unforeseen circumstances, upon approval by the Director of Public Works. This project is included in the FY2016-FY2017 CIP budget and there are sufficient funds for this project.

STAFF RECOMMENDATION: Approve the Task Order (#1) with Horner & Shifrin, Inc. in the amount of \$113,411.00, plus a design contingency of \$11,300 (total of \$124,711.00) for the design of the FY2017 Residential Resurfacing Project.



BILL NO. 6570

ORDINANCE NO.

AN ORDINANCE APPROVING A TASK ORDER IN ACCORDANCE WITH THE 2016-2019 CITY OF CLAYTON ON-CALL CONTRACT WITH HORNER & SHIFRIN, INC. FOR DESIGN SERVICES RELATED TO FY2017 RESIDENTIAL RESURFACING PROJECT

WHEREAS, the City desires to resurface the streets in the Wydown Forest, Moorlands, and Hillcrest Subdivisions; and

WHEREAS, Horner & Shifrin, Inc., one of the On-Call providers previously established through the City's qualification-based vetting process, was selected for design related to the resurfacing project based on their experience, skill and qualifications for the tasks required for the project;

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

Section 1. The City Manager of the City of Clayton, Missouri is hereby authorized to execute on behalf of the City a Task Order with Horner & Shifrin, Inc., in an amount not to exceed One-Hundred and Thirteen Thousand Four Hundred and Eleven Dollars and Zero Cents (\$113,411.00) in substantially the form attached hereto as Exhibit A and incorporated herein by reference and the City Clerk is authorized and directed to attest such signature and to attach the official seal of the City of Clayton to said Task Order.

Section 2. The City Manager or his designated representative is authorized to execute Change Orders in an amount not in excess of Eleven Thousand and Three Hundred Dollars (\$11,300).

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

Passed this 23rd day of August, 2016.

Mayor

ATTEST:

City Clerk



ENGINEERING ON-CALL SERVICES – TASK ORDER

Department of Public Works

10 N. Bemiston Ave. • Clayton, MO 63105 • Phone (314) 290-8540 • Fax (314) 863-0296

Consultant	Horner & Shifrin, Inc.
Task Order #	1
Category	Roadway, Alleys, Sidewalks, and ADA
Project	FY2017 Residential Resurfacing - Design
Scope	See attached Exhibit A
Fee	\$124,711 (see attached for add. details)

This Task Order is for services to be performed in accordance with the previously executed Engineering On-Call Service Contract ("Agreement") dated May 25, 2016 between the City of Clayton, MO ("City") and Horner and Shifrin, Inc. ("Consultant"). The services to be included in this Task Order are generally described as:

1. Preparation of PS&E for the above project to include survey, mill/overlay, curb replacement, ADA curb ramp design, special provisions, and cost estimate for Hillcrest, Wydown Forest and Moorlands Subdivisions.

Consultant shall perform services for the project described above as detailed in the attached Exhibit A (Scope of Work) which is incorporated herein as though more fully set out herein and in the Agreement. This Task Order shall not be binding until it has been fully executed by both parties. Upon execution, this Task Order shall supplement the Agreement as it pertains to the project described above.

This Task Order is executed this _____ day of _____, 20 16.

Submitted By:
Horner and Shifrin, Inc.

Approved By:
City of Clayton, Missouri

Jarrett O. Jasper, Associate Vice President

Name and Title

Name and Title

J.O.J.

Signature

Signature

7/26/16

Date

Date

EXHIBIT "A" - TASK ORDER NO. 01

LIST OF PROPOSED MAJOR TASKS

PROJECT MANAGEMENT AND GENERAL TASKS

- Management and Administration of Project
- Quality Control/Quality Assurance

CONSTRUCTION PLANS

- Site Visits
- Survey 103 Curb Ramp Areas, Topographic Survey Only (see maps within Exhibit "A")
- Design 103 Curb Ramps
- Incorporate 38 Curb Ramps Previously Designed by H&S within the Hillcrest Subdivision
- Drainage Analysis at Curb Ramps
- Mill & Overlay Limits at the Following Subdivisions (see maps within Exhibit "A"):
 - Wydown Forest
 - Moorlands
 - Hillcrest (Previously Designed)
- Pavement Patching, Curb & Gutter and Driveway Approach Replacements
- Manhole & Street Valve Locations
- Plan Sheet Development
- Curb Ramp Detail Sheets
- Pavement Markings & Traffic Control
- Quantities
- Construction Cost Estimate
- Develop Final Plans, Specifications, & Estimate
- PROWAG Non-Compliance Summary
- Utility Coordination

NOTES DEFINING SCOPE AND EXCLUSIONS FROM SCOPE OF PROJECT

- Scope of project includes survey of 103 curb ramp locations and design of 103 new PROWAG-compliant curb ramps at those locations.
- Incorporate 38 curb ramps and other improvements previously designed by H&S within the Hillcrest Subdivision.
- Pavement patching quantity to be provided by the City; site review of pavement condition will not be conducted.
- Design of storm drain inlets is not included.
- A boundary survey will not be completed for the entire project limits; topographic survey will be completed at existing & proposed curb ramp locations only.
- It is assumed that all work will be completed within existing right-of-way and easements will not be acquired.
- Public involvement & meetings are not included.
- Attendance at City Council meetings will not be required.
- Curb ramp details will include individual curb ramp design showing maximum allowable grades (elevations will not be included), length and slope of ramp, landings, adjacent sidewalk, and proposed slopes along the gutter.

- General traffic control plans will be developed.
- Traffic signals will not be impacted by the proposed construction; design of signal revisions is not included.
- Erosion control plans will not be prepared.
- Technical specifications to be provided by City (if needed), City will provide front-end contract documents.
- Design and construction shall be in accordance with St. Louis County and City of Clayton standards.
- Utility coordination will include contacting local utility companies to determine location of existing facilities. Relocation of utilities is not anticipated or included in the design.
- Utility coordination meetings will not be conducted for the project.
- MSD coordination, and approval, will be required for adjustments of manholes and inlets only. New drainage facilities will not be designed.
- Proposed improvements will not encroach into St. Louis County ROW; coordination with STL County will not be required.
- Tree root analysis or remediation is not included in scope.
- Landscaping disturbed during construction will be replaced by the Contractor; landscaping design is not included in the engineering scope of services.
- Geotechnical investigations will not be conducted.
- NEPA (Environmental) documents will not be required for project.
- Deliverables to the City, including bid documents, will be in PDF format.
- Construction services will not be provided by Horner & Shifrin, all construction related work will be the responsibility of the City.

SCHEDULE

- Notice to Proceed - August 11, 2016
- Survey Complete - September 8, 2016
- Design to City for Review – December 16, 2016
- Address Comments/Final PSE – January 31, 2017

* * * * *

By: **Horner & Shifrin, Inc.**
July 26, 2016

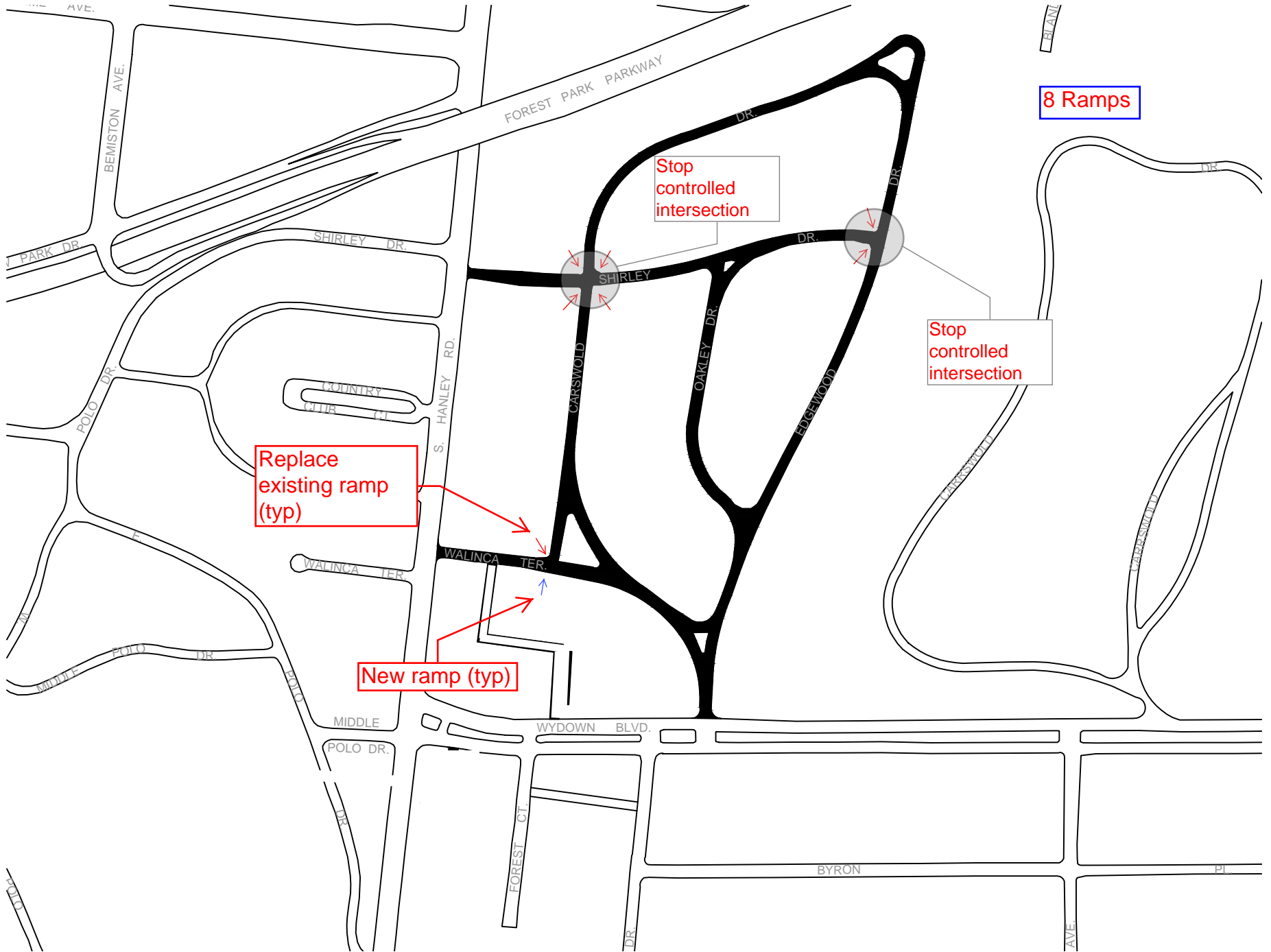
8 Ramps

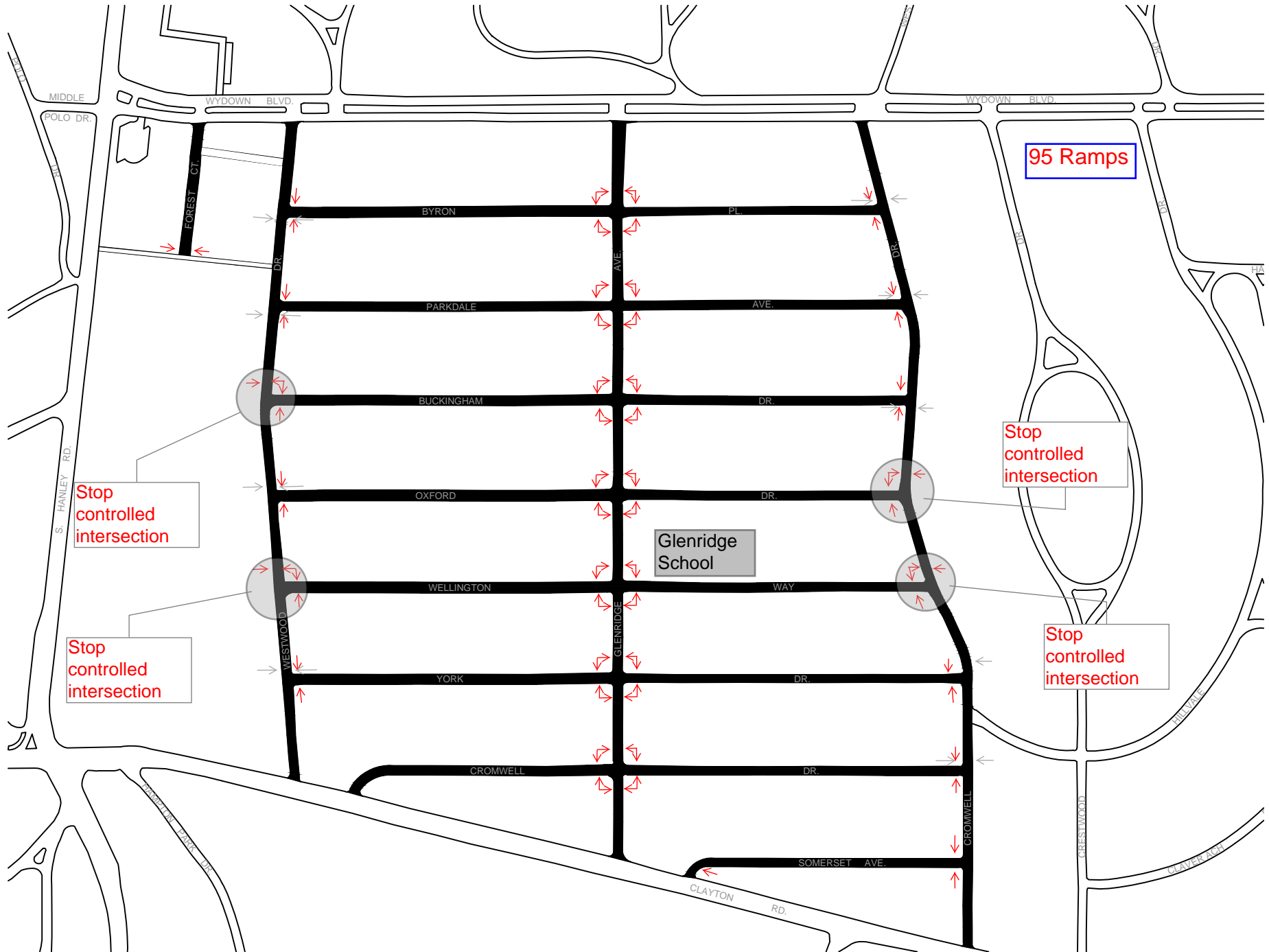
Stop controlled intersection

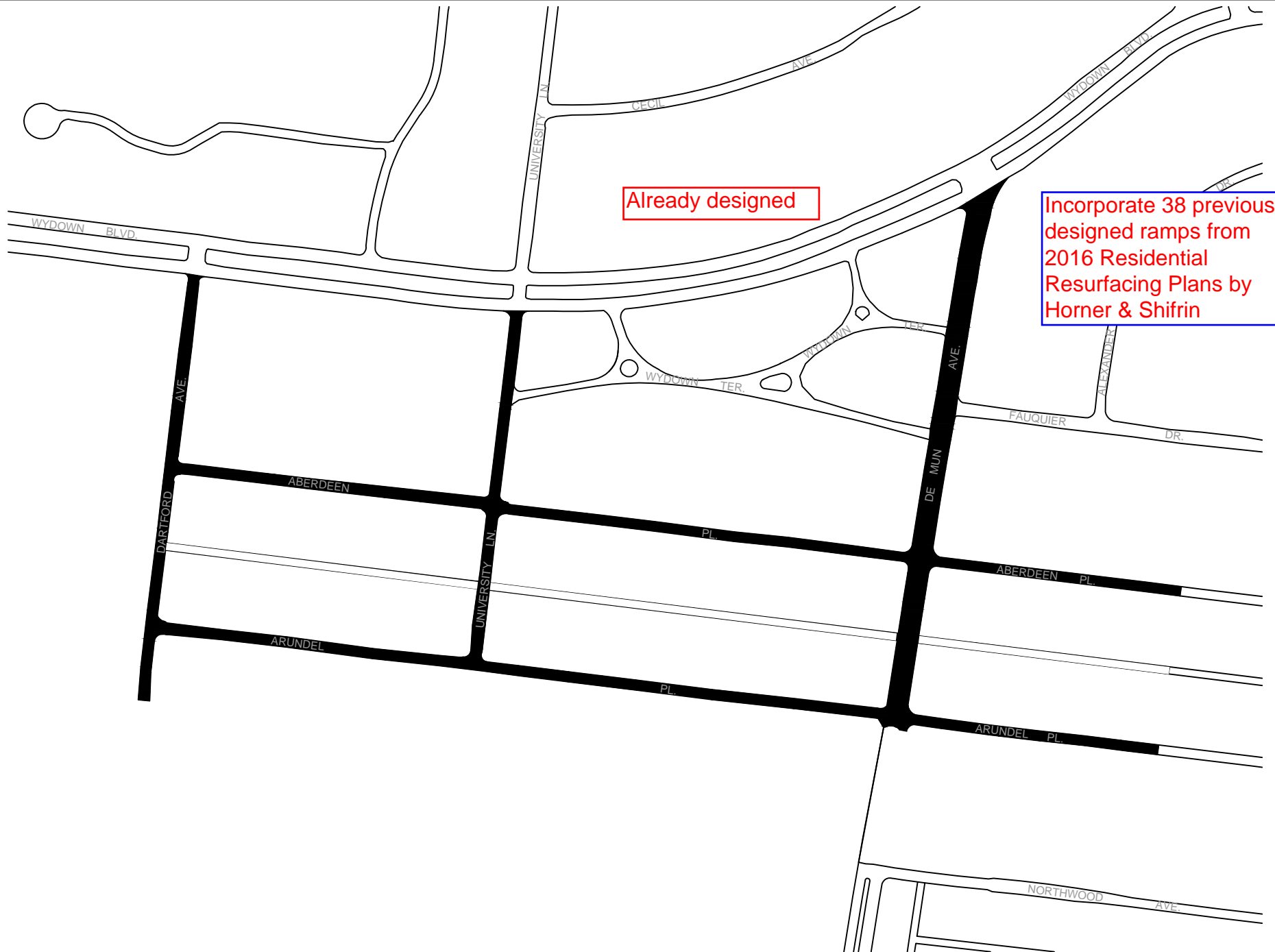
Stop controlled intersection

Replace existing ramp (typ)

New ramp (typ)







Already designed

Incorporate 38 previously designed ramps from 2016 Residential Resurfacing Plans by Horner & Shifrin

Subject:	Clayton 2017 Residential Resurfacing Project	
Job No.:	P160258	
File:		
By:	JDJ/BSJ	Date: July 26, 2016



TASK ORDER NO. 01
Clayton 2017 Residential Resurfacing Project, City of Clayton, MO
HORNER & SHIFRIN FEE ESTIMATE

TASK	Principal	Proj. Mgr.	Proj. Engr.	Des. Engr.	Land Surv.	Surv. Tech.	Hours	Cost
	TP1	TP3	TP8	TP12	SU2	SU4		
Hourly Rate =	\$196.00	\$174.00	\$115.00	\$79.00	\$116.00	\$69.00	Total	Total
MANAGEMENT, ENGINEERING, AND SURVEY								
PROJECT MANAGEMENT:								
Project Management	2	28		4			30	\$5,264
Meetings with City (2)		8	8	4			20	\$2,628
Quality Control/Quality Assurance	2	10	18	12			42	\$5,150
PRELIMINARY & FINAL DESIGN:								
Site Visits for Curb Ramps		4	16	16			36	\$3,800
Curb Ramp Design (103)		12	34	136			182	\$16,742
Incorporate Previously Designed Curb Ramps (38)		1	2	12			15	\$1,352
Drainage Analysis at Curb Ramps		1	8	16			25	\$2,358
Pavement Core Review & Analysis		1	3				4	\$519
Mill & Overlay Limits (2" Nominal)		1	3	6			10	\$993
Curb & Gutter Replacement Limits - Site Visit		1	8	12			21	\$2,042
Manhole & Valve Locations - Site Visit		1	8	12			21	\$2,042
Street Cross Slope - Site Visit		1	8	12			21	\$2,042
Title Sheet			1	1			2	\$194
Typical Sections		1	2	6			9	\$878
General Notes			1	1			2	\$194
Quantity Tables		1	4	16			21	\$1,898
Site Plan		1	2	16			19	\$1,668
Plan Sheets (Overlay, Curb Ramp Locations, Manholes, and C&G)		2	12	48			62	\$5,520
Curb Ramp Details		4	32	128			164	\$14,488
Standard & Special Details		1	1	4			6	\$605
Pavement Marking		1	2	6			9	\$878
Traffic Control Plans		0.5	1	2			3.5	\$360
Pavement Core Map		0.5	1	4			5.5	\$518
Pavement Core Summary Table		0.5	2	6			8.5	\$791
Quantity Takeoff		2	10	36			48	\$4,342
Construction Cost Estimate		1	6				7	\$864
Utility Coordination		1	2	8			11	\$1,036
MSD Coordination & Submittal		2	4	12			18	\$1,756
Address Review Comments from City		4	12	24			40	\$3,972
Final Plan Development		2	10	24			36	\$3,394
Specifications & Bid Documents		2	4	2			8	\$966
PROWAG Non-Compliance Summary			1	2			3	\$273
Submittals		1	2	6			9	\$878
Pre-Construction Meeting			3				3	\$345
							Subtotal Design (A)	\$90,750
SURVEY:								
Field Survey (103 Curb Ramps)					14	103	117	\$8,731
Office Work					103	14	117	\$12,914
							Subtotal Surveying (B)	\$21,645
REIMBURSABLES:								
Travel for Engineering & Surveying (20 trips x 20 miles x \$0.54/mile)								\$216
Printing (2 MSD Submittals - 12 full-size sets)								\$800
							Subtotal Reimbursables (C)	\$1,016
							Subtotal (A+B+C)	\$113,411
CONTINGENCY:								
Design Contingency								\$11,300
TOTAL	4	96.5	231	590	117	117	1155.5	\$124,711

Notes:

- Scope of project includes survey of 103 curb ramp locations and design of 103 new PROWAG-compliant curb ramps at those locations.
- Incorporate 38 curb ramps and other improvements previously designed by H&S within the Hillcrest Subdivision.
- Pavement patching quantity to be provided by the City; site review of pavement condition will not be conducted.
- Design of storm drain inlets is not included.
- A boundary survey will not be completed for the entire project limits; topographic survey will be completed at existing & proposed curb ramp locations only.
- It is assumed that all work will be completed within existing right-of-way and easements will not be acquired.
- Public involvement & meetings are not included.
- Attendance at City Council meetings will not be required.
- Curb ramp details will include individual curb ramp design showing maximum allowable grades (elevations will not be included), length and slope of ramp, landings, adjacent sidewalk, and proposed slopes along the gutter.
- General traffic control plans will be developed.
- Traffic signals will not be impacted by the proposed construction; design of signal revisions is not included.
- Erosion control plans will not be prepared.
- Technical specifications to be provided by City (if needed), City will provide front-end contract documents.
- Design and construction shall be in accordance with St. Louis County and City of Clayton standards.
- Utility coordination will include contacting local utility companies to determine location of existing facilities. Relocation of utilities is not anticipated or included in the design.
- Utility coordination meetings will not be conducted for the project.
- MSD coordination, and approval, will be required for adjustments of manholes and inlets only. New drainage facilities will not be designed.
- Proposed improvements will not encroach into St. Louis County ROW; coordination with STL County will not be required.
- Tree root analysis or remediation is not included in scope.
- Landscaping disturbed during construction will be replaced by the Contractor; landscaping design is not included in the engineering scope of services.
- Geotechnical investigations will not be conducted.
- NEPA (Environmental) documents will not be required for project.
- Deliverables to the City, including bid documents, will be in PDF format.
- Construction services will not be provided by Horner & Shifrin, all construction related work will be the responsibility of the City.



City Manager
 10 N. Bemiston Avenue
 Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER (CSO)
 JANET K. WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION
DATE: AUGUST 23, 2016
SUBJECT: ORDINANCE – 3RD QUARTER AMENDMENT TO THE FISCAL YEAR 2016 BUDGET

The City of Clayton reviews and makes adjustments to its budgeted revenues and expenditures on a quarterly basis to respond to changes as the fiscal year progresses and to update the Board regarding budgetary issues. As part of the quarterly budget review, staff is presenting for your consideration the third amendment to the Fiscal Year 2016 (FY16) budget. This amendment consists of various aspects, increases and decreases to General Fund accounts, equipment replacement changes and adjustments to capital projects due to bid results and timing including the transfer of funds for construction.

This amendment maintains a surplus in the General Fund. As a reminder, the 3rd Quarter Financial Report will be on the next meeting's agenda. The proposed amendment is summarized in the table below:

<u>ALL FUNDS</u>	FY 2016 Amended Budget	Amendments Previously Approved	FY 2016 3rd Quarter Amendment Requested	FY 2016 Budget After This Amendment	% Change
Beginning Fund Balance	\$88,644,907			\$88,644,907	
Revenues	\$51,222,642	\$1,372,684	(\$1,356,032)	\$51,239,294	0.0%
Expenditures	<u>\$55,212,296</u>	<u>\$4,699,642</u>	<u>(\$2,994,918)</u>	<u>\$56,917,020</u>	3.1%
Net Change		(\$3,326,958)	\$1,638,886		
Ending Fund Balance	\$84,655,253			\$82,967,181	

Below are further explanations, presented by fund, of the items included in this amendment.

General Fund

Revenue – Net Increase of \$14,500

- Parks & Recreation Revenue – There were strong daily admission sales this year above the amount planned by \$6,500 at the ice rink, and by \$8,000 for Dog Park passes due to opening admission to non-residents.

Expenditures – Net Decrease of \$152,254

- Planning & Development – The City has contracted with an external firm for plan review to prevent delays in project review. The cost for this work for the remainder of this fiscal year is projected to be \$49,000.
- Economic Development & Events – Expenditures were less than planned in the following areas: Staff workload precluded attending planned training for \$3,500, meetings and receptions were less than expected by \$1,000 and there was less event expenditures of \$30,000 due to staff turnover and due to the Symphony event not occurring.
- Fire – There is increased overtime needed of \$26,000 due to illness and injury, and there was a second new hire which added costs of \$7,146 for testing and the purchase of uniforms and gear.
- Ice Rink – Maintenance and repair of structures of \$5,000 and equipment of \$15,500 were less than planned.
- Street Maintenance – Expenditures were less than planned for part-time salaries of \$15,700, maintenance and repair of structures of \$10,000, snow and ice control materials of \$27,000 and crack sealing of \$6,700. Also, injections for Emerald Ash Borer of \$50,000 planned for this year will not occur until next year since the City has joined a consortium of cities for joint purchasing of these services to gain better bid pricing.
- Fleet – Fuel was lower by \$70,000 due to reduced petroleum costs.

Equipment Replacement Fund

Revenue – Net Decrease of \$30,700

- Sale of Assets – There will be a reduction in planned revenue of \$35,700 due to the City's analysis and election to keep the second fire pumper as a shared reserve vehicle. This reduction is partially offset by the receipt of approximately \$5,000 from the sale of a second parking vehicle.

Expenditures – Net Increase of \$37,000

- Vehicles and Equipment – A parking vehicle replacement of \$37,000 is being moved up to purchase a second Jeep this year in an effort to coordinate with the implementation of the new parking system and policies and due to continuing maintenance issues.

Capital Improvement Fund

Revenue – Net Decrease of \$1,339,832

- Bond Transfers-in – Less bond proceeds will need to be transferred-in this year due to positive bid results and the timing of construction for a total reduction of \$1,339,832.

Expenditures – Net Decrease of \$1,539,832

- Oak Knoll Park – The retaining wall and parking lot project construction will not occur until next fiscal year resulting in a reduction of \$200,000 this year.
- Street Resurfacing and Alley Improvements – The bond funded resurfacing projects of Carondelet Plaza of \$688,000, FY16 Resurfacing of \$534,357 which now includes Carondelet resurfacing, and Alley Improvements of \$47,475 are being reduced due to positive bid amounts, combining projects and the timing of projects between fiscal years. Two other projects are being reduced due to the project design only being partially complete this fiscal year which are the FY17 Street Resurfacing and Brentwood Blvd. projects of \$20,000 and \$50,000, respectively.

Debt Service Fund

Expenditure – Net Decrease of \$1,339,832

- Bond Transfers-out – Less bond proceeds will need to be transferred-out this year due to positive bid results and the timing of construction for a total reduction of \$1,339,832.

An ordinance is attached incorporating these recommended amendments to the FY16 budget. Exhibit 1-1 provides a fund summary of the effect of the recommended amendments and the percentage effect of the accumulated amendment on each fund. Exhibit 1-2 lists the individual budget line items in this quarter's amendment.

Recommendation: To approve the attached ordinance adopting an amendment to the FY16 budget with a net effect on the City's fund balances of a net decrease of \$1,638,886.

BILL NO. 6571

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE FISCAL YEAR 2016 BUDGET
AND APPROPRIATING FUNDS PURSUANT THERETO**

WHEREAS, the Board of Aldermen on September 8, 2015, adopted the annual budget for Fiscal Year 2016 commencing October 1, 2015; and

WHEREAS, the Fiscal Year 2016 budget was amended on February 9, 2016, and on May 24, 2016, for significant changes in revenue and expenditures on a fund basis that may affect the budget by year end; and

WHEREAS, the Fiscal Year 2016 budget is to be amended in the 3rd quarter to account for significant changes in revenue and expenditures on a fund basis that may affect the budget by year end; and

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

Section 1. The annual Fiscal Year 2016 (FY16) budget for the City of Clayton, Missouri commencing on October 1, 2015, is hereby amended as reported in Exhibit 1 and summarized below:

	FY 2016 Original Budget	Amendments Previously Approved	FY 2016 3rd Quarter Amendment Requested	FY 2016 Budget After This Amendment
Revenues	\$51,222,642	\$1,372,684	(\$1,356,032)	\$51,239,294
Expenditures	\$55,212,296	\$4,699,642	(\$2,994,918)	\$56,917,020

Section 2. Funds are hereby appropriated as set forth in said Exhibit 1. The expenditure of the funds so appropriated shall be subject to the control of the City Manager.

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

Passed this 23rd day of August 2016.

Mayor

ATTEST:

City Clerk

City of Clayton
3rd Quarter Fiscal Year (FY) 2016 Budget Amendment

EXHIBIT 1-1

Fund	Fund Name	Type	FY 16 Original Budget	1st Quarter Amendment	2nd Quarter Amendment	3rd Quarter Amendment	FY 16 Budget After Amendment	% Change
10	General	Beginning Fund Balance	16,363,124				16,363,124	
		Revenues	25,780,333	2,000	(132,104)	14,500	25,664,729	-0.4%
		Expenditures	25,774,004	(1,289)	(195,004)	(152,254)	25,425,457	-1.4%
		Ending Fund Balance	16,369,453	3,289	62,900	166,754	16,602,396	1.4%
12	Sewer Lateral	Beginning Fund Balance	130,824				130,824	
		Revenues	91,150	0	0	0	91,150	0.0%
		Expenditures	120,000	0	0	0	120,000	0.0%
		Ending Fund Balance	101,974	0	0	0	101,974	0.0%
45	Special Business District	Beginning Fund Balance	171,340				171,340	
		Revenues	424,194	0	16,000	0	440,194	3.8%
		Expenditures	474,194	0	0	0	474,194	0.0%
		Ending Fund Balance	121,340	0	16,000	0	137,340	13.2%
50	Equipment Replacement	Beginning Fund Balance	3,458,922				3,458,922	
		Revenues	1,464,589	0	8,460	(30,700)	1,442,349	-1.5%
		Expenditures	2,063,498	142,960	16,360	37,000	2,259,818	9.5%
		Ending Fund Balance	2,860,013	(142,960)	(7,900)	(67,700)	2,641,453	-7.6%
60	Capital Improvement Fund	Beginning Fund Balance	3,534,395				3,534,395	
		Revenues	12,783,314	3,149,500	(1,664,328)	(1,339,832)	12,928,654	1.1%
		Expenditures	13,557,697	4,374,500	(2,764,885)	(1,539,832)	13,627,480	0.5%
		Ending Fund Balance	2,760,012	(1,225,000)	1,100,557	200,000	2,835,569	2.7%
All	Debt Service	Beginning Fund Balance	15,404,010				15,404,010	
		Revenues	4,911,220	0	0	0	4,911,220	0.0%
		Expenditures	10,240,963	3,127,000	0	(1,339,832)	12,028,131	17.5%
		Ending Fund Balance	10,074,267	(3,127,000)	0	1,339,832	8,287,099	-17.7%
30	Uniformed Pension	Beginning Fund Balance	35,211,931				35,211,931	
		Revenues	3,960,742	0	0	0	3,960,742	0.0%
		Expenditures	2,296,200	0	0	0	2,296,200	0.0%
		Ending Fund Balance	36,876,473	0	0	0	36,876,473	0.0%
40	Non-Uniformed Pension	Beginning Fund Balance	14,370,361				14,370,361	
		Revenues	1,807,100	(6,844)	0	0	1,800,256	-0.4%
		Expenditures	685,740	0	0	0	685,740	0.0%
		Ending Fund Balance	15,491,721	(6,844)	0	0	15,484,877	0.0%
		Beginning Fund Balance	88,644,907				88,644,907	
		TOTAL REVENUES	51,222,642	3,144,656	(1,771,972)	(1,356,032)	51,239,294	0.0%
		TOTAL EXPENDITURES	55,212,296	7,643,171	(2,943,529)	(2,994,918)	56,917,020	3.1%
		Ending Fund Balance	84,655,253	(4,498,515)	1,171,557	1,638,886	82,967,181	-2.0%

**City of Clayton
3rd Quarter Budget Amendment - FY 2016**

EXHIBIT 1-2

Account #	Account Name	3rd Quarter Amendment	Description
Revenue			
GENERAL FUND			
10R00004100000	Ice Rink Admissions	6,500	There were strong daily admission sales at the rink this year
10R00004360000	Dog Park Passes	8,000	Dog Park pass sales were strong due to opening admission to non-residents
EQUIPMENT REPLACEMENT FUND			
50R00007030000	Gain/Loss on Sale of Assets	(30,700)	Reduced sale proceeds since second pumper has been kept to use as a shared reserve vehicle. This was partially offset by adding the sale of a second parking vehicle.
CAPITAL IMPROVEMENTS FUND			
60R00009330000	Bond Transfers-in from 2014 General Obligation Bonds	(1,339,832)	Less bond proceeds will be transferred-in this year due to positive bids and the timing of construction
Total Revenue Amendment		(\$1,356,032)	

Account #	Account Name	3rd Quarter Amendment	Description
Expenditures			
GENERAL FUND			
10X10082010000	Professional Services – Planning & Dev.	49,000	Estimated cost for the remainder of this year for the implementation of external plan review to prevent delays in project review
10X15102130000	Travel & Training - Economic Dev.	(2,000)	Workload precluded planned training
10X15112130000	Travel & Training - Events	(1,500)	"
10X15103210000	Meetings & Receptions – Econ. Dev.	(1,000)	Less than expected expenditures
10X15114110000	Community Events	(30,000)	Less event expenditures due to staff turnover and Symphony event not occurring
10X13001010000	Salaries - Full-time - Fire	26,000	Increased overtime due to long-term illness/injury
10X13002030000	Medical Services - Fire	600	Costs for testing and purchasing uniforms and gear for 2nd new hire of the year
10X13003160000	Clothing & Uniforms - Fire	6,546	
10X16042350000	Maint. & Repair of Structures - Ice Rink	(5,000)	Non-capital repairs were less at the ice rink this year, although there were capital repairs in the last 12 months
10X16042370000	Maint. & Repair of Equipment - Ice Rink	(15,500)	
10X14031030000	Part-time Salaries - Street Maint.	(15,700)	Street maintenance expenditures were less than planned in several areas
10X14032350000	Maint. & Repair of Structures	(10,000)	
10X14033400000	Snow & Ice Control materials	(27,000)	
10X14035030000	Capital Outlay	(6,700)	
10X14032700000	Contractual Services	(50,000)	Injections for the Emerald Ash Borer are now scheduled for next year due to combining with a consortium of other cities for an injection contract
10X14053100000	Gas, Oil & Lubricants - Fleet	(70,000)	Lower petroleum costs reduced these expenditures

EQUIPMENT REPLACEMENT FUND			
50X00005040200	Rolling Stock - Parking Control	37,000	Replacement of one parking vehicle was moved up to this year to purchase a second Jeep to coordinate with parking system implementation and due to maintenance issues
CAPITAL IMPROVEMENT FUND			
60X16006540000	Oak Knoll Park	(200,000)	Retaining wall and parking lot project construction will not occur until next year
60X03006150000 60X03006130000	Street Resurfacing - Bonds Alley Improvements - Bonds	(1,292,357) (47,475)	The bond funded projects of FY16 Resurfacing, Carondelet Resurfacing, and Alley Improvements are reduced due to positive bids and timing. The FY17 Street Resurfacing and Brentwood Blvd. Resurfacing are being reduced since only partial design will occur this year.
DEBT SERVICE FUNDS			
55X00009250000	Bond Transfers-out from 2014 General Obligation Bonds	(1,339,832)	Bond proceeds to be transferred-out for construction will be less this year due to positive bids and the timing of projects
Total Expenditure Amendment		(2,994,918)	



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN

FROM: CRAIG S. OWENS, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: AUGUST 23, 2016

SUBJECT: PUBLIC HEARING & RESOLUTION TO CONSIDER APPROVING
A CONDITIONAL USE PERMIT– THE EXERCISE COACH
(FITNESS/PERSONAL TRAINING STUDIO)
8500 MARYLAND AVENUE – 1ST FLOOR

This is a public hearing to consider approving a Conditional Use Permit to allow the operation of a personal training facility at 8500 Maryland Avenue.

On May 12, 2015, the Board of Aldermen approved a Planned Unit Development for the construction of a 273,500 square foot (including 4,526-square-feet of ground floor retail use), five-story building located on top of a two-level, partially below grade parking structure. The building, known as Vanguard Clayton, is currently under construction.

On June 30, 2016, Don Eisenberg, owner/operator of Eisenberg Training, LLC, submitted an application for a Conditional Use Permit to allow the operation of a 1,457-square-foot personal training/fitness center to be known as The Exercise Coach at the northeast corner of the ground floor of the building fronting Maryland Avenue. The business will offer indoor, one-on-one and small group personal training. The maximum number of clients at one time typically does not exceed five. In addition to personal training services, the business will sell fitness-related products such as health and nutrition guides, vitamin supplements, energy bars and clothing, thereby satisfying the requirement for first floor retail in the Planned Unit Development. The proposed hours of operation are 6:00 a.m. to 8:00 p.m. Monday through Friday, and 7:00 a.m. to 1:00 p.m. on Saturday.

The Plan Commission considered this request at their July 18, 2016, meeting and voted unanimously to recommend approval under the condition that all activity associated with the business take place inside the building.

STAFF RECOMMENDATION: To conduct a public hearing and approve a Conditional Use Permit pursuant to the conditions contained in the Resolution.

RESOLUTION NO. 16-18

WHEREAS, on June 30, 2016, the City's Planning Department received an application and a letter from Don Eisenberg, owner/operator of EISENBERG TRAINING,LLC, requesting a conditional use permit to allow the operation of a personal training facility/fitness studio on the first floor of 8500 Maryland Avenue (Vanguard Clayton building); and

WHEREAS, the City Plan Commission considered the request at its July 18, 2016, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, on August 23, 2006, after due notice thereof as required by law, the Board of Aldermen held a public hearing with regard to the issuance of this Permit at which all interested parties were afforded an opportunity to be heard; and

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

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the issuance of a Conditional Use Permit to Eisenberg Training, LLC, d/b/a The Exercise Coach to allow the operation of a 1,457-square-foot personal training facility/fitness studio on the first floor of 8500 Maryland Avenue, is hereby authorized. Said property is more particularly described as follows:

LOT PART 2A, VANGUARD CLAYTON, IN THE CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

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

- (1) That the permit shall be granted to EISENBERG TRAINING, LLC d/b/a THE EXERCISE COACH (the "Permittee"), and shall not be transferred or assigned without the prior written approval of the City of Clayton.
- (2) That the property shall be improved, maintained and operated substantially in accordance with an application and letter received by the City's Planning Department on June 30, 2016, and with the plans and specifications as filed with and approved by the City of Clayton.
- (3) At no time shall fitness or training activities be conducted outside the 1,457-square-foot indoor space for which this permit is issued
- (4) That all signage be approved by the City prior to installation.
- (5) That the Permittee is responsible for keeping the area inside and adjacent to the establishment clean and free from litter.

(6) That no outdoor music or lighting shall be permitted without the prior written approval of the City.

(7) That the Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.

(8) That Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

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

Adopted this 23rd day of August, 2016

Mayor

ATTEST:

City Clerk



PAID

City of Clayton

10 North Bemiston Avenue
Clayton, Missouri 63105
(314) 290-8453 FAX: (314) 863-0296



**CONDITIONAL USE PERMIT
APPLICATION-GENERAL**

(please type or print)

**ALL SECTIONS OF APPLICATION MUST BE COMPLETE.
APPLICATIONS MUST BE CONSISTENT WITH SUBMITTED MATERIALS.
ALL MATERIALS SUBMITTED MUST BE SIGNED/SEALED FOR REVIEW
\$235.00* APPLICATION FEE MUST ACCOMPANY THIS APPLICATION**

Location of Project: 8500 Maryland Ave

Project Description: The Exercise Coach (Personal Training)

PART A: PARTIES OF INTEREST

The full legal name of property owner (partnership, incorporation, etc.), applicant, agent, architect, landscape architect, planner, engineer and/or manager is required for review of this application.

Legal Name to which this Permit is to be issued: Eisenberg Training, LLC.

Contact Person's Name: Don Eisenberg

Address: 11 Arbor Rd St. Louis, MO 63132

Phone Number & E-Mail Address: 314-749-7454 deisenberg@exercisecoach.com

Interest in Property (Tenant/Owner): Tenant

Name of Property Owner(s) - if different from above: Vanguard Clayton Apartments, LP

Address: 30 South Wacker Drive Suite 2750 Chicago, IL 60606

Phone Number: 312-879-7551

Name of Architect, Landscape Architect, Planner or Engineer:

Name/Position: Carl Uhlig/Owner Uhlig Architecture, LLC

Address: 12473 Robyn Rd. St. Louis, MO 63127

Phone Number & E-Mail Address: 0-314-722-3771 C-314-713-3255

Name/Position: Carl@uhlarchitecture.com

PART B: SITE DESCRIPTION

Subdivision _____ Current Zoning: _____

Current Use of Site: Mixed Use Building

PART C: SITE DEVELOPMENT

Proposed Use of Site: PERSONAL TRAINING

Estimated Cost of Construction: Tenant Improvement \$50,000 No. of Stories: 1

Total Square Footage of Site: 1457

Total Square Footage of Building(s): _____

Ratio of Total Square Footage of Building(s) to Total Square Footage of Site: _____

Building(s) Height(s): _____ Number of Floors: _____

Total Number of Available Parking Spaces: IN GARAGE

Number of Parking Spaces as Required by the Zoning Ordinance: _____

*Proof that the Supplied Parking Will Meet the Demands of the Project: _____

Describe the Reason for Requesting a Conditional Use Permit: Required by Clayton

Briefly describe the disposal of refuse for operation: Utilize Building Supplied Containers

**Parking Study prepared by an impartial parking engineer must be submitted as part of the application if supplied parking is less than number required by the Zoning Ordinance.*

Architectural review is required for any exterior renovation, awning or signage. If any of these items are part of the project, complete an Architectural Review Board Application.

PART D: AMENDING AN EXISTING CONDITIONAL USE PERMIT

Please describe the proposed amendment: N/A

Please describe why the proposed amendment is necessary: _____

PART E: TRANSFERRING AN EXISTING CONDITIONAL USE PERMIT

The full legal name of the individual or entity to which the existing conditional use permit is issued:
N/A

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

Please describe any changes to the operation: _____

Please describe any changes to the hours of operation and decor:

SIGNATURES

Signature of Applicant (Required): [Signature] Date: 6/29/16

Relation to the Property Owner: TENANT

Signature of Property Owner (Required): [Signature] Date: 6/29/16

*includes \$35.00 non-refundable processing fee. Application fee for a transfer of/amendment to an existing CUP is \$100 IF Plan Commission and/or Board of Aldermen consideration is not necessary.



The Honorable Harold J. Sanger, Mayor Clayton, MO
and Members of the Board of Aldermen
Clayton City Hall
10 N. Bemiston
Clayton, Mo 63105

6/29/16

Dear Mayor Sanger and Members of the Board of Aldermen,

I respectfully request your approval of the Conditional Use Permit for The Exercise Coach to locate its business in the Vanguard Apartment Building at 8500 Maryland Avenue.

The business will occupy 1,457 square feet on the 1st floor of the building and will be open for business from 6:00 am to 8:00 pm weekdays, 7:00 am to 1:00 pm on Saturday, and Sunday TBD. The space will have floor to ceiling windows on the north and east side which will create both an uplifting exercise environment and attract interest from pedestrians as well as others living, working and visiting Downtown Clayton.

The Exercise Coach is a high tech personal training studio that utilizes the most advanced computerized strength training equipment, which provides for a very safe and effective workout. The majority of our clients are busy professionals and people that do not enjoy the gym scene. Our workout includes resistance strength training as well as specialized interval training called concentrated cardio. Most of our current training clients schedule appointments in advance but we also encourage walk-in customers to try our unique approach to fitness.

In addition to selling our training services, we carry for retail sale fitness related products such as health and nutrition guides, vitamin supplements, energy bars, exercise clothing, and muscle tension relief devices. All products and services are subject to sales tax.

Since we offer One-on-One and Small Group Personal Training, the maximum number of clients in the studio exercising at the same time typically does not exceed 4 to 5 people.

Please feel free to contact me if you need additional information. Thank you for your consideration.

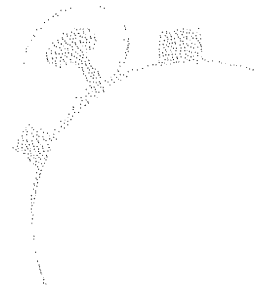
Don Eisenberg, Owner

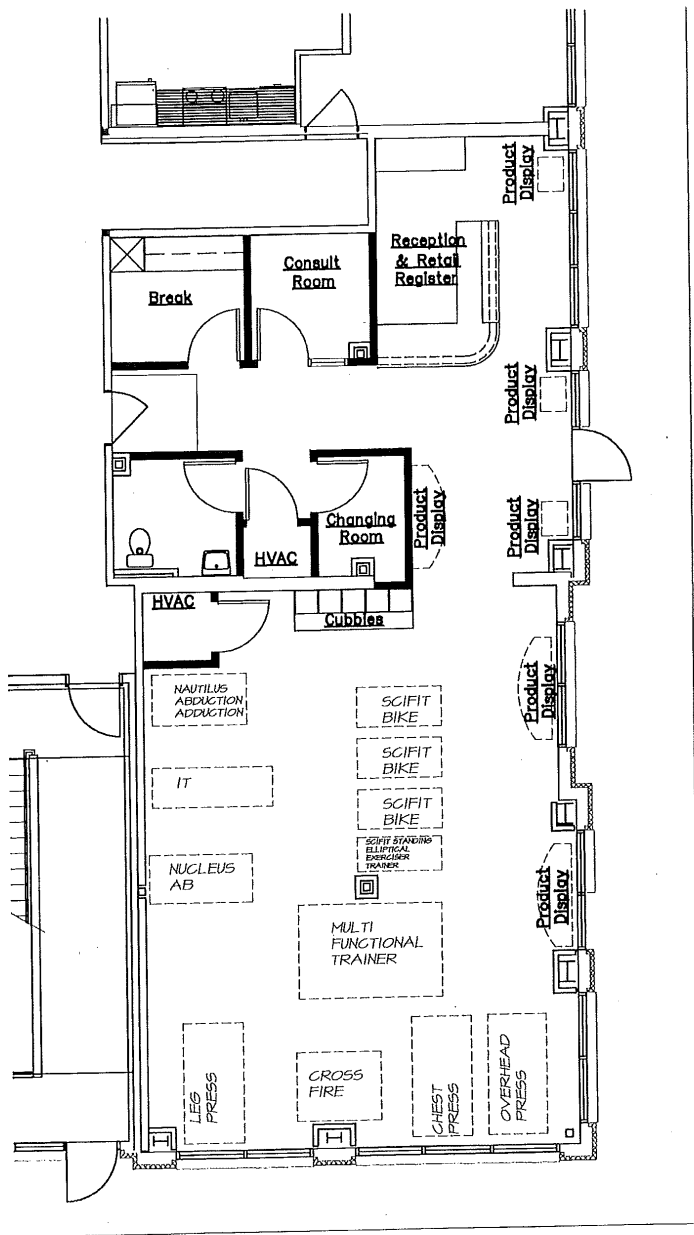
The Exercise Coach, St Louis

Cell 314-749-7454

d.eisenberg@exercisecoach.com

235 West Lockwood Avenue . Webster Groves . MO 63119
P. 314.764.2451 | F. 314.764.2452
www.exercisecoach.com






The Exercise Coach

Vanguard Apartments
8500 Maryland
Clayton, MO 63105



 **Display Plan**
1/8"=1'-0"

6-28-16



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER (CSO)
JANET K. WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION
DATE: AUGUST 23, 2016
SUBJECT: FIRST READING OF AN ORDINANCE SETTING THE TAX YEAR 2016
PROPERTY TAX LEVIES FOR FISCAL YEAR 2017 BUDGET AND TO
HOLD A PUBLIC HEARING

Each year the City must approve property tax levies which are then submitted to St. Louis County for billing. Calendar year 2016 is not a reassessment year. The City is allowed to receive additional revenue up to the Consumer Price Index (CPI) which was only 0.7% for this year, and for the value of new construction which was up this year. Per the FY 2017 budget plan, we are submitting the maximum allowable rates for your review.

As part of the property tax levy process, the Board is also holding a public hearing to seek public input on the proposed tax rates. Below, please find the proposed calendar year 2016 property tax levy recommendations for Budget Year 2017.

The property tax levy process is somewhat complex in that as assessments increase the City is not allowed to gain any more revenue. Therefore the maximum tax rates we are allowed to levy actually lower or “roll back” to generate no more revenue than the past year. The only ability to gain revenue is through growth in the CPI (listed above), new construction, and through recoupment of taxes from successful protests that have been resolved in the past year.

We are addressing the recoupment process this year due to the significant revenue the City has lost through successful protests over the past few years. In each year, the City is allowed to “recoup” the lost revenue which was due to assessed valuation reduction through the protests adjudicated by the Missouri State Tax Commission. We are allowed to increase our levies to generate the revenue lost in the last year only. The Clayton School District has used this recoupment process for several years. This recoupment process is the only method for the City to receive the amount of taxes that has been refunded to property owners in the last year through the protest process.

Thus the City’s maximum levies this year are projected to generate the amount of revenue from the previous year, plus CPI and revenue related to new construction, plus the recoupment process we are incorporating this year. These levies as presented are subject to change by the Board of Equalization and through the Missouri State Auditor’s certification process, therefore there is the potential for them to change slightly when they are presented to the Board for final passage.

City General Fund and Debt Service

The assessments on which the General Fund, Police Building Debt Service and General Obligation Debt Service levies are applied changed by an increase of 0.7% for residential and reduced by 0.6% for commercial. The General Fund tax levy, which may be used for any general purpose, is projected to generate nearly \$6.3 million, or approximately \$380,000 higher than last year. The City also has a levy to support the debt service of the police building. This levy was approved by voters in 2010 and implemented in 2013 when a previous general obligation bond issue matured. This levy will generate nearly \$1.1 million which is similar to last year.

In April 2014 voters approved a general obligation bond issue supported by property tax to be used for neighborhood street resurfacing, street lighting and alley improvements. The City issued these bonds in 2014 and implemented the related levy last year. For this year, the levy will generate nearly \$1.1 million, which is slightly lower than last year.

The following rates are proposed to be levied for the 2016 calendar year (FY 2017 budget year), and all rates are per \$100 of assessed valuation. Rates are also presented for the recent tax history and are listed under the calendar year for which the rates apply.

Property Category	2013 Tax Rate	2014 Tax Rate	2015 Tax Rate	2016 Tax Rate	2015 to 2016 Rate Change
General Revenue					
Residential	\$0.659	\$0.646	\$0.614	\$0.632	\$0.012 Increase
Commercial	\$0.692	\$0.717	\$0.687	\$0.789	\$0.125 Increase
Personal	\$0.707	\$0.707	\$0.707	\$0.707	No Change
General Obligation Debt					
Residential	-	\$0.124	\$0.129	\$0.121	\$0.008 Decrease
Commercial	-	\$0.124	\$0.129	\$0.121	\$0.008 Decrease
Personal	-	\$0.124	\$0.129	\$0.121	\$0.008 Decrease
Police Building Debt Service					
Residential	\$0.128	\$0.128	\$0.122	\$0.123	\$0.001 Increase
Commercial	\$0.128	\$0.128	\$0.123	\$0.124	\$0.001 Increase
Personal	\$0.123	\$0.123	\$0.123	\$0.120	\$0.003 Decrease

The schedule below provides the total rate, including the debt levies, for residential, commercial and personal property.

Property Category	2013 Total Tax Rate	2014 Total Tax Rate	2015 Total Tax Rate	2016 Total Tax Rate	2015 to 2016 Rate Change
Residential	\$0.787	\$0.898	\$0.865	\$0.876	\$0.011 Increase
Commercial	\$0.820	\$0.969	\$0.939	\$1.034	\$0.095 Increase
Personal	\$0.830	\$0.954	\$0.959	\$0.948	\$0.011 Decrease

For a home valued at \$600,000, it is expected that the homeowner would pay approximately \$998 on property taxes for the City of Clayton portion only. Based on last year's rate, the same homeowner would pay \$12 more than last year.

Special Business District

The assessments on which the Special Business District levies are applied were nearly the exact same amount as last year. The 2016 proposed tax rates are at the maximum allowable rates, including recoupments. The 2016 Special Business District (SBD) tax levy for the FY 2017 budget is projected to generate \$520,000 which is approximately \$73,000 more than last year. The following rates have been levied or are proposed to be levied and all rates are per \$100 of assessed valuation:

Property Category	2013 Tax Rate	2014 Tax Rate	2015 Tax Rate	2016 Tax Rate	2015 to 2016 Rate Change
Residential	\$0.125	\$0.121	\$0.114	\$0.108	\$0.006 Decrease
Commercial	\$0.127	\$0.135	\$0.129	\$0.159	\$0.030 Increase

A commercial property, located in the Special Business District assessed at \$2.0 million would pay approximately \$1,017 in property taxes for the Special Business District portion only. Based on last year's rate, the same commercial property would have paid approximately \$192 more than last year.

The following table lists the total tax rates from the City and the Special Business District for properties only in the Special Business District.

Property Category	2013 Tax Rate	2014 Tax Rate	2015 Tax Rate	2016 Tax Rate	2015 to 2016 Rate Change
Residential	\$0.912	\$1.019	\$0.979	\$0.984	\$0.005 Increase
Commercial	\$0.947	\$1.104	\$1.068	\$1.193	\$0.125 Increase

Recommended Action: To have a first reading of an ordinance setting the annual property tax rates for calendar year 2016 (Fiscal Year 2017).

Summary of 2016 Property Tax Information

Assessment Category	Current Year Assessed Value	Prior Year Assessed Value
City of Clayton		
Residential	\$481,197,670	\$477,616,610
Commercial	\$338,099,388	\$339,996,158
Personal Property	\$85,803,322	\$79,932,642
General Obligation Debt Service		
Residential	\$481,197,670	\$477,616,610
Commercial	\$338,099,388	\$339,996,158
Personal Property	\$85,803,322	\$79,932,642
Police Building Debt Service		
Residential	\$481,197,670	\$477,616,610
Commercial	\$338,099,388	\$339,996,158
Personal Property	\$85,803,322	\$79,932,642
Clayton Special Business District		
Residential	\$55,280,690	\$55,285,580
Commercial	\$289,681,080	\$289,869,070

	<u>Proposed Tax Rates</u>			<u>Proposed Revenue 2016-2017</u>
	Residential	Commercial	Personal	
City – General Revenue	\$0.632	\$0.789	\$0.707	\$6,315,000
City – Police Bldg. Debt Service	\$0.123	\$0.124	\$0.120	\$1,114,000
General Obligation Debt Service	\$0.121	\$0.121	\$0.121	\$1,095,000
Clayton Special Business District	\$0.108	\$0.159	\$0.000	\$520,000

BILL NO. 6572

ORDINANCE NO.

AN ORDINANCE LEVYING AND ESTABLISHING THE RATE OF ANNUAL TAXES FOR GENERAL MUNICIPAL PURPOSES; POLICE BUILDING DEBT SERVICE; GENERAL OBLIGATION DEBT SERVICE; AND, SPECIAL BUSINESS DISTRICT PURPOSES TO BE COLLECTED BY THE CITY OF CLAYTON, MISSOURI, FOR THE YEAR 2016.

WHEREAS, in accord with the provisions of Section 137.073.5(3) and (4), RSMo. Supp. 2008, the Board of Aldermen has conducted a public hearing, and

WHEREAS, having done all things required by law with respect to the establishment of annual tax rates, including a public hearing on the tax rate conducted on August 23, 2016 pursuant to notice as provided by law, at which hearing citizens were given an opportunity to be heard;

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

Section 1. There is hereby levied for the year 2016 upon all real and personal property, subject to taxation, in the City of Clayton, Missouri, the following ad valorem taxes for the following purposes, to wit:

A. For general revenue purposes a tax levy of \$0.632 on residential property, a tax levy of \$0.789 on commercial property and a tax levy of \$0.707 on personal property, on each one hundred dollars (\$100.00) of assessed valuation.

B. For police building debt service purposes a tax levy of \$0.123 on residential property, a tax levy of \$0.124 on commercial property and a tax levy of \$0.120 on personal property, on each one hundred dollars (\$100.000) of assessed valuation.

C. For general obligation debt service purposes a tax levy of \$0.121 on residential property, a tax levy of \$0.121 on commercial property and a tax levy of \$0.121 on personal property, on each one hundred dollars (\$100.000) of assessed valuation.

Section 2. There is hereby levied for the year 2016 upon all real property, subject to taxation, in the Special Business District in the City of Clayton, Missouri, which are all commercially zoned properties designated C-1, C-2, C-3 and C-4, on the zoning map of the City of Clayton, as of August 11, 1981, lying north of the Forest Park Expressway in the City of Clayton, Missouri, the following ad valorem taxes, for Special Business District purposes a tax levy of \$0.108 on residential property and a tax levy of \$0.159 on commercial property, on each one hundred dollars (\$100.00) of assessed valuation.

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

Passed this _____ day of September, 2016.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN
FROM: CRAIG S. OWENS, CITY MANAGER (CSO)
JANET K. WATSON, DIRECTOR OF FINANCE AND ADMINISTRATION
DATE: AUGUST 23, 2016
SUBJECT: ORDINANCE - APPROVING THE PROPOSED FY2017 OPERATING AND CAPITAL IMPROVEMENTS BUDGET AND TO HOLD A PUBLIC HEARING – 1ST READING

On July 1st, the Board of Aldermen received the City Manager's proposed Fiscal Year 2017 Operating and Capital Improvements Budget. As part of the budget process, the Board is required to hold a public hearing to seek public input prior to formal budget adoption. The public hearing will occur at the Board of Aldermen meeting on August 23, 2016.

The Board extensively reviewed the proposed budget during a public meeting on July 15, 2016.

There are a few changes to the proposed budget and they are summarized on the attached reconciliation. In the General Fund, we have adjusted the budget for additional plan review services, the new parking system costs and related revenue, added revenue from a lease agreement, and have moved the Emerald Ash Borer injections from FY 2016 to FY 2017. These changes created a small deficit of less than \$11,000 in the General Fund, therefore to provide a balanced budget we have reduced the ERF contribution from the General Fund by \$11,000. To keep the ERF fully funded we have reallocated \$11,000 of property proceeds from the Capital Improvement Fund to the ERF. Regarding capital items, the parking control vehicle purchases have been adjusted by year, and three bond-funded capital projects and a sidewalk project have been revised either due to final bid results, combining projects or timing.

We believe the proposed budget maintains the extraordinary level and proficiency of service that has been expected by our residents and traditionally provided by the City. The Board of Aldermen has studied this proposed budget and the public has had opportunity for input. The attached ordinance approving the Fiscal Year 2017 Operating and Capital Improvements Budget is presented for approval and adoption.

Recommended Actions: To conduct a public hearing and adopt the Fiscal Year 2017 Operating and Capital Improvements Budget as presented in the proposed budget, adjusted by the reconciliation attached to this ordinance.

BILL NO. 6573

ORDINANCE NO.

**AN ORDINANCE ADOPTING AN ANNUAL BUDGET
FOR FISCAL YEAR 2017 COMMENCING ON OCTOBER 1, 2016
AND APPROPRIATING FUNDS PURSUANT THERETO.**

WHEREAS, the City Manager has presented to the Board of Aldermen an annual budget for the Fiscal Year 2017 commencing on October 1, 2016; and

WHEREAS, a public hearing on the budget was conducted on August 23, 2016, pursuant to notice as provided by law, at which hearing interested persons were given an opportunity to be heard;

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

Section 1. The annual budget for the City of Clayton, Missouri, for the Fiscal Year 2017 commencing on October 1, 2016, a copy of which is attached hereto and made a part hereof as fully set forth herein, having been submitted by the City Manager, is hereby adopted.

Section 2. Funds are hereby appropriated for the objects and purposes of expenditures set forth in said budget. The expenditures of the funds so appropriated shall be subject to the control of the City Manager.

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

Passed this 23rd day of September, 2016.

Mayor

ATTEST:

City Clerk

CITY OF CLAYTON
Reconciliation of FY 2017 Budget
After Board of Aldermen review and prior to Public Hearing

This addendum identifies changes made by fund to the original proposed budget during the budget process.

Fund	FY 2016	FY 2017	FY 2018	FY 2019
<u>General Fund</u>				
Beginning Fund Balance	16,363,124	16,345,371	16,346,073	16,392,268
Initial Revenues & Transfers-in	25,193,409	26,761,750	27,696,631	28,562,995
Change	-	117,000	90,000	90,000
Revised Revenues & Transfers-in	25,193,409	26,878,750	27,786,631	28,652,995
Initial Expenditures & Transfers-out	25,237,162	26,749,048	27,650,436	28,655,794
Change	(26,000)	129,000	90,000	90,000
Revised Expenditures & Transfers-out	25,211,162	26,878,048	27,740,436	28,745,794
Revised Operating Surplus / (Deficit)	(17,753)	702	46,195	(92,799)
Ending Fund Balance	16,345,371	16,346,073	16,392,268	16,299,469
<u>Equipment Replacement Fund</u>				
Beginning Fund Balance	3,458,922	3,159,360	4,487,582	4,231,429
Initial Revenues & Transfers-in	1,437,506	3,263,014	1,600,270	1,557,061
Change	10,000	-	(3,121)	(5,202)
Revised Revenues & Transfers-in	1,447,506	3,263,014	1,597,149	1,551,859
Initial Expenditures & Transfers-out	1,709,809	1,934,792	1,886,251	1,127,547
Change	37,259	-	(32,949)	(35,550)
Revised Expenditures & Transfers-out	1,747,068	1,934,792	1,853,302	1,091,997
Ending Fund Balance	3,159,360	4,487,582	4,231,429	4,691,291
<u>Capital Improvement Fund</u>				
Beginning Fund Balance	3,534,395	2,489,788	3,264,818	3,374,448
Initial Revenues & Transfers-in	10,861,329	14,381,193	9,394,876	11,593,724
Change	(749,254)	165,000	-	-
Revised Revenues & Transfers-in	10,112,075	14,546,193	9,394,876	11,593,724
Initial Expenditures & Transfers-out	11,904,367	13,590,163	9,285,246	10,746,053
Change	(747,685)	181,000	-	-
Revised Expenditures & Transfers-out	11,156,682	13,771,163	9,285,246	10,746,053
Ending Fund Balance	2,489,788	3,264,818	3,374,448	4,222,119
<u>Debt Service Funds</u>				
Beginning Fund Balance	15,404,009	10,569,857	6,210,355	5,111,443
Revenues & Transfers-in (No Change)	4,895,130	4,826,617	4,540,819	3,742,989
Initial Expenditures & Transfers-out	10,478,536	9,010,119	5,639,731	5,041,392
Change	(749,254)	176,000	-	-
Revised Expenditures & Transfers-out	9,729,282	9,186,119	5,639,731	5,041,392
Ending Fund Balance	10,569,857	6,210,355	5,111,443	3,813,040
<u>Total of All Funds After Revisions</u>				
Total Beginning Fund Balances	39,062,614	32,813,852	30,545,364	29,332,914
Revised Revenues & Transfers-in	42,163,126	50,031,586	43,845,240	46,077,973
Revised Expenditures & Transfers-out	48,411,888	52,300,074	45,057,690	46,174,572
Total Ending Fund Balances	32,813,852	30,545,364	29,332,914	29,236,315

City of Clayton - FY 2017 Budget Detailed Reconciliation Items

General Fund

REVENUE	FY16	FY17	FY18	FY19
Fines - Parking		\$90,000	\$90,000	\$90,000
Lease of Mulch Area to Contractor (9 months)		\$27,000		
Total Revenue Changes	\$0	\$117,000	\$90,000	\$90,000
EXPENDITURES	FY16	FY17	FY18	FY19
Planning & Development - Additional Plan Review Services	\$24,000			
Public Works - Move Emerald Ash Borer to FY17	(\$50,000)	\$50,000		
Public Works - Parking System Costs		\$25,000	\$25,000	\$25,000
Public Works - Parking Credit Card Charges		\$5,000	\$5,000	\$5,000
Court - Parking Credit Card Charges		\$5,000	\$5,000	\$5,000
Court - Parking Ticket Costs		\$55,000	\$55,000	\$55,000
Reduced Equipment Replacement Transfer (ERF)		(\$11,000)		
Total Expenditure Changes	(\$26,000)	\$129,000	\$90,000	\$90,000
Net Change	\$26,000	(\$12,000)	\$0	\$0

Equipment Replacement Fund

REVENUE	FY16	FY17	FY18	FY19
Parking Control vehicle trade-in	\$10,000	\$0	(\$3,121)	(\$5,202)
Reduce ERF Transfer-in from General Fund		(\$11,000)		
Increase Allocation of Property Proceeds for GF ERF reduction		\$11,000		
Total Revenue Changes	\$10,000	\$0	(\$3,121)	(\$5,202)
EXPENDITURES	FY16	FY17	FY18	FY19
Parking Control vehicle replacement	\$37,259	\$0	(\$32,949)	(\$35,550)
Total Expenditure Changes	\$37,259	\$0	(\$32,949)	(\$35,550)
Net Change	(\$27,259)	\$0	\$29,828	\$30,348

Capital Improvements Fund

REVENUE	FY16	FY17	FY18	FY19
Transfer from 2014 GO Bond Fund related to project changes	(\$749,254)	\$176,000		
Decrease Allocation of Property Proceeds for GF ERF Reduction		(\$11,000)		
Total Revenue Changes	(\$749,254)	\$165,000	\$0	\$0
EXPENDITURES	FY16	FY17	FY18	FY19
Residential Resurfacing FY 2016	(\$683,825)	\$150,000		
Brentwood Blvd Resurfacing	(\$60,000)	\$26,000		
Alley Repairs FY 2016	(\$18,860)			
Sidewalks	\$15,000	\$5,000		
Total Expenditure Changes	(\$747,685)	\$181,000	\$0	\$0
Net Change	(\$1,569)	(\$16,000)	\$0	\$0

2014 General Obligation Debt Fund

REVENUE	FY16	FY17	FY18	FY19
<i>No changes</i>				
EXPENDITURES	FY16	FY17	FY18	FY19
Transfer to Capital Improvement Fund related to project changes	(\$749,254)	\$176,000		
Total Expenditure Changes	(\$749,254)	\$176,000	\$0	\$0
Net Change	\$749,254	(\$176,000)	\$0	\$0



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR SANGER; BOARD OF ALDERMEN

FROM: CRAIG S. OWENS, CITY MANAGER
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

DATE: AUGUST 23, 2016

SUBJECT: PUBLIC HEARING & ORDINANCE TO CONSIDER A MAJOR
SUBDIVISION PLAT FOR 7630, 7632, 7636 & 7642 FORSYTH
BOULEVARD; 12, 14, 20 AND A PORTION OF 106 SOUTH HANLEY
ROAD

This is a public hearing and subsequent ordinance to consider approving a major subdivision plat. The proposed plat will consolidate the lots addressed 7630, 7632, 7636 and 7642 Forsyth Boulevard; 12, 14, and 20 South Hanley Road; a portion of the lot addressed 106 South Hanley Road, the vacated Carondelet Plaza right-of-way and a vacated alley. The vacation of City rights-of-way requires separate approval from the Board of Aldermen. The consolidated lot will measure 57,409 square feet (1.318 acres).

The plat is being proposed to support Phase I of the Centene Clayton Campus project.

The Plan Commission reconsidered this request at its July 5, 2016 meeting and voted unanimously to recommend approval.

Recommendation: Staff recommends approval of the plat as presented.

BILL NO. 6574

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY LOCATED IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, there presently exists in the City of Clayton commercially zoned lots addressed 7630, 7632, 7636 and 7642 Forsyth Boulevard and 12, 14 and 20 South Hanley Road; and

WHEREAS, the owners of aforesaid properties, Hanley-Forsyth, LLC, desire to consolidate these parcels along with parcels of property owned by the City of Clayton including a portion of the lot addressed 106 South Hanley Road, the vacated Carondelet Plaza right-of-way and a vacated alley; and

WHEREAS, the City has vacated said portion of Carondelet Avenue; and

WHEREAS, the City has agreed to quitclaim its fee interest in said portion of Carondelet Avenue to Hanley-Forsyth, LLC; and

WHEREAS, the Hanley-Forsyth, LLC desires to include said portion of Carondelet Avenue in the subject plat; and

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

WHEREAS, the City Plan Commission has considered the subdivision plat and recommended approval; and

WHEREAS, a public hearing on the proposed plat was held by the Board of Aldermen on August 23, 2016, after due notice as required by law; and

WHEREAS, the Board of Aldermen has considered the objectives and criteria specified in Sec. 415.360 of the Clayton City Code and the provisions of Title IV of the City Code in general and finds that the proposed subdivision meets the criteria for approval.

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

Section 1. The subdivision plat of the properties described above, and more fully described as:

LOTS 1, 2, 3, 18, 19, & 20 OF BLOCK 2 AND
PART OF LOT 38 OF BLOCK 3 OF
HANLEY'S RE-SUBDIVISION OF BLOCK 6, 7, 8, 9 & 20 OF
HANLEY'S ADDITION TO CLAYTON IN THE CITY OF CLAYTON, ST. LOUIS COUNTY,
MISSOURI

is hereby approved as attached hereto and marked "Exhibit A" and made part of this ordinance, provided that the quit-claim deed to Hanley-Forsyth, LLC is recorded prior to the subdivision plat.

Section 2. The City Clerk of the City of Clayton is authorized and directed on behalf of the City to sign the approved plat of consolidation of the subject property.

Section 3. The owner (applicant) must submit to the City Clerk within 30 days proof of filing with the St. Louis County Recorder of Deeds Office showing the book and page where the approved plat was properly recorded as required by law.

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

Passed this 23rd day of August, 2016

Mayor

ATTEST:

City Clerk



DEPARTMENT OF PLANNING & DEVELOPMENT SERVICES
10 North Bemiston Avenue, Clayton, MO 63105

**APPLICATION FOR SUBDIVISION/
BOUNDARY ADJUSTMENT**

(please print)

Date: 6/14/2016

NOTE: PLATS MUST BE FILED WITH THE ST. LOUIS COUNTY RECORDER OF DEEDS OFFICE AND PROOF OF SUCH FILING MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE WITHIN 30 DAYS OF APPROVAL BY THE BOARD OF ALDERMEN.

\$285.00 FEE (INCLUDES \$35 NON-REFUNDABLE PROCESSING FEE) MUST ACCOMPANY THIS APPLICATION

Application is being made for:

Subdivision of Lot ___ Lot Consolidation Boundary Adjustment

Name of Subdivision: CENTENE TOWER

Existing Address(es): 7630, 7636 and 7642 Forsyth, 12, 14, 20 S. Hanley

Lot Number(s): 1, 2, 3, 18, 19, Block Number: Blocks 2 & 3

Number of Existing Lots: 9 Number of Proposed Lots: 1

Square Footage of Existing Lot(s): 7500, 6750, 8250, 7500, 7500, 7500, 2250, 8732, and 1,425

Square Footage of Proposed Lot(s): 57,409

Boundary Adjustment, if applicable, is being made to adjust nine (9) parcels into one (1)

overall tract _____, for the following reason: Redevelopment

Current Zoning: C-2 Proposed Zoning (if different): _____

Updated October, 2014

RECEIVED

JUN 16 2016

CITY OF CLAYTON
PLANNING & DEVELOPMENT

PAID \$285
✓ # 20820

Applicant's Name: Hanley-Forsyth, LLC

Applicant's Address (include City, State & Zip Code): _____

7700 Forsyth Blvd., St. Louis, Missouri 63105

Applicant's Phone No. & E-Mail Address: 314.725.4477 breichmuth@centene.com

Property Owner's Name, Address & Phone No. (if other than above) _____

It is hereby requested that the boundary adjustment plat be considered by the City's Plan Commission.

It is hereby requested that the subdivision/lot consolidation plat be considered by the Honorable Mayor and Members of the Board of Aldermen upon recommendation of the City's Plan Commission.

A representative will need to attend the appropriate meeting(s).

Respectfully Submitted,

Name of Applicant (please print) Hanley-Forsyth, LLC

Signature of Applicant By: 

Keith Williamson, Secretary

Updated October, 2014

