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

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

Please click this URL to join. https://us02web.zoom.us/j/84781394869; Webinar ID: 847 8139 4869

Or One tap mobile:
+19292056099,,84781394869# US (New York); +13017158592,,84781394869# US (Washington DC)

Or join by phone: Dial (for higher quality, dial a number based on your current location):
US: +1 929 205 6099 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053

International numbers available: https://us02web.zoom.us/u/kd2ml1tBEX

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

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:00 P.M.
TUESDAY, DECEMBER 13, 2022
CLAYTON, MO 63105

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1. Presentation from U.S. Green Building Council on Energy Benchmarking.

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.

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, DECEMBER 13, 2022 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE

ROLL CALL

MINUTES – November 8, 2022

PUBLIC REQUESTS & PETITION

JOINT DISCUSSION WITH THE CLAYTON COMMUNITY FOUNDATION

1. Presentation by the Clayton Community Foundation (CCF)
2. Discussion on the agreement between City of Clayton and CCF

PUBLIC HEARING

1. Ordinance – A subdivision plat for 6602 Alamo Avenue. (Bill No. 6925)

2. Ordinance – To approve an amendment to Section 405.3990 Of Article XXIX “Outdoor Dining. (Bill No. 6926)

3. Resolution – To approve a Conditional Use Permit for a restaurant located at 7641 Wydown Boulevard Restaurant d/b/a AKAR. Res. No. 2022-27)

4. Resolution – To approve a Conditional Use Permit for a restaurant located at 8001 Forsyth Boulevard d/b/a First Watch. (Res. No. 2022-28)

CITY MANAGER REPORT

1. Ordinance – An amendment to the Clayton City Code regarding the Office of Municipal Prosecuting Attorney. (Bill No. 6927)

2. Ordinance – An amendment to the Clayton City Code relating to weapons and firearms. (Bill No. 6928)

3. Ordinance – An amendment to the Clayton City Code relating to suspension and debarment of vendors. (Bill No. 6929)

4. Ordinance – An Agreement with Washington University for the Provision of Fire Prevention, Fire Protection and Emergency Medical Services on the Danforth Campus. (Bill No. 6930)

5. Ordinance – An agreement with St. Louis County for placement of License Plate Recognition (LPR) cameras. (Bill No. 6931)

6. Ordinance – An amendment to the lease agreement with the Clayton Early Childhood Center for #1 Oak Knoll Park. (Bill No. 6932)

7. Ordinance – An Intergovernmental Agreement with Missouri Highways and Transportation Commission and the City of St. Louis for access along Francis Place. (Bill No. 6933)

ADJOURNMENT

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

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

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
November 8, 2022
7:03 p.m.

Minutes

The meeting was open to individuals to attend in-person and/or virtually via Zoom.

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

In-person: Rich Lintz, Bridget McAndrew, Susan Buse, Becky Patel, Gary Feder, Mayor Harris, and City Attorney O'Keefe

Staff: City Manager Gipson, City Clerk Frazier, and Andrea Muskopf, Assistant City Manager

Virtually: Alderman Berkowitz

Motion made by Alderman McAndrew to approve the October 25, 2022, minutes. Alderman Patel seconded.

Motion to approve the minutes passed unanimously on a voice vote.

PUBLIC REQUESTS AND PETITIONS

None

A MOTION TO CONSIDER APPROVING A LIQUOR LICENSE FOR BOX HILL GROUP - WYDOWN LLC, AT 7624 WYDOWN AVENUE

City Manager Gipson reported that Box Hill Group - Wydown LLC is requesting a liquor license to sell all kinds of intoxicating liquor at retail by the drink, including Sundays, at 7624 Wydown Avenue.

Alderman Lintz moved to approve a liquor license for Box Hill Group – Wydown LLC. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

ORDINANCE - ADOPTING THE 2021 INTERNATIONAL BUILDING, Mechanical, Plumbing, residential, energy conservation, fuel gas, SWIMMING POOL AND SPA codes, AND THE EXISTING BUILDING CODE WITH AMENDMENTS – *2nd reading*

City Manager Gipson reported that this is the second reading of an ordinance to adopt the 2021 International Building Code, Mechanical Code, Plumbing Code, Residential Code, Energy Conservation Code, Fuel Gas Code, Swimming Pool and Spa Code and the Existing Building Code, with Amendments. Once approved the ordinance will go into effect January 1, 2023.

Alderman Lintz introduced Bill No. 6919, an ordinance to approve the adoption of the 2021 International Building, Mechanical, Plumbing, Residential, Energy Conservation, and Fuel Gas Codes, with amendments to be read for the second time. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6919, second reading, an Ordinance Providing for the Repeal of Sections 500.010 and 500.020 of the Code of Ordinances of the City of Clayton, Missouri, Relating to Buildings and Structures and Enacting in Lieu Thereof New Sections 500.010 and 500.020 on the Same Subject with Certain Modifications as Hereinafter Set Forth, and Establishing Penalties for the Violation Thereof by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6780 of the City of Clayton.

AN ORDINANCE FOR CONSIDERATION IN ADOPTING THE 2021 INTERNATIONAL FIRE CODE WITH LOCAL MODIFICATIONS

City Manager Gipson reported that the Board of Aldermen adopted the current International Fire Code in 2015. The Fire Department staff has reviewed the 2021 International Fire Code and local amendments needed to meet the specific needs and requirements of Clayton were identified and are included in the proposed ordinance for second reading.

Alderman Lintz introduced Bill No. 6920, to approve the adoption of the 2021 International Fire Code to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6920, second reading, an Ordinance Amending Sections 205.070 and 205.080 of the Municipal Code of the City of Clayton, Missouri, Regarding Fire Protection and Prevention, Adopting the 2021 International Fire Code by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6781 of the City of Clayton.

AN ORDINANCE TO APPROVE APPOINTING CERTAIN MEMBERS TO THE BOARD OF DIRECTORS OF THE DANIELE COMMUNITY IMPROVEMENT DISTRICT (CID) AND CORRECTION OF CERTAIN MEMBER TERMS

City Manager Gipson reported that On February 12, 2013 the City of Clayton created the Daniele Community Improvement District (CID) for the property located at 216 N. Meramec Avenue, now operating as a Hampton Inn & Suites. The CID imposes an additional 1% sales tax on the hotel (including hotel room, restaurant and gift shop sales). The CID uses the revenues from the sales tax to reimburse the Developer for certain eligible redevelopment costs.

The CID is governed by a five-member board of directors appointed by the Mayor with the consent of the Board of Aldermen. Only authorized representatives of property owners within the CID may

be appointed to the Board of Directors. In this case, the Developer is the sole property owner within the CID.

On February 23, 2021, the Board of Aldermen approved the directors as follows:

Patricia Mattz	Term Expires February 12, 2025
Mohammed Kashif	Term Expires February 12, 2025
Tom Hooper	Term Expires February 12, 2025
Tamekia Jefferson	Term Expired February 12, 2022
Judith McCray	Term Expired February 12, 2022

The CID is requesting the appointment of Tracey Rucker and Christina Philips, both to serve three-year terms that expire February 12, 2025. Directors Rucker and Philips will replace Directors Tamekia Jefferson and Judith McCray. In addition, the CID request that the Board correct the terms for Directors Mattz, Kashif and Hooper to reflect terms expiring February 12, 2024. The 2025 expiring term for all three was a clerical mistake.

Alderman Lintz introduced Bill No. 6923, to approve the appointments to the Daniele Community Improvement District Board of Directors to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6923, first reading, an Ordinance of the City of Clayton, Missouri, Approving the Reappointment of Members to the Board of Directors for the Daniele Community Improvement District by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6923 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6923, to approve the appointments to the Daniele Community Improvement District Board of Directors to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6923, SECOND reading, an Ordinance of the City of Clayton, Missouri, Approving the Reappointment of Members to the Board of Directors for the Daniele Community Improvement District by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6782 of the City of Clayton.

AN ORDINANCE TO CONSIDER AMENDING THE CLAYTON CITY CODE AND DECLARING DISCRIMINATORY HOUSING RESTRICTIONS INVALID AND VOID

City Manager Gipson reported that the City of Clayton, state, and federal governments have prohibited discriminatory housing practices for many years. Missouri law specifically states that no declaration or other governing document of a homeowners' association shall include a restrictive covenant in violation fair housing requirements.

The Clayton Community Equity Commission led an effort to inform neighborhoods in the community of existing racially restrictive covenants and assisted in their efforts to remove any such language. This proposed ordinance declares invalid and void any declaration, indenture, or other governing document applicable to any dwelling or area in the City of Clayton that includes a discriminatory restrictive covenant or provision in violation of the City's housing discrimination regulations.

The Community Equity Commission unanimously recommended approval of the proposed ordinance at its regular meeting on October 13, 2022.

Ben Uchitelle, Chairman of the CEC and Chris Schmiz, CEC member were present to answer questions.

Alderman Lintz introduced Bill No. 6924, to approve an amendment to the Clayton Code declaring discriminatory housing restrictions invalid and void to be read for the first time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6924, first reading, an Ordinance Amending the Clayton City Code and Declaring Discriminatory Housing Restrictions Invalid and Void by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Lintz that the Board give unanimous consent to consideration for adoption of Bill No. 6924 on the day of its introduction. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

Alderman Lintz introduced Bill No. 6924, to approve an amendment to the Clayton Code declaring discriminatory housing restrictions invalid and void to be read for the second time by title only. Alderman Berkowitz seconded.

City Attorney O'Keefe reads Bill No. 6924, second reading, an Ordinance Amending the Clayton City Code and Declaring Discriminatory Housing Restrictions Invalid and Void by title only.

The motion passed on a roll call vote: Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6783 of the City of Clayton.

A RESOLUTION TO APPROVE A CONTRACT WITH SIKICH LLP FOR AUDIT SERVICES FOR THE CITY AND THE CRSWC

City Manager Gipson reported that the City recently issued a request for proposals for audit services for the annual audit of the City and CRSWC for fiscal years 2022 through 2026. Staff has found that bidding for both entities simultaneously reduces costs and is more efficient. Our previous contract was for five (5) years with a two (2) year extension, with RubinBrown, who declined to bid this time.

Ten (10) firms were invited by the City to submit proposals for audit services, including a single audit for the City and CRSWC for Fiscal Years 2022 through 2026. Two (2) responses were received, with both firms meeting the basic criteria established in the RFP.

Motion made by Alderman Lintz to approve Resolution No. 2022-23, a contract with Sikich LLP for auditing services for Fiscal Years 2022-2026. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

A RESOLUTION TO CONSIDER SUPPORTING THE *LIGHTS OUT HEARTLAND* CAMPAIGN

City Manager Gipson reported that this is a resolution to consider the City of Clayton supporting the *Lights Out Heartland* Campaign.

The City of Clayton Sustainability Advisory Committee (SAC) discussed this topic at their October meeting and voted to forward this recommendation to the Board of Alderman for consideration.

Deb Grossman, Chairman of the Sustainability Committee and Stephanie Todd, Missouri Chapter of the International Dark-Sky Association were in attendance to answer questions.

Motion made by Alderman Lintz to approve Resolution No. 2022-24, in support of the *Lights Out Heartland Campaign*. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

A RESOLUTION TO CONSIDER MEMBERSHIP IN THE MIDWEST CLIMATE COLLABORATIVE (MCC) PROGRAM

City Manager Gipson reported that this is a resolution to consider the City of Clayton joining the Midwest Climate Collaborative (MCC).

The City of Clayton Sustainability Advisory Committee (SAC) discussed this topic at their September meeting and voted to forward this recommendation to the Board of Alderman for consideration.

Motion made by Alderman Lintz to approve Resolution No. 2022-25, for the City of Clayton to join the Midwest Climate Collaborative Program. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

A RESOLUTION TO CONSIDER THE PURCHASE OF MOBILE AND PORTABLE RADIOS WITH ASSOCIATED EQUIPMENT FOR FIRE DEPARTMENT

City Manager Gipson reported that in November 2008, Proposition H was passed in St. Louis County in which part of this proposition provided funding for public safety entities to replace their existing fleet of mobile and portable radios in order to communicate between entities. This project was completed in 2012. This proposition did not however, account for replacement of these units which is every ten years.

As ten years has passed, it has now come to the point that these units do not have the capability to be updated with new technology and replacement parts.

In anticipation of the FY23 purchase, Staff has been working with Motorola, Inc., in cooperation with St. Louis County's Emergency Communications Commission (ECC) over several months to make sure all equipment and service meets our needs and is delivered and installed in a timely manner.

The Equipment Replacement Fund (ERF) funding for this radio project for FY23 will not exceed $252,000.

Motion made by Alderman Lintz to approve Resolution No. 2022-26, for the purchase of mobile and portable radios with associated equipment for the Fire Department. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

RECOMMENDATION FROM THE CLAYTON COMMUNITY EQUITY COMMISSION

City Manager Gipson reported that the Clayton Community Equity Commission (CEC) has held numerous discussions on affordable housing. Much of this conversation has centered on the preservation of existing two-family dwellings in predominantly single-family neighborhoods and potential changes to land use policy that would allow a wider range of housing opportunities in single-family zoned neighborhoods. The following recommendations were presented to the Board of Aldermen for consideration:

1. The Community Equity Commission recommends that duplexes that are grandfathered in neighborhoods that have since been zoned as single-family be afforded the same rights to change or modify their building as single-family dwellings. This would include the right to replace a duplex with a duplex in the event of catastrophic damage to an existing structure.
    a. Specifically, The Community Equity Commission recommends that the board of aldermen consider amending sections 405.440 and 405.450 of the City Zoning Code relating to "non- conforming uses" so that currently existing two-family duplexes are specifically excluded from restrictions contained in those sections of the code.
2. The CEC recommends that the term "Granny Flat" be replaced with Accessory Dwelling Unit (ADUs) in all zoning documents.

The CEC requests a place at the table when it comes to planning future residential zoning codes.

Motion made by Aldermen Lintz to accept the CEC recommendations. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

AUTHORIZATION FOR COMMEMORATIVE PLAQUES

City Manager Gipson reported that the Mayor's Commemorative Landscape Task Force has been working to commemorate important parts of Clayton history that have been overlooked, including the Black Neighborhood that once called Clayton home. It is requested that the Board of Aldermen approve the proposed marker verbiage to commemorate the Black Neighborhood as stated below and authorize $6,000 to be spent on the purchase of commemorative markers during FY2023. The marker will follow the Clayton Community Foundation (CCF) plaque design as pictured on Page 2 of this memo. It is estimated that each marker will cost $3,000 to design, construct and install. The FY2023 Budget includes $6,000 for Board and Commissions expenditures.

Motion made by Alderman Lintz to approve the purchase of the commemorative plaques. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

ALDERMANIC COMMITTEE ASSIGNMENTS

City Manager Gipson reported that Alderwoman Bridget McAndrew is assigned to the Plan Commission/ARB and Alderman Ira Berkowitz is assigned to the Parks & Recreation Commission.

Motion made by Alderman Lintz to approve the assignments. Alderman Berkowitz seconded.

The motion passed unanimously on a voice vote.

AUTHORIZATION TO PRINT AND MAIL THE CITY OF CLAYTON SOLID WASTE SURVEY

City Manager Gipson reported that this is a discussion to approve the printing and mailing of the solid waste survey.

Motion made by Alderman Lintz to authorize staff to print and mail the solid waste survey. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

OTHER

Alderman Lintz reported that Coffee with a Cop was held last week at Kaldi's on DeMun.

Alderman Berkowitz reported that Ward 2 Coffee was held on October 30; two people attended; discussion on the survey; Alderman Buse reported that the neighborhood who shared information on the leaf blowers was one of the attendees

Alderman McAndrew reported on the following:

- CRSWC Finance meeting
    - Membership is up
    - Discussion/brainstormed ideas to increase rentals (i.e. allow alcohol, etc.)
    - Lifeguard shortage; Midwest Pool is continuing to recruit
- Parks & Recreation Commission
    - Presentation on the Commons' study
    - Had a great swim and tennis season
    - Demolition begins on the ice rink tomorrow
    - Approved for $400,000 grant for Maryland Park
    - Party in the Patch – over 400 in attendance
- Polo Neighborhood meeting
- Ivy Café – encouraged everyone to visit

Alderman Patel reported on the following:

- Sustainability Committtee – expressed gratitude to Bill Chamberlain (former chair); welcomed Deb Grossman
- Forest Park Forever

Alderman Feder reported on the following:

- Polo neighborhood annual meeting
- Attended the CEC meeting last week
- 1967 Washington University fraternity photo

Mayor Harris reported on the following:

- St. Louis Metro Mayors – discussion on stricter gun control laws; creating a Crime Task Force for Mayors to support the Police Department(s) Crime Task Force; group going to Jefferson City

Motion made by Alderman Feder 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 Patel seconded.

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

The meeting adjourned at 8:32 p.m.

_____
Mayor

ATTEST:

_____

City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

DISCUSSION ITEM

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: DECEMBER 13, 2022

SUBJECT: JOINT DISCUSSION WITH THE CLAYTON COMMUNITY FOUNDATION

The City of Clayton has an agreement with the Clayton Community Foundation (CCF) that went into effect on April 27, 2010 and was subsequently amended on July 12, 2016 and March 23, 2021. The current agreement contains a funding provision stating that "CCF will be expected to incur 75% of all costs associated with the Administrator for fiscal year 2023 (October 1, 2022 – September 30, 2023) and 100% of all such costs thereafter."

CCF would like the City to consider a 3rd amendment to the agreement that would provide for continued contributions from the City of Clayton to the Clayton Community Foundation. The requested contribution would be $50,000 in the first year. Half of the contribution would go towards the Executive Director salary for work performed solely for the City. This would include 10 hours of work per week related to research, grant writing, involvement with the Hanley House or other special projects. The other half of the contribution would go towards operational expenses such as insurance, service fees, utilities, supplies and licenses. No portion of the contribution would be directly utilized for the solicitation of donations to CCF.

A proposal from the Clayton Community Foundation has been attached for review. No action on the proposal is requested at this meeting.

RESOLUTION NO. 2021-05

A RESOLUTION APPROVING A SECOND AMEMDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF CLAYTON AND THE CLAYTON COMMUNITY FOUNDATION

WHEREAS, the City of Clayton desires to amend the Memorandum of Understanding between the City of Clayton and the Clayton Community Foundation, and

WHEREAS, the City and the Clayton Community Foundation share the goal of improving the quality of life for the Clayton Citizenry;

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

Section 1. The Board of Aldermen approves on behalf of the City a Second Amendment to the Memorandum of Understanding between the City of Clayton and the Clayton Community Foundation in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

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

Adopted this 23rd day of March 2021.

Michelle Harris
Mayor

ATTEST:

Jane Frazier
City Clerk

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "**MOU**"), effective as of May 24th, 2021 between the CITY OF CLAYTON, a municipal corporation located at City Hall, 10 N. Bemiston Avenue, Clayton, Missouri (the "**City**") and the CLAYTON COMMUNITY FOUNDATION, f/k/a the Clayton Century Foundation, a Missouri non-profit entity located in Clayton, Missouri ("**CCF**").

RECITALS:

The following are the circumstances which led the parties to enter into this amended Memorandum of Understanding:

A. CCF and the City are parties to a Memorandum of Understanding entered into on April 27, 2010 and a First Amendment thereto dated July 12, 2016.

B. CCF and the City wish to amend the Memorandum of Understanding to reflect changes in their relationship.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the parties hereto agree as follows:

1. The official name of CCF is recognized to be the Clayton Community Foundation and any reference to the Clayton Century Foundation in the MOU is understood to be a reference to the Clayton Community Foundation.

2. Section 6 of the MOU (City's Obligations) is revised to add the following provision: "CCF reimburses the City and/or pays an outside auditor for the reasonable cost of preparing and filing tax report forms for CCF."

3. Section 9 (Endowment Financial Procedures) The third subsection of Section 9 pertaining to an "Annual Report" is amended by deleting the text of that subsection and inserting in lieu thereof: "Reports regarding transfer of funds to the City by CCF shall be prepared by the City on a periodic basis as may be agreed to by the parties from time to time."

4. Section 11 (Financial Commitments) is amended to add the following language: "In lieu of mutually preparing a written development plan, the parties' governing bodies shall meet annually or at such times as shall be agreed upon from time to time to discuss and agree upon development priorities and fundraising goals."

5. Section 12 (Financial Statement) is amended to add the following language: "Maintenance of CCF financial records may, upon mutual agreement of the parties, be "outsourced" by the City to an accounting firm selected by CCF, with input from the City as to any selection. CCF, will in that case, directly contract with, and pay, the service provider all related costs and expenses."

6. A new Section 22 (CCF Administrator) is added to read as follows: "CCF and the City agreed in 2019 to jointly fund a full-time position, dedicated to CCF work, for a three year

term (October 1, 2019 – September 30, 2022). During the initial term, CCF and the City will split 50/50 all costs associated with the Administrator position to include all salary and benefits as well as workstation costs related to telephones and computers. Thereafter, CCF will be expected to incur 75% of all such costs for Fiscal Year 2023 (October 1, 2022 – September 30, 2023) and 100% of all such costs thereafter."

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to the Memorandum of Understanding as of the day and year first above written.

CITY OF CLAYTON	CLAYTON COMMUNITY FOUNDATION
By: _____	By: _____
Title: CITY MANAGER	Title: CCF President
Attest: _____ City Clerk	

CLAYTON COMMUNITY FOUNDATION

ART • HISTORY • PARKS • SUSTAINABILITY

Proposed Revisions of MOU

v.5.0 (11/8/2022)

Executive Summary

The Clayton Community Foundation (CCF) and the City of Clayton (City) are examining the current Memorandum of Understanding (MOU) and recommending revisions that would mutually benefit both parties. There is concern expressed by the City of potential conflicts of interest of a City Employee soliciting private funds from any citizen(s), developer(s), or related entity. The CCF Executive Director is technically a full-time City Employee and receives City salary and benefits. Under the current arrangement with the City, CCF reimburses a percentage of the full-time position, including salary, benefits, workstation costs, and related items. At the moment, the City manages all aspects of employment of the CCF Executive Director (formerly Foundation Administrator). This includes access to human resources, adherence to labor laws/code/taxes, management of salary, payroll, benefits, pension, and related items as dictated by City employment practices and standards. CCF also relies on usage of IT services, City facilities (CCF office space), and equipment (for CCF administrative tasks). CCF will strive for independence and continue efforts to further separate its reliance on the City, although at this time, CCF still requires the City's support for the stated operations.

Review Committee

Cordell Whitlock, CCF President
Sarah Melinger, CCF Immediate Past President
Hannah Kim, CCF Legal Advisor
David Gipson, City Manager
Toni Siering, Director of Parks and Recreation

Other Advisors & Parties

Andrea Muskopf, Assistant City Manager
Erin Huett, Human Resources Manager
Kevin M. O'Keefe, Attorney for City of Clayton
CCF Board of Directors (Executive Committee / Internal Affairs Committee)
Board of Alderman

Proposed Revisions to MOU

THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This THIRD AMENDMENT TO MEMORANDUM OF UNDERSTANDING (the "MOU"), effective as of October _____, 2022 between the CITY OF CLAYTON, a municipal corporation located at City Hall, 10 N. Bemiston Avenue, Clayton, Missouri (the "City") and the CLAYTON COMMUNITY FOUNDATION, f/k/a the Clayton Century Foundation, a Missouri non-profit entity located in Clayton, Missouri ("CCF").

R E C I T A L S:

The following are the circumstances which led the parties to enter into this amended Memorandum of Understanding:

A. CCF and the City are parties to a Memorandum of Understanding entered into on April 27, 2010 and a First Amendment thereto dated July 12, 2016.

B. CCF and the City wish to amend the Memorandum of Understanding to reflect changes in their relationship.

NOW, THEREFORE, in consideration of the recitals and other good and valuable consideration, the parties hereto agree as follows:

6. A revision to Section 22 (CCF Administrator title change to Executive Director) to read as follows:

Starting October 1, 2022 (City FY23), CCF and the City agree to an arrangement that allows for a full-time position, dedicated to CCF work and a mutually agreed upon set of weekly hours dedicated to City services, including but not limited to working with Department Directors to identify and apply for any local, state, and federal grant opportunities that would benefit the City. The grants will focus on areas of art, history, parks, and sustainability initiatives. CCF will pay 50% of the costs associated with the CCF Executive Director position to include all salary and benefits as well as workstation costs related to telephones and computers. The City will pay CCF for an agreed upon operating expense annually on a date determined by both parties. Every three years, the City and CCF shall review this agreement and determine any necessary modifications.

Issue of Concern
There is concern expressed by the City of potential conflicts of interest of a City Employee soliciting private funds from any citizen(s), developer(s), or related stakeholder(s). The CCF Executive Director is by definition a full-time City Employee and receives City salary and benefits.

Proposed Solution
CCF and the City agree to an arrangement that allows for a full-time position, dedicated to CCF work (30hrs. proposed) and a mutually agreed upon set of weekly hours (10hrs. proposed) dedicated to City services, including but not limited to working with Department Directors to identify and apply for any local, state, and federal grant opportunities that would benefit the City. These grants would be applied for on behalf of the City (in collaboration with the Department Director and CCF Executive Director) and would be awarded to the City directly. The grants could range in topic, but generally fall under the expertise of the CCF Executive Director to enhance art, history, parks, and sustainability initiatives. CCF will pay 50% of the costs associated with the CCF Executive Director position to include all salary and benefits as well as workstation costs related to telephones and computers. The City will pay CCF for an agreed upon operating expense annually on a date determined by both parties. Every three years, the City and CCF shall review this agreement and determine any necessary modifications.

Additional Clarification of Roles
CCF to:

- Continue to fulfill role outlined in MOU.
- Reimburse City for 50% of costs associated with full-time employment of CCF Executive Director.
- CCF Executive Director to dedicate 10 hours weekly to city grants for art, history, parks, and sustainability initiatives
- CCF President to perform annual performance review with CCF Executive Director.
- CCF to arrange a joint meeting with Board Alderman annually to discuss projects.

City to:

- Continue to fulfill role outlined in MOU.
- City pay CCF for an agreed upon operating expense annually.
- Work with CCF Executive Director to identify and apply for local, state, and federal grants that would be awarded directly to the City.

Salary Adjustments (2023)

- $75,000 annual salary (currently $67,291)
- Position hired as Foundation Administrator (2019) and promoted to Executive Director (2021)

Summary of Estimated Annual Costs (2023)

- $94,481.13-100,000 total wages & benefits
- 50% = $47,240.56 -50,000 (paid by CCF to City)

Proposed CCF Annual Operating Expense to be Paid by City

- $23,800 – 25,000 (may be City in-kind; eliminating CCF's need to budget the expenses)
- Includes: insurance, facility fees, bank & tax fees, admin. supplies, general postage, software

CCF By Design
CCF originates from a corporation formerly known as the Clayton Parks Foundation. By design, CCF is always intertwined with municipal government. Although the public government and private nonprofit (CCF) are independent organizations, CCF exists as the official nonprofit partner to help the city achieve its mission. In some ways, it can be said that it is the mission of CCF to help the City fulfill its mission. And in this way, both organizations need each other and rely on each other. As a discussion point, it is worth stating, CCF could obtain complete independence from city facilities and related office needs within the next 2-3 years. However, it is unlikely CCF will ever be able to match the comprehensive salary and benefits package offered by the City. Understanding this fact, it is important to agree on a long-term

solution that is mutually agreeable for both parties.

CCF Recent Efforts

Per the MOU, "CCF desires to become a self-supporting organization which provides assistance to the City in developing City facilities an other amenities;" Recent efforts by CCF include the hiring of a contract accounting firm (2021) to manage CCF finances, reporting, bills, assistance with annual tax filings, and assistance of bi-annual audits. This has allowed time and burden to be relieved from city employees in both the Finance and Parks and Recreation Departments. Additionally, CCF designed and launched a website (2021) independent from the City municipal government website. Separating this online presence, created a clear distinction between public (government) and private (nonprofit). This allows CCF to message and solicit independent from public communications and external affairs. Additionally, CCF has continued to succeed in efforts to separate daily transactions, including online/phone payments/donations, and related systems. The City continues to provide oversight and assistances with mailed donations by depositing and providing record for CCF so that CCF can create bank reconciliation and work with contract accounting firm and control of assets.

Employee Expertise

CCF Executive Director has extensive education, background, and expertise in art, history, education, and public engagement. This includes former employment in museums and cultural organizations. This expertise could be used to reopen the Historic Hanley House (closed during the pandemic in 2020), reactivate the interior space with tours and/or tour-based platforms, digital self-guided tools, among other educational possibilities for multigenerational audiences. Though long-term, it may be better to focus on obtaining “resources” required (both preservation & engagement), securing the city a grant from a local, state, or federal agency to fulfill the potential of the city’s historic asset.

Addendums

- MOU between CCF and the City
- CCF Executive Director by the Numbers
- CCF Executive Director position description

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: DECEMBER 13, 2022

SUBJECT: PUBLIC HEARING & AN ORDINANCE - SUBDIVISION PLAT FOR 6602 ALAMO AVENUE

This is a public hearing and subsequent ordinance to consider approving a subdivision plat for the division of one lot into four lots. All lots have a zoning designation of R-5, Medium-Low Density Multiple-Family District.

The subject property is located at the southwest corner of the intersection between Alamo Avenue and St. Rita Avenue. Construction of four townhouses on the existing lot is underway. The development was originally approved as a condominium style development where all four townhouses would be located on one lot. The developer is now proposing a subdivision plat to allow for development of the four townhomes on fee simple lots. The R-5 District requires a minimum lot width of 20 feet per townhouse unit and a minimum lot area of 1,974 square feet per townhouse unit. A cross access easement is established to support use of the shared driveway by all four townhouse units. The proposed plat conforms to the Subdivision Regulations and the R-5 District standards.

The Plan Commission considered this request at its November 21, 2022, meeting and voted 5 – 0 to recommend approval with the following conditions:

1. That the applicant provides a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements after Board of Aldermen approval.

2. That the applicant files the plat with the St. Louis County Recorder of Deeds office and submit proof of filing to the City within 30 days of Board of Aldermen approval.

STAFF RECOMMENDATION: To approve with conditions set forth in the ordinance for adoption.

BILL NO. 6925

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO SUBDIVIDE CERTAIN PROPERTY LOCATED ON ALAMO AVENUE IN THE CITY OF CLAYTON, MISSOURI.

WHEREAS, there presently exists in the City of Clayton one (1) residential lot addressed 6602 Alamo Avenue, more particularly described as follows:

EAST 90 FEET OF LOTS 18 AND 19 OF THE HI-POINTE ADDITION SUBDIVISION
IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, the owner of said property desires to subdivide said lot into four (4) lots, in accordance with the City of Clayton Subdivision Ordinance, and has submitted the plat of said property to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance.

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

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

Section 1. The subdivision of the above-described property, addressed 6602 Alamo Avenue, in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved and the plat is authorized to be filed in the office of the Recorder of Deeds.

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

Section 3. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office within 30 days of the approval of said plat by the Clayton Board of Aldermen.

Section 4. The owner (applicant) must provide a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements after Board of Aldermen approval.

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

Passed this 13th day of December 2022

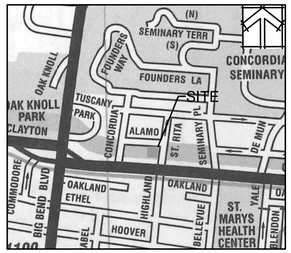
_____
Mayor

ATTEST:

_____
City Clerk

ALAMO TOWNHOMES
A TRACT OF LAND BEING THE EAST 90 FEET OF LOTS 18 AND 19 OF "HI-POINTE"
IN U.S. SURVEY 2037, TOWNSHIP 45 NORTH - RANGE 6 EAST
CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI
ZONED "R-5" MEDIUM-LOW DENSITY MULTPLE FAMILY DWELLING DISTRICT

LOCATION MAP - NTS



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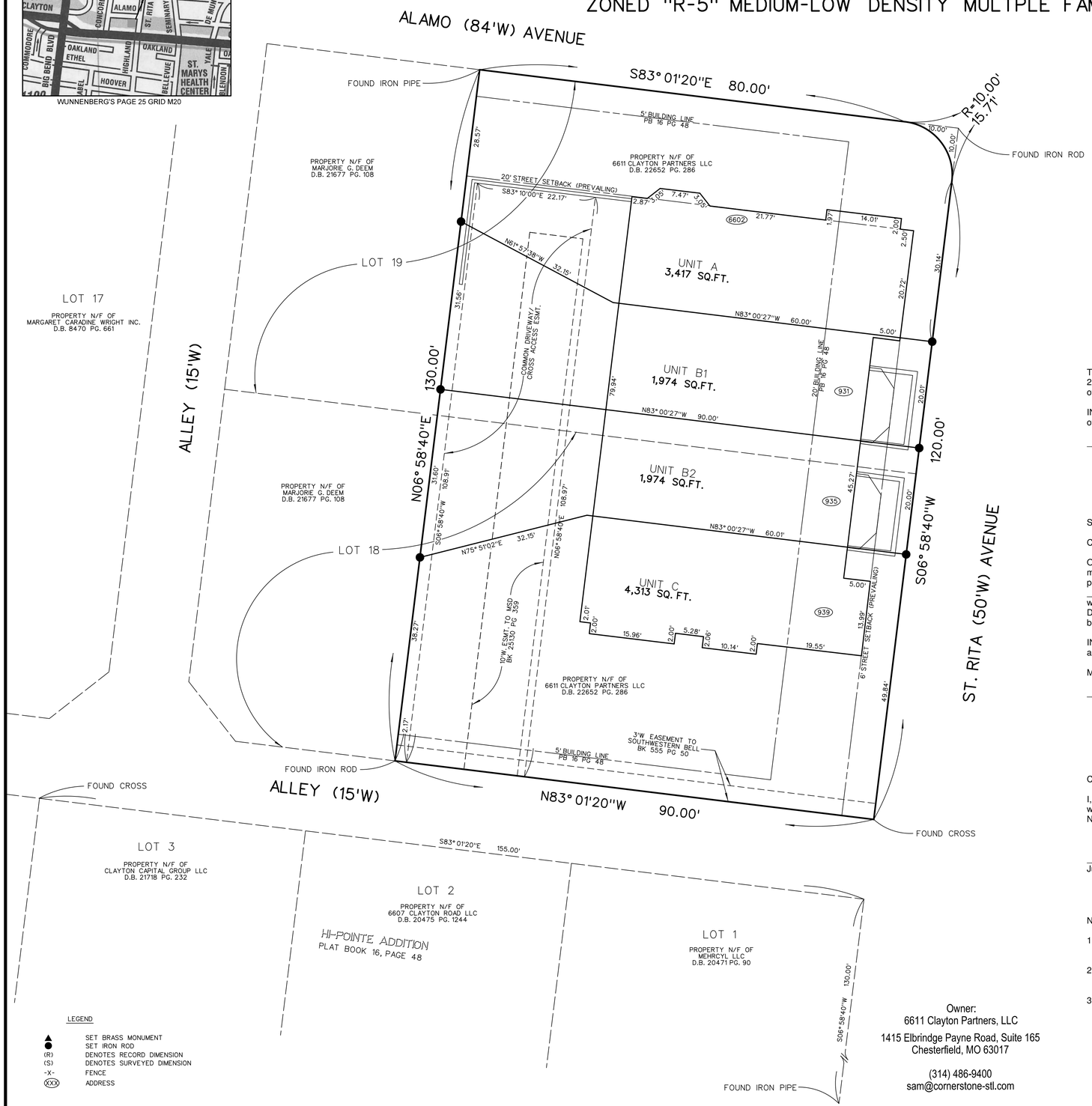
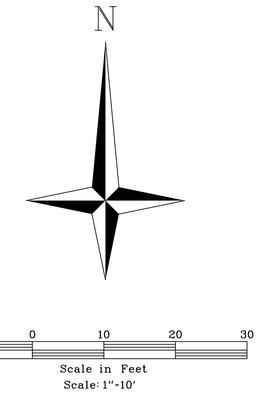




LEGEND

▲	SET BRASS MONUMENT
●	SET IRON ROD
(R)	DENOTES RECORD DIMENSION
(S)	DENOTES SURVEYED DIMENSION
-X-	FENCE
(XXX)	ADDRESS

Owner:
6611 Clayton Partners, LLC
1415 Elbrindge Payne Road, Suite 165
Chesterfield, MO 63017

(314) 486-9400
sam@cornerstone-stl.com

The undersigned holder or legal owner of notes secured by deed recorded in Book 22652 Page 286 of the St. Louis County Records, joins in and approves in every detail of this subdivision plat.

IN WITNESS WHEREOF, it has signed and sealed the foregoing this _____ day of _____, 20__.

_____ _____
Signature

_____
Print Name & Title

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

On this _____ day of _____, 20__, before me personally appeared _____, to me personally known, who being by me duly sworn(affirmed), did say that he/she is the _____ of Southern Illinois Bank, and that said instrument was signed on behalf of said _____ by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said _____.

IN WITNESS WHEREOF, I have signed and sealed the foregoing the day and year first above written.

My Commission Expires:

_____ _____
Notary Public

_____
Print Name

CITY CERTIFICATION

I, June Frazier, City Clerk for the City of Clayton, do hereby certify this Subdivision Plat was approved by the Board of Alderman of the City of Clayton, Missouri by Ordinance Number _____, on this _____ day of _____, 20__.

_____ _____
June Frazier, City Clerk Michelle Harris, Mayor

Notes:

1. Property referenced from Deed Book 22652 Page 286 of the St. Louis County Records.
2. A Title Commitment was not available for our use. Property subject to easements and restrictions of record, if any.
3. Vertical control was established using Trimble R8s GPS equipment and the MoDOT GPS RTK Network. Vertical control is reported in NAVD 88 using Geoid 12A.

   Site Benchmark – Elevation 583.92 center of cut cross found near the Southeast corner of 6602 Alamo Avenue..

THIS PLAT CONTAINS 11,678 SQ.FT.

Property Description per Deed Book 22652 Page 286

Parcel 2:
The East 90 feet of Lots 18 and 19 of Hi-pointe Addition, a subdivision in St. Louis County, Missouri, according to the Plat thereof recorded in Plat Book 16 Page 48 of the St. Louis County Records.

We, Volz Incorporated, have by order of 6611 Clayton Partners, LLC, prepared a Survey and Subdivision Plat of "Alamo Townhomes' in U.S. Survey 2037, Township 45 North - Range 6 East, City of Clayton, St. Louis County, Missouri" and the results are represented hereon. This plat contains all information required by Section 448.2-109, RSMo, and is in compliance with the current Missouri Standards for Property Boundary Surveys adopted by the Missouri Board for Architects, Professional Engineers, Professional Land Surveyors and Professional Landscape Architects and The Missouri Department of Agriculture and meets the accuracy requirements set forth for Urban Property.

We, the undersigned owners of the tract of land herein platted and further described in the foregoing surveyor's certificate have caused the same to be surveyed and subdivided in the manner shown on this plat, which subdivision shall hereafter be known as "Alamo Townhomes".

Building lines as shown on this plat are hereby established.

This subdivision is subject to conditions and restrictions recorded the _____ day of _____, _____ as Daily Number _____ in the St. Louis County Records.

The Common Driveway / Cross Access Easement, shown hereon, is hereby dedicated to the present and future owners of the lots in this subdivision, their heirs, guests, assigns, and invitees as their interest may appear, for the purpose of parking, ingress and egress of vehicles or pedestrian traffic.

Two permanent monuments for each block created (indicated as ▲) and semi permanent monuments at all lot corners (indicated as ●) will be set, with the exception that the front lot corners may be monumented by notches or crosses cut in concrete paving on the prolongation of the lot line, within twelve (12) months after the recording of this subdivision plat, in accordance with 2 CSR 90-60.30 of the Missouri Department of Agriculture and 20 CSR 2030-16.030 of the Missouri Department of Insurance, Financial Institutions and Professional Registration.

IN WITNESS WHEREOF, I have signed and sealed the foregoing this _____ day of _____, 20__.

6611 Clayton Partners, LLC _____
Signature

_____
Print Name & Title

PRELIMINARY FOR REVIEW & COMMENT

Eric J. Kirby
Professional Land Surveyor
Mo. P.L.S. #2005000074

VOLZ Incorporated
10849 Indian Head Ind'l. Blvd.
St. Louis, Missouri 63132
314.426.6212 main - 314.890.1250 fax
WWW.VOLZINC.COM

6602 Alamo Ave.
Clayton, MO 63105

Sheet 1 of 1

22278

MISSOURI CORPORATE CERTIFICATES OF AUTHORITY:
NO. 19 EXPIRES : DECEMBER 31, 2023 - LAND SURVEYING
NO. 203 EXPIRES: DECEMBER 31, 2023 - ENGINEERING

H:\CAD\22200-22299\22278\Plats\Plat.dgn

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: DECEMBER 13, 2022

SUB ECT: PUBLIC HEARING & AN ORDINANCE - AMENDING SECTION 405.3990 OF ARTICLE XXIX "OUTDOOR DINING"

This is a public hearing to consider amending Article XXIX "Outdoor Dining", Section 405.4010, of the City's Zoning Regulations to allow temporary tents over outdoor dining space located on private and/or public property. The City of Clayton is a restaurant destination for residents, employees and visitors throughout the region. The outdoor dining experience in Clayton allows diners to enjoy the City while adding activity and vibrancy to the City's streets. Restaurants benefit from the expanded square footage and visibility, as does the City from increased tax dollars generated from the additional restaurant business. Outdoor dining is permitted yearlong on public and/or private property as an accessory use to a restaurant that has indoor seating.

Outdoor dining standards have been in place since the early 1990s. Over the years, various revisions have been made in response to feedback from restaurant owners, diners, citizens and City staff. As an emergency effort during the COVID-19 pandemic, the City launched an Outdoor Dining Temporary Tent program. This program allowed restaurants to provide increased outdoor dining options during cooler months in response to capacity restrictions and limitations for indoor dining. The program was utilized by a variety of restaurants throughout the City. After discussions with various restaurant owners and landlords, staff is proposing to make the temporary tent program a permanent option.

As proposed, applicants would be required to submit documents for review as part of an Outdoor Dining Permit. The Planning Department has the discretion to issue, refer to the Architectural Review Board, or deny any Outdoor Dining Permit application. Temporary tents as part of this permit would be reviewed by the Building Division, Fire Department, and Public Works Department in addition to the planning staff. All existing provisions for outdoor dining areas including location and operation would apply to the placement and design of a temporary tent.

The Plan Commission considered this request at its meeting on November 21, 2022, and voted unanimously to recommend approval.

STAFF RECOMMENDATION: To approve the amendment as proposed.

BILL NO. 6926

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 405 ONING REGULATIONS , ARTICLE XXIX "OUTDOOR DINING", SECTION 405.4010 TO ALLOW TEMPORARY TENTS OVER OUTDOOR DINING AREAS.

WHEREAS, outdoor dining is permitted yearlong on public and private property; and

WHEREAS, the City deployed a temporary tent program during the COVID-19 pandemic for outdoor dining areas that was positively received by businesses and visitors; and

WHEREAS, the City wishes to establish the temporary tent program as a permanent option under an Outdoor Dining Permit; and

WHEREAS, on November 21, 2022, the Plan Commission held a public hearing after due notice and, by a vote of 6–0, voted to recommend approval of the proposed amendment to the Board of Aldermen; and

WHEREAS, on December 13, 2022, the Board of Aldermen held a public hearing to consider the merits of this Ordinance, after satisfying all publication and notice requirements established by law, and all persons present at such hearings were given an opportunity to be heard and were heard.

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

S 1: A

Article XXIX of Chapter 405 of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended by the addition of one new Section, initially to be designated as Section 405.4010, to read as follows:

C a 405. R a

A XXIX: O D

S 405.4010 O D T a T

A. Temporary tents shall be permitted to cover all or part of an outdoor dining area, including public and/or private property, from November through March. Any tent or covering installed for a longer period shall be considered a permanent structure and subject to applicable City regulations.
B. Temporary tents may be approved or authorized by the City Manager or his/her designee who shall also have the authority to refer an application to the Architectural Review Board for review.
C. Permitting and Review. Plans for a temporary tent shall be submitted annually for review as part of an Outdoor Dining Permit per Section 405.4000. Plans shall be reviewed by staff from the Planning Division, Building Division, Fire Department,

Public Works Department, and other staff as deemed necessary. Plans submitted for review shall include the following information:

1. A detailed site and floor plan for tents or membrane structures shall be provided with each application for approval. The tent or membrane structure floor plan shall indicate details of the means of egress facilities, seating capacity, arrangement of the seating and location and type of heating and electrical equipment.
2. The applicant must provide details which clearly illustrate how the structure will be fastened to resist uplift (wind) loads.
3. The applicant must certify that the tent structure has been designed and constructed to sustain dead loads; loads due to tension or inflation; live loads including wind, snow or flood and seismic loads as required by other applicable City Codes including, but not limited to, Chapter 205 Fire Protection and Fire Prevention and Chapter 500 Building Codes and Building Regulations.
4. The use of any heating or cooking devices under the tent or directly adjacent to the tent must be noted on the site plan. Details of the heating or cooking devices shall be provided to the City for review.
5. The tent design shall be provided including materials and colors.
6. A color photograph of the tent proposed.
7. Additional information as may be requested by staff.

D. Regulations. Temporary tents shall be designed and installed in compliance with the following regulations:

1. The maximum area for an outdoor dining temporary tent or membrane structure shall be 1,600 square feet unless it is located on a college/university campus.
2. Tents shall be enclosed on a maximum of three sides unless a sufficiently sized mechanical filter air purifier is used within the tent. The purifier must be rated to provide a clean air delivery rate (CADR) that is large enough for the size of the tent.
3. Fabric portions of tents and canopies must be of a neutral color and may not contain any advertising.
4. Tents shall conform with requirements of Section 405.3980, Location, above.
5. The permit holder shall be responsible for cleaning the area within the tent.
6. Tents placed in the right-of-way shall also be subject to the following requirements:
   a. In the event of planned or unplanned construction or utility system maintenance, the applicant shall be responsible for relocating the tent to allow for such work to be completed.
   b. Tents shall not connect or attach to city infrastructure (sign poles, light poles, benches, parking meters etc.) in the right of way and shall not impact the use of such items.
   c. Applicants must obtain insurance for the tent in accordance with Section 510.090 of the Clayton Code of Ordinances.
7. Liquid petroleum heating devices shall comply with all safety requirements outlined in the International Fire Code and International Building Codes as

adopted by the City of Clayton. Minimum requirements for liquid petroleum heating devices used in conjunction with tent structures are as follows:

a. Portable gas-fired heating appliances must be listed on the application for a temporary ten.
b. Outdoor gas-fired heating appliances shall comply with the listed distance requirements from any combustibles.
c. Heating devices must be located at least five (5) feet from any exit or exit discharge.
d. The heating element or combustion chamber of portable outdoor gas-fired heating appliances shall be permanently guarded to prevent accidental contact by persons or material.
e. LP tanks must be secured to prevent accidental force knocking the supply over.
f. A 2A 10BC (minimum size) fire extinguisher must be located within one hundred (100) feet of the heating device at all times.
g. No more than fifteen (15) 20-pound tanks shall be stored together onsite

8. Tents and membrane structures shall comply with all requirements of the International Fire Code and International Building Code as adopted by the City of Clayton. Additional permitting and review may be required by the Fire Department based on the tent features.
9. All tents installed for a period longer than thirty (30) days shall be inspected at regular intervals, but not less than two times per permit use period, by the permittee, owner or agent to determine that the installation is maintained in accordance with these regulations. Inspection reports shall be kept on file be the permittee and shall include reports of maintenance, anchors, and fabric inspections. Inspection reports must be provided to the Fire Department or Building Official upon request.

S 2: E a D

The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations, the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

S 3: S a

It is hereby declared to be the intention of the Clayton Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

S 4: E Da

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

Pa B a A 13 a D 2022

_____
Mayor

Attest:

_____
City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: DECEMBER 13, 2022

SUBJECT: PUBLIC HEARING & A RESOLUTION - CONDITIONAL USE PERMIT AMENDMENT – 7641 WYDOWN BOULEVARD RESTAURANT KNOWN AS AKAR

This is a public hearing to consider an application for a Conditional Use Permit (CUP) amendment submitted by Poh Lee of BL Hospitality LLD, d/b/a AKAR, restaurant owner, to allow for the expansion of an existing restaurant into an adjacent tenant space. The existing restaurant space measures approximately 400 square feet with an additional outdoor dining area. The proposed expanded restaurant measures 1,280 square feet. Other than the expansion, changes to the operation of the restaurant or CUP are not being requested.

The existing CUP allows for operation of the restaurant seven (7) days a week from 4:00 p.m. until 9:00 p.m., however, the restaurant is typically closed on Mondays. The restaurant concept is a full-service sit-down restaurant open for dinner. The restaurant currently provides a maximum of 40 seats (16 indoor and 24 outdoor). The proposed expansion area would provide an additional 26 indoor seats. The applicant already has a full liquor license. Delivery service from the restaurant is not proposed.

The restaurant is located outside of Downtown Clayton, therefore parking is required for employees. The applicant has secured parking spaces from an adjacent property. Proof of the parking agreement has been submitted to the City and was found to be satisfactory.

Deliveries to the restaurant will be made using the rear door, delivery vehicles shall use the parking area behind the building, located off the alley to the rear.

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

STAFF RECOMMENDATION: To approve a Conditional Use Permit for the operation of AKAR located at 7641 Wydown Boulevard per the conditions outlined in the Resolution.

RESOLUTION NO. 2022-27

WHEREAS, on November 18, 2022, the City received an application and letter from Poh Lee of BL Hospitality LLD, d/b/a AKAR, requesting an amendment to an existing Conditional Use Permit to allow for the expansion of an existing restaurant from 400 square feet to 1,280 square feet.

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

WHEREAS, the Board of Aldermen considered the request at their meeting of December 13, 2022; and

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

Section 1. Pursuant to the authority of Article VII (Conditional Use Permit), of Chapter 405 (Zoning Regulations), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to BL HOSPITALITY LLD, to allow the operation of a restaurant to be known as AKAR located at 7641 Wydown Boulevard is hereby granted. Said property is more particularly described as follows:

PART OF LOT 9, BLOCK A, WYDOWN FOREST SUBDIVISION
IN THE CITY OF CLAYTON, MISSOURI

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

(1) The permit shall be granted to BL Hospitality d/b/a AKAR (the "Permittee"), and shall not be further transferred or assigned without the prior written approval of the City of Clayton.

(2) The property shall be improved, maintained and operated substantially in accordance with an application for amendment of a Conditional Use Permit received by the City of Clayton on November 17, 2022, and with plans and specifications as filed with and approved by the City of Clayton.

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

(4) Permitted hours of operation are up to seven (7) days a week from not earlier than 4:00 p.m. until not later than 9:00 p.m

(5) The Permittee shall obtain an Outdoor Dining Permit from the City's Planning Department prior to commencing outdoor dining.

(6) An off-street parking space shall be designated for use by the delivery vehicle in accordance with the City's delivery policy.

(7) Any exterior revisions, including signage, shall be approved by the City prior to such change.

(8) That the Permittee is responsible for keeping the area inside and outside the establishment clean and free from litter and debris.

(9) No outdoor music or similar audio shall be permitted without the prior written approval of the City.

(10) The applicant shall maintain four parking spaces for employees nearby for the remainder of the restaurant operation.

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

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

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

Adopted this 13th day of December 2022.

_____
Mayor

ATTEST:

_____
City Clerk

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

CONDITIONAL USE PERMIT APPLICATION-RESTAURANTS

(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. A $235.00* APPLICATION FEE, ELEVEN (11) 11 X 17 PLAN SETS, A LETTER ADDRESSED TO THE HONORABLE MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN REQUESTING THE CUP, AND AN ELECRTONIC COPY (emailed to hkropp@claytonmo.gov) MUST ACCOMPANY THIS APPLICATION
(INCLUDES $35 NON-REFUNDABLE PROCESSING FEE)

Location of Project: 7641 WYDOWN BLVD STE 5

Project Description: "AKAR" DINING ROOM EXPANSION

PART A: PARTIES OF INTEREST

The full legal name of restaurant 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: BL HOSPITALITY LLC

Contact Person's Name: POH L LEE AKA "BERNIE"

Address: 7641 WYDOWN BLVD STE 5

Phone Number & E-Mail Address: 314-933-0513 bernielee609@gmail.com

Interest in Property (Tenant/Owner): Tenant

Name of Property Owner(s) - if different from above: Linpage / PPM LLC

Address: 1034 s brentwood saint louis. mo. 63117. suite 300

Updated November 2022

Phone Number & E-Mail Address: 314-409-3292 choltzman@stlcre.com

Name of Architect/Engineer (Please Specify) Alvah Levine

Address: Alvah Levine 2025 s brentwood. #101

Phone Number & E-Mail Address: 314-991-5600 alvah@levinearch.net

List Managing Officers or persons who will be in active control and supervision of business:

Name/Position: Bernie Lee, Owner/President

Name/Position: Nhat Nguyen, Manager

Name/Position: Robert Hu, Corp Accountant

PART B: SITE DESCRIPTION

Legal Address of Property: 7641 WYDOWN BLVD STE 5

*Lot Number:*_____ *Block Number:*_____ *Locator Number:* 19K620329

Subdivision Wydown Forest Current Zoning: a-3 resturaunt

Current Use of Site: assembly. restuarunt is existing.

Proposed Use of Site: Full Service Restaurant Dining Room

Estimated Cost of Construction : 2,500 No. of Stories : 1

PART C: INTENDED USE-RESTAURANT

Briefly describe the type and character of the operation: Restaurant-Asian fusion dining room

Days and Hours of Operation: Monday Closed Tues-Sun 4-9pm

Will a liquor license by requested? Yes _x_ No____ If yes, which type: Existing

Updated November 2022

Square Footage of Proposed Use: 1280 Number of seats: 22

Number of Parking Spaces: Employees: 5 Patrons 20 Valet Parking? Yes____ No x

Location of Parking Facilities: Rented spaces from neighbors with parking. clayton provided parking

at the hanley and wydown lot. street parking

Applicant must demonstrate that it can comply with the parking requirements of Clayton's Zoning Code. Accordingly, the applicant must either i))submit an executed parking agreement with the owner or other private off-street parking provider for the exclusive use of the above denoted parking spaces; or ii) must otherwise demonstrate exclusive use of sufficient parking spaces.

Describe when and how deliveries will be made to the operation: _____

off street parking space disignated for use by Delivery co's

If restaurant is to offer deliveries, please describe your ability to comply with the attached City of Clayton Delivery Policy:_____

Briefly describe the manner in which the disposal of refuse for the operation will occur :Trash service

Does the restaurant intend to participate in a recycling program? Yes _____ No x

Review by the Clayton Architectural Review Board 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, which can be obtained from the Housing & Planning Dept.

PART D: OUTDOOR DINING/SEATING

Please provide a copy of survey showing building line, property line, right-of-way line, proposed seating plan and landscaping.

Is this an outdoor dining service area or seating for self-service? Briefly explain the operation.

There is availability for outdoor seating. Seating is appointed by the staff for all customers.

no self seating.

Is the food service and menu the same as the indoor facilities? Please explain: Food services are provided

by the staff for customers.

Square footage of the Area: 200sqft Number of Seats: 10

Please explain how patrons will access the outdoor dining/seating facilities from the restaurant: _____

seating is infront of main entrance. Patrons come in and get appointed to seat by staff

Description of Furniture: moveable chairs and tables. heavy gage steel.

Description and proposed location of Pedestrian Barrier: existing landscaping

Description of Landscaping: existing perimeter concrete blocks

Description of Lighting: building provided / street provide light.

Hours of Operation: Monday Closed Tues-Sun 4-9pm

Additional parking: Employee Spaces _____ Patron Spaces _____

Will there be public right-of-way encroachment? Yes _____ No x Number of Feet 5

The following must accompany this application: 1) Documentation of insurance for the encroachment (if applicable), naming the City of Clayton as an additional insured, in amounts required by the Clayton Code, Section 22-24(1)(g), 2) Outdoor Dining/Seating Agreement (attached), and 3) An Architectural Review Board Application (available in the Housing & Planning Department).

PART E: AMENDMENT TO AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

Please describe the proposed amendment: Akar is expanding its seating to the old salon. a 4' wide opening in the wall adressess the access to both spaces.

Please describe why the proposed amendment is necessary: required by city of clayton public works

PART F: TRANSFER OF AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

The full legal name of the restaurant operation currently approved, as set forth on the existing conditional use permit:

BL HOSPITALITY LLC dba AKAR

The full legal name (owner, partnership, corporation, etc.) and complete address of the entity to which the C.U.P will be transferred:

Please describe any changes to the operation: no changes

Please describe any changes to the menu: no changes

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

DINING ROOM EXPANSION

SIGNATURES

Signature of Applicant (Required): Corbin Holtzman ***Date:*** 11/18/22

Title: President

Signature of Property Owner (Required): Corbin Holtzman ***Date:*** 11/18/22

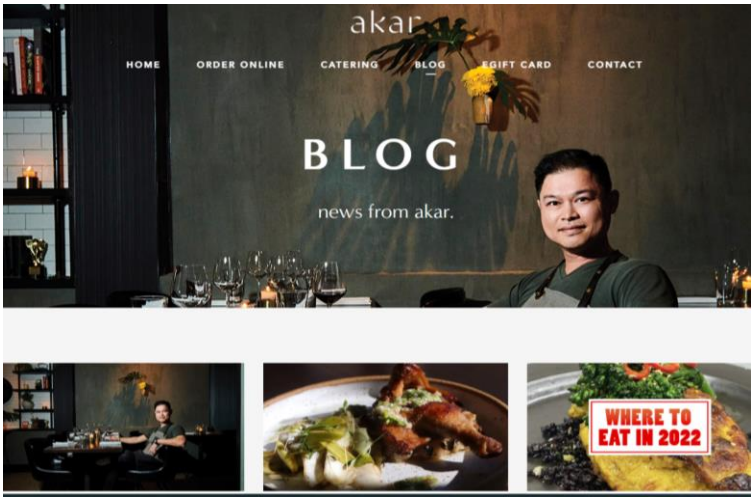
Title: President

Updated November 2022

Dear Honorable Mayor Michelle Harris and Members of the Board of Alderman,

The Following is a request to expand the existing conditional use permit for "Akar". Located at 7641 Wydown (Southeast corner of Hanley and Wydown). Akar has been a restaurant at the property since late 2019. The restaurant lead by Bernie Lee has been a great asset to us as owners and patrons.

We admire Bernie's influence through his tasteful menu and more importantly his leadership as he overcame the struggles of Covid. Since we have owned the property Bernie has expressed his needs to expand his 200sqft seating area. A missed opportunity this year for a temporary exterior tent has turned into a new opportunity by expanding into the neighboring space containing 400sqft to be used as additional dinning room. His hours of operation align well with the parking needs within the area. Your help to expedite this process is greatly appreciated. The opportunity to provide interior seating for both Akar, PPM, and the city of Clayton is here!



1034 S. Brentwood Blvd
Suite 1930
St Louis, Mo 63117

PHONE (314) 863-3700
FAX (314) 863-3703
WEB SITE www.stlcre.com

GENERAL NOTES:

1. CONDITIONS GIVEN ARE APPROXIMATE, ALL DIMENSIONS AND CONDITIONS ARE TO BE FIELD VERIFIED AT THE SITE. CONTRACTOR TO VERIFY THE QUANTITY AND LOCATION OF ALL ELECTRICAL DEVICES (OUTLETS, LIGHT SWITCHES, THERMOSTATS, ETC.), MECHANICAL, WATER, SEWER LINES. IF THERE ARE ANY DISCREPANCIES OR DIFFERENCES BETWEEN DRAWINGS, SITE CONDITIONS, OR OWNER'S REQUIREMENTS, THEY SHOULD BE PROMPTLY BROUGHT TO THE ARCHITECT'S ATTENTION FOR RESOLUTION.
2. CONTRACTORS SHALL OBSERVE ALL REGULATIONS IMPOSED BY THE APPROPRIATE GOVERNING BODIES AND ALL WORK SHALL COMPLY WITH THE REQUIREMENTS FOR LOCAL BUILDING CODES AND FIRE PROTECTION REQUIREMENTS.
3. ALL DIMENSIONS GIVEN ARE FINISH TO FINISH UNLESS OTHERWISE NOTED.
4. FINAL DIMENSIONING OF PARTITIONS TO BE VERIFIED IN THE FIELD.
5. UNDER NO CIRCUMSTANCES SHALL ANY MEASUREMENT BE SCALED FROM THE DRAWINGS.
6. REMOVE ALL EXISTING PARTITIONS,DOORS AND FRAMES,CEILINGS, LIGHTING CASEWORK, PLUMBING, ETC. WITHIN TENANT SPACE.
7. REPAIR EXISTING PARTITIONS, ETC. TO REMAIN AT DEMOLITION AREAS.
8. MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION SUBCONTRACTORS SHALL PERFORM ALL CUTTING AND DRILLING THROUGH WALLS, FLOORS AND CEILING AS MAY BE REQUIRED FOR INSTALLATION OF NEW WORK. CONTRACTOR IS RESPONSIBLE FOR REVIEWING THIS TYPE OF WORK WITH THE OWNER PRIOR TO THE START OF CONSTRUCTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR FIRE STOP AT ALL WALLS, FLOORS, AND SOFFITED AREAS AS MAY BE REQUIRED BY LOCAL CODES.
10. THE CONTRACTOR IS RESPONSIBLE THAT PENETRATIONS IN THE ACOUSTIC WALLS AND CEILINGS ARE MINIMAL. CAULK AND SEAL AIR GAPS.
11. THE CONTRACTOR IS TO PROVIDE BLOCKING AS REQUIRED FOR ALL CASEWORK EVEN WHERE NONE IS SPECIFICALLY REQUESTED.
12. MECHANICAL, PLUMBING, ELECTRICAL, WORK TO BE PROVIDED BY DESIGN-BUILD CONTRACTORS.
13. EXISTING TOILET ROOMS TO REMAIN, INCLUDING ACCESSIBLE TOILETS IN LOWER LEVEL.

DOOR AND HARDWARE NOTES:

1. EXISTING REAR EXIT DOOR TO REMAIN. VERIFY EXISTING HARDWARE.
2. EXISTING INTERIOR DOORS TO REMAIN.
3. PROVIDE NEW ALUMINUM STOREFRONT DOORS WITH INSULATED TEMP GLASS, INCLUDING PANIC DEVICE AND CLOSERS

PROJECT DATA

BUILDING CODE: 2015 IBC/ IEBC / 2015 IFC
(LEVEL 2 ALTERATION)

CONSTRUCTION TYPE: I-B

NON SPRINKLERED

OCCUPANCY TYPE
'A-3' ASSEMBLY (RESTRAURANT)

TENANT AREA:
EXISTING 740 SF
EXPANSION 540 SF

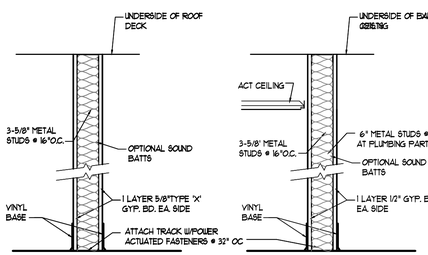
OCCUPANCY:

EXISTING KITCHEN	450 SF / 200 SF/PERSON	= 3
EXISTING DINING	200 SF / 15 SF/PERSON	=14
NEW DINING	400 SF/ 15 SF/PERSON	= 27
TOTAL		=44

DINING DESIGN OCCUPANCY:

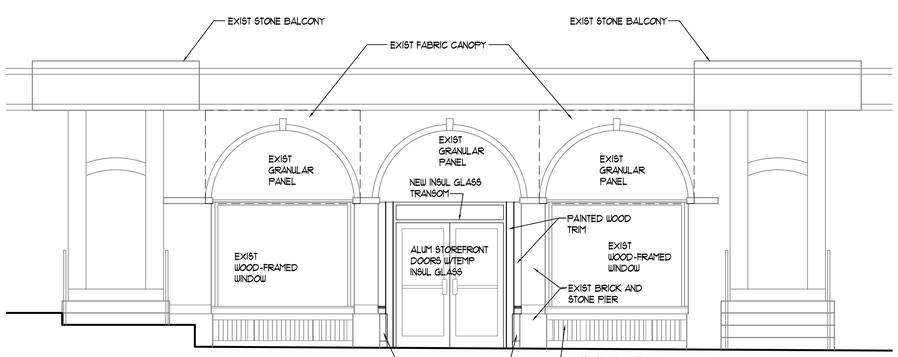
EXISTING DINING:	12
NEW DINING	26
TOTAL	38

EXISTING EXTERIOR FINISHES AT 522 SOUTH HANLEY
SCALE: NTS

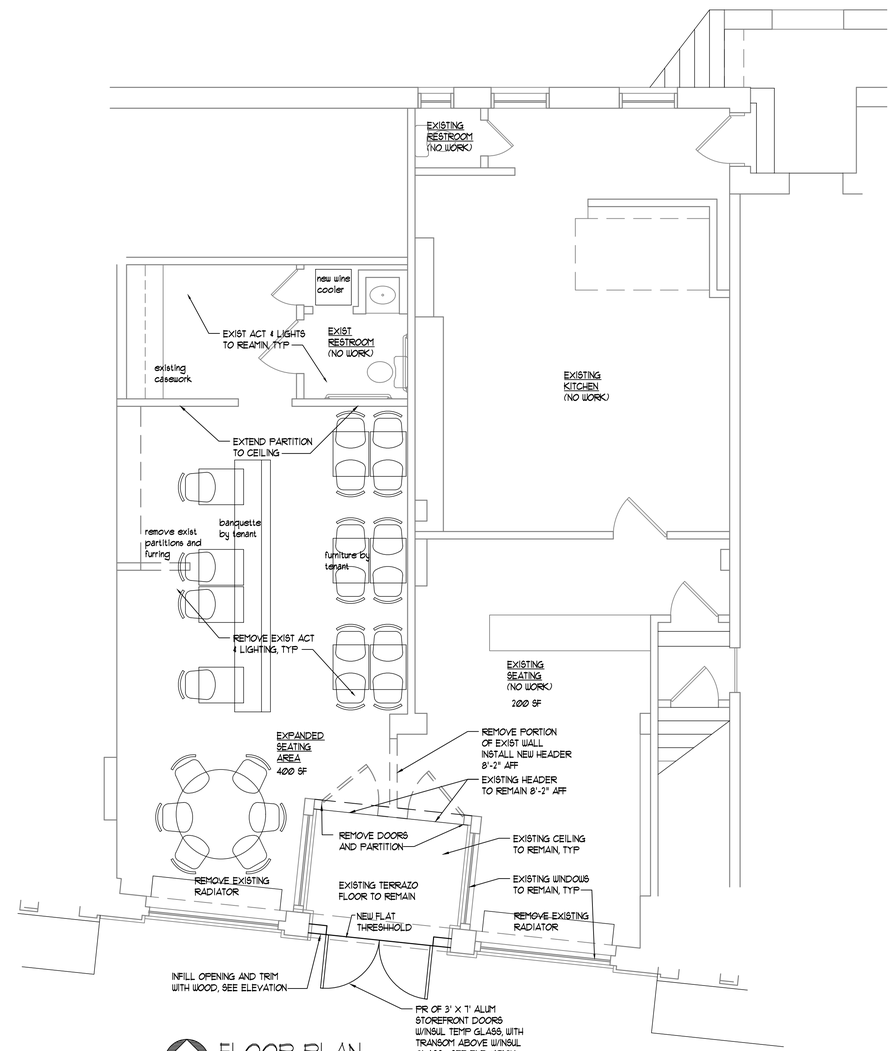


DEMISING PARTITION
SCALE: 1" = 1'-0" (EXISTING BY LANDLORD)

TYPICAL PARTITION
SCALE: 1" = 1'-0"



FRONT ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN
SCALE: 1/4" = 1'-0"

LEVINE associates
architecture · interiors · planning
2025 South Brentwood Boulevard, Suite 101
Saint Louis, Missouri 63144
Phone 314-991-5600

STATE OF MISSOURI
ALVAH M. LEVINE
NUMBER A-4246
REGISTERED ARCHITECT
11-16-22

ARCHITECT- ALVAH M. LEVINE
MO LICENSE A-4246

ALVAH M. LEVINE, INC.
DBA LEVINE ASSOCIATES

CERTIFICATE OF AUTHORITY
LICENSE NUMBER A-2018040325

plans and notes

EXPANSION FOR AKAR RESTAURANT
7641-43 WYDOWN BOULEVARD
CLAYTON, MISSOURI 63105
PPM, LLC

REVISIONS

NO.	DATE	ITEM
-		

SHEET NO.
A-1

ISSUE DATE: 11-16-22
PROJECT #: 2217.06
DRN. AML CHK. AML

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: DECEMBER 13, 2022

SUBJECT: PUBLIC HEARING & A RESOLUTION - A CONDITIONAL USE PERMIT – 8001 FORSYTH BOULEVARD RESTAURANT TO BE KNOWN AS FIRST WATCH

This is a public hearing to consider an application for a Conditional Use Permit submitted by Emily Roberts of Consolidated Development Services on behalf of First Watch Restaurants, Inc., d/b/a First Watch, to allow for the operation of a 4,802 square foot restaurant with an outdoor dining area.

First Watch will be open seven (7) days a week from 7:00 a.m. until 2:30 p.m. The restaurant concept is a full-service sit-down restaurant open for breakfast and lunch. The applicant has stated an intent to apply for a liquor license. The restaurant will have 130 indoor seats and 22 outdoor seats. The proposed restaurant is located in a mixed-use building, known as Forsyth Pointe, which includes additional restaurant/retail spaces, office tenants, and a parking garage.

The subject property was developed with an on-site parking garage sized to provide enough parking to support the various uses on the site. The applicant has stated that employee parking has been secured. Deliveries to the restaurant will be made using the loading dock facilities off the alley.

The Plan Commission considered this request at its meeting on November 21, 2022, and voted unanimously to recommend approval as requested.

STAFF RECOMMENDATION: To approve a Conditional Use Permit for the operation of First Watch located at 8001 Forsyth Boulevard per the conditions outlined in the Resolution.

RESOLUTION NO. 2022-28

WHEREAS, on November 7, 2022, the City received an application and letter from Emily Roberts of Consolidated Development Services on behalf of First Watch Restaurants, Inc., d/b/a First Watch, requesting a Conditional Use Permit to allow for the operation of a 4,802 square foot restaurant with an outdoor seating area.

WHEREAS, the City Plan Commission considered this request at its November 21, 2022, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a public hearing with regard to this Conditional Use Permit, after due notice as required by law, at their meeting of December 13, 2022;

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 Article VII (Conditional Use Permit) of Chapter 405 (Zoning Regulations), , of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to First Watch Restaurants, Inc., to allow the operation of restaurant to be known as "First Watch" located at 8001 Forsyth Boulevard is hereby granted. Said property is more particularly described as follows:

Lots Pt 7 THRU 10 S 186 Ft 8.5 IN 18K310272 5 24 83
IN THE CITY OF CLAYTON, MISSOURI

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

(1) The permit shall be assigned to First Watch Restaurants, Inc. d/b/a First Watch (the "Permittee") and shall not be further transferred or assigned without the prior written approval of the City of Clayton.

(2) The property shall be improved, maintained and operated substantially in accordance with an application for a Conditional Use Permit received by the City of Clayton on November 7, 2022, and with plans and specifications as filed with and approved by the City of Clayton.

(3) Permitted hours of operation are up to seven (7) days a week from no earlier than 7:00 a.m. until no later than 2:30 p.m.

(4) The Permittee shall obtain an Outdoor Dining Permit from the City's Planning Department prior to commencing outdoor dining.

(5) Any exterior revisions, including signage, shall be approved by the City prior to such change.

(6) That the Permittee is responsible for keeping the area inside and outside the establishment clean and free from litter and debris.

(7) No outdoor music or similar audio shall be permitted without the prior written approval of the City.

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

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

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

Adopted this 13th day of December 2022.

_____
Mayor

ATTEST:

_____
City Clerk

November 7, 2022

RE: First Watch
8001 Forsyth Blvd.
Suite 101
Clayton, MO 63201

CONDITIONAL USE PERMIT REQUEST FOR RESTAURANT USE

To the Honorable Mayor and members of the Board of Aldermen,

First Watch Restaurant Inc. requests a Conditional Use Permit to open and operate a full-service restaurant at 8001 Forsyth Blvd., Suite 101, Clayton, MO 63105. First Watch is a breakfast and lunch restaurant with a chef-driven menu which includes elevated versions of classic breakfast, brunch, and lunch favorites along with First Watch specialties.

Project Details
Project Name: First Watch
Hours of Operation: 7:00am-2:30pm daily
Total Square Footage: 4,802 SF
Seating Count:
Interior: 130
Exterior: 22

Respectfully,

Emily Roberts

Property Development Coordinator

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

CONDITIONAL USE PERMIT APPLICATION-RESTAURANTS

(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. A $235.00* APPLICATION FEE, ELEVEN (11) 11 X 17 PLAN SETS, A LETTER ADDRESSED TO THE HONORABLE MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN REQUESTING THE CUP, AND AN ELECRTONIC COPY (emailed to kaubuchon@claytonmo.gov) MUST ACCOMPANY THIS APPLICATION (INCLUDES $35 NON-REFUNDABLE PROCESSING FEE)

Location of Project: 8001 Forsyth Blvd, Suite 101, Clayton, MO 63105

Project Description: Build-out for a new full-service restaurant

PART A: PARTIES OF INTEREST

The full legal name of restaurant 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: First Watch Restaurants Inc.

Contact Person's Name: Emily Roberts

Address: 14901 Quorum Drive, Dallas, TX 75254

Phone Number & E-Mail Address: (214) 364-3515 eroberts@cdsdevelopment.com

Interest in Property (Tenant/Owner): Agent of tenant

Name of Property Owner(s) - if different from above: Commerce Bank

Address: 1000 Walnut Street, 7th Floor, BB7-3, Kansas City, MO 64106

Updated July, 2021

Phone Number & E-Mail Address: 816-234-8652

Name of Architect/Engineer (Please Specify) Architectural Group International

Address: 15 West Seventh Street, Covington, KY 41011

Phone Number & E-Mail Address: (859) 261-5400 mrenaud@agi-us.com

List Managing Officers or persons who will be in active control and supervision of business:

Name/Position: TBD - operational managers not yet selected

Name/Position: _____

Name/Position: _____

PART B: SITE DESCRIPTION

Legal Address of Property: 8001 Forsyth Blvd, Suite 101, Clayton, MO 63105

Lot Number: _____ *Block Number:* 4 *Locator Number:* _____

Subdivision Clayton Current Zoning: HDC

Current Use of Site: LOTS PT 7 THRU 10 S 186 FT 8.5 IN 18K310272 5 24 83

Proposed Use of Site: Restaurant

Estimated Cost of Construction : $650,000.00 No. of Stories : 1

PART C: INTENDED USE-RESTAURANT

Briefly describe the type and character of the operation: First Watch is a full-service restaurant serving breakfast and lunch daily, serving a variety of healthier meal options. Alcohol will also be served.

Days and Hours of Operation: 7:00am-2:30pm

Will a liquor license by requested? Yes X No____ If yes, which type: Beer, wine, and liquor

Updated July, 2021

Square Footage of Proposed Use: 4802 Number of seats: 152

Number of Parking Spaces: Employees: 10 Patrons _____ Valet Parking? Yes____ No ✓

Location of Parking Facilities: Garage is directly adjacent to building and goes below and above the First Watch suite.

Applicant must demonstrate that it can comply with the parking requirements of Clayton's Zoning Code. Accordingly, the applicant must either i))submit an executed parking agreement with the owner or other private off-street parking provider for the exclusive use of the above denoted parking spaces; or ii) must otherwise demonstrate exclusive use of sufficient parking spaces.

Describe when and how deliveries will be made to the operation: Deliveries will be made to the restaurant 2x per week via delivery truck.

If restaurant is to offer deliveries, please describe your ability to comply with the attached City of Clayton Delivery Policy: Restaurant does not intend to offer deliveries.

Briefly describe the manner in which the disposal of refuse for the operation will occur : Refuse is stored in outdoor container. Property owner will coordinate refuse container pickup.

Does the restaurant intend to participate in a recycling program? Yes _____ No X

Review by the Clayton Architectural Review Board 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, which can be obtained from the Housing & Planning Dept.

PART D: OUTDOOR DINING/SEATING

Please provide a copy of survey showing building line, property line, right-of-way line, proposed seating plan and landscaping.

Is this an outdoor dining service area or seating for self-service? Briefly explain the operation.

This restaurant will include an outdoor dining area, but is primarily indoors. There will be 22 seats outside, and 130 seats inside.

Is the food service and menu the same as the indoor facilities? Please explain: Yes.

Square footage of the Area: 294 Number of Seats: 22

Please explain how patrons will access the outdoor dining/seating facilities from the restaurant: _____

A door to the patio at the front of the restaurant.

Description of Furniture: Chairs, tables, umbrellas

Description and proposed location of Pedestrian Barrier: None; There is a lower walkway with stairs up to the patio.

Description of Landscaping: None or planters; all other landscaping is by property owner.

Description of Lighting: None except for LEDs within signage.

Hours of Operation: 7:00am-2:30pm

Additional parking: Employee Spaces See section C Patron Spaces _____

Will there be public right-of-way encroachment? Yes _____ No ✓ Number of Feet _____

The following must accompany this application: 1) Documentation of insurance for the encroachment (if applicable), naming the City of Clayton as an additional insured, in amounts required by the Clayton Code, Section 22-24(1)(g), 2) Outdoor Dining/Seating Agreement (attached), and 3) An Architectural Review Board Application (available in the Housing & Planning Department).

PART E: AMENDMENT TO AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

Please describe the proposed amendment: Not applicable

Please describe why the proposed amendment is necessary: _____

PART F: TRANSFER OF AN EXISTING RESTAURANT CONDITIONAL USE PERMIT

The full legal name of the restaurant operation currently approved, as set forth on the existing conditional use permit:

Not applicable

The full legal name (owner, partnership, corporation, etc.) and complete address of the entity to which the C.U.P will be transferred:

Please describe any changes to the operation:

Please describe any changes to the menu:

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

SIGNATURES

Signature of Applicant (Required): Emily L. Roberts ***Date:*** 11/01/2022

Title: Property Development Coordinator COMMERCE BANK

Signature of Property Owner (Required): Brent Hall ***Date:*** 11-03-22

Title: VP - Corp. Real Estate

Updated July, 2021

OUTDOOR DINING/SEATING AGREEMENT

(To be signed by applicant and returned with this Application; if applicable)

1. That an adequate sidewalk width be maintained for pedestrians between the dining area separation and a treelawn or curb as determined by the Director of Public Works.

2. That all conditions as established by the Architectural Review Board for pedestrian safety and convenience shall be met and complied with.

3. That all rules and/or regulations established by the Architectural Review Board for the use of the area for such food service or customer seating areas shall be met and complied with.

4. That no permanent structures shall be erected over or attached to the area.

5. That any temporary structures to be placed in the area, such as, but not limited to: supports, decorative fences, light fixtures, railings, planters or dividers, shall be approved and authorized by the Architectural Review Board.

6. That seating must not obstruct any entry or exit way of the adjacent building.

7. That seating in the area shall be separated from the public sidewalk in a manner approved and authorized by the Architectural Review Board.

8. That the Permittee shall keep the area in a neat and clean condition, free from nuisance and filth, and provide for the removal of trash and waste therefrom.

9. That the Permittee, at its own expense, shall keep and maintain the area in good order and repair. Permittee shall promptly make any repairs or replacements required to maintain the area in good order and repair.

*FOR RESTAURANTS ENCROACHING INTO THE PUBLIC RIGHT-OF-WAY:

1. That the Permittee shall provide and maintain, at its sole expense, general liability insurance in full force and effect for the area, in standard form generally in use in the State of Missouri with insurance companies having a current "best" rating of not less than A and a financial rating not less than Class VII and authorized to do business in the State of Missouri in the amount of Five Hundred Thousand Dollars ($500,000.00) for any accident or occurrence resulting in bodily injury to or death of one person and an amount of not less than one million dollars ($1,000,000.00) for

any accident or occurrence resulting in bodily injury to or the death of more than one person, and comprehensive property damage insurance covering liability for damage to all property from any accident or occurrence in an amount of not less than two hundred fifty thousand dollars ($250,000.00). Executed copies of said policies of insurance, or certificates thereof, shall be delivered to the City of Clayton at the time said permit is issued and thereafter within thirty (30) days prior to expiration of the term of each such policy, a renewal or replacement insurance policy, or certificate thereof, shall be delivered to the City of Clayton. In addition to the delivery of the policies, or certificates, at the same time the Permittee shall deliver to the City of Clayton proof of payment of the premiums for said policies. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by the Permittee in like manner and to like extent. All said policies of insurance delivered to the City of Clayton must contain a provision that the company writing said policy will give the City of Clayton twenty (20) days notice in writing in advance of any cancellation, lapse or reduction in the amount of insurance. All of said policies of insurance must obtain a provision naming the City of Clayton, its agents, employees, guests and invitees, as an additional insured.

2. Permittee acknowledges Agreement and understands by making application for the use of the City of Clayton right-of-way that said use is conditional and temporary and is subject to the right of the City of Clayton in its sole discretion to reclaim the right-of-way by the termination of the permit granted hereunder at any time. In the event of such termination, Permittee agrees to immediately vacate said right-of-way and remove any temporary structures that have been placed on the City of Clayton right-of-way.

3. That the Director of Public Works shall not authorize the use of the area as provided for herein until such time as all approvals and requirements provided for herein shall have been complied with and met.

_____

Signature of Applicant

Title: _____

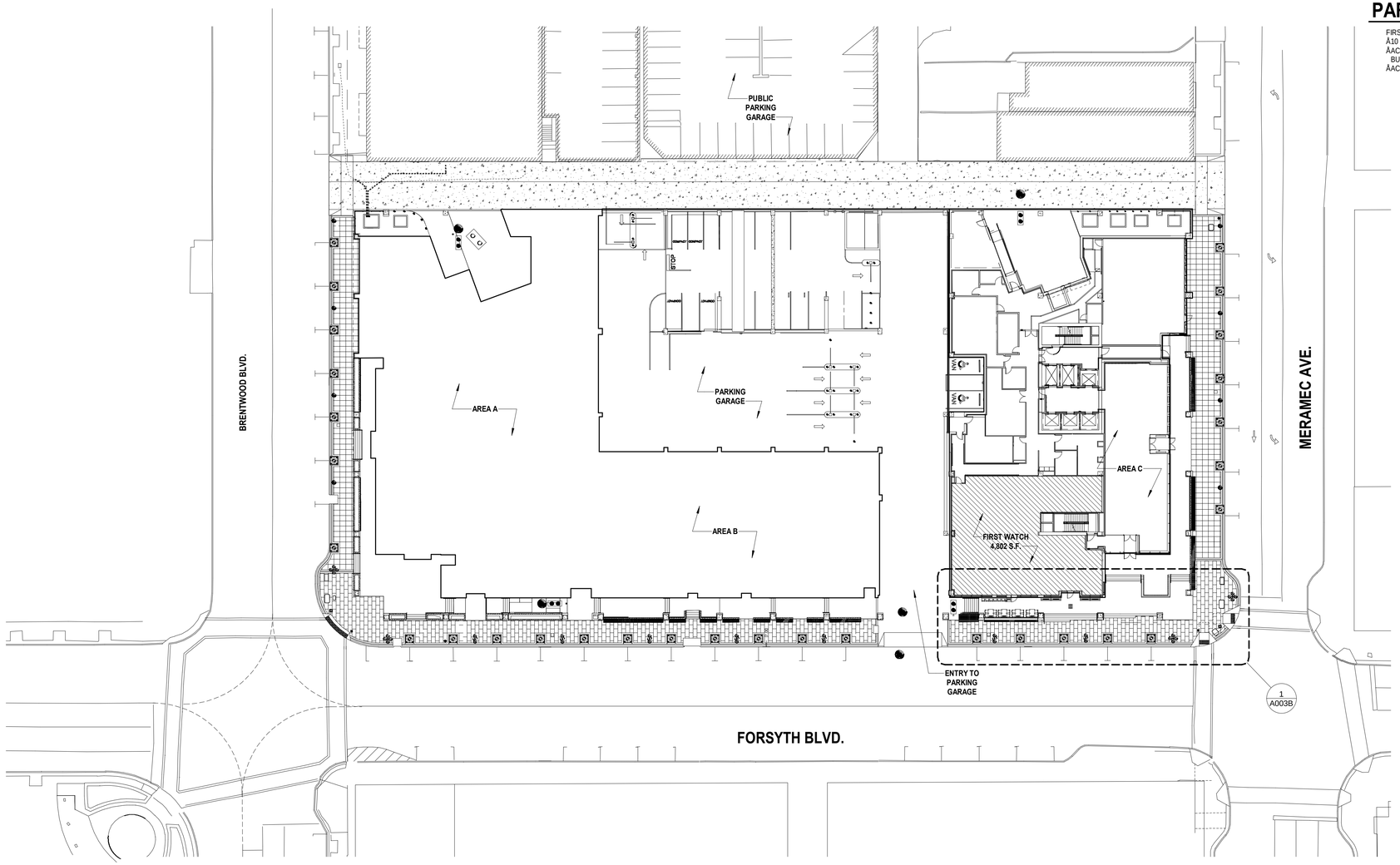
Updated July, 2021

GENERAL NOTES

1. REFERENCE EXISTING DEVELOPMENT DRAWINGS FOR ITEMS NOT SHOWN HERE.
2. ALL EXISTING PARKING, SITE CONDITIONS, LANDSCAPING, RAMPS, ETC. ARE TO REMAIN.
3. ALL EXISTING ROW CONDITIONS INCLUDING BUT NOT LIMITED TO POWER POLES, LIGHT POLES, GUY WIRES, TRAFFIC SIGNS/CABINETS, PARKING METERS, METRO BUS STOPS, FIRE HYDRANTS, WATER VALVES, WATER METERS, STORM INLETS, MANHOLES, UTILITY MARKERS, HISTORIC MONUMENTS, SUBDIVISION MARKERS ARE TO REMAIN.
4. ALL EXISTING PAVED AREAS ARE TO REMAIN.
5. EXISTING TENANT DEMISING WALLS PROVIDED BY LANDLORD UNDER SHELL PERMIT.
6. ALL CONSTRUCTION SHOWN ON THESE DRAWINGS IS WITHIN THE BOUNDS OF THE EXISTING BUILDING AND TENANT SPACE FOOTPRINT. ALL EXISTING SETBACKS TO PROPERTY LINES SHALL REMAIN.

PARKING NOTES

FIRST WATCH PARKING:
Â10 DEDICATED EMPLOYEE SPACES IN PARKING GARAGE ADJACENT TO BUILDING
ÂACCESS TO 42 NON-DEDICATED PARKING SPACES IN PARKING GARAGE ADJACENT TO BUILDING
ÂACCESS TO PUBLIC PARKING GARAGE DIRECTLY BEHIND BUILDING ON MARYLAND AVE.



1 A003A **SITE PLAN**
SCALE: 1" = 30'-0"

N

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FIRST WATCH CLAYTON

CLAYTON, MO

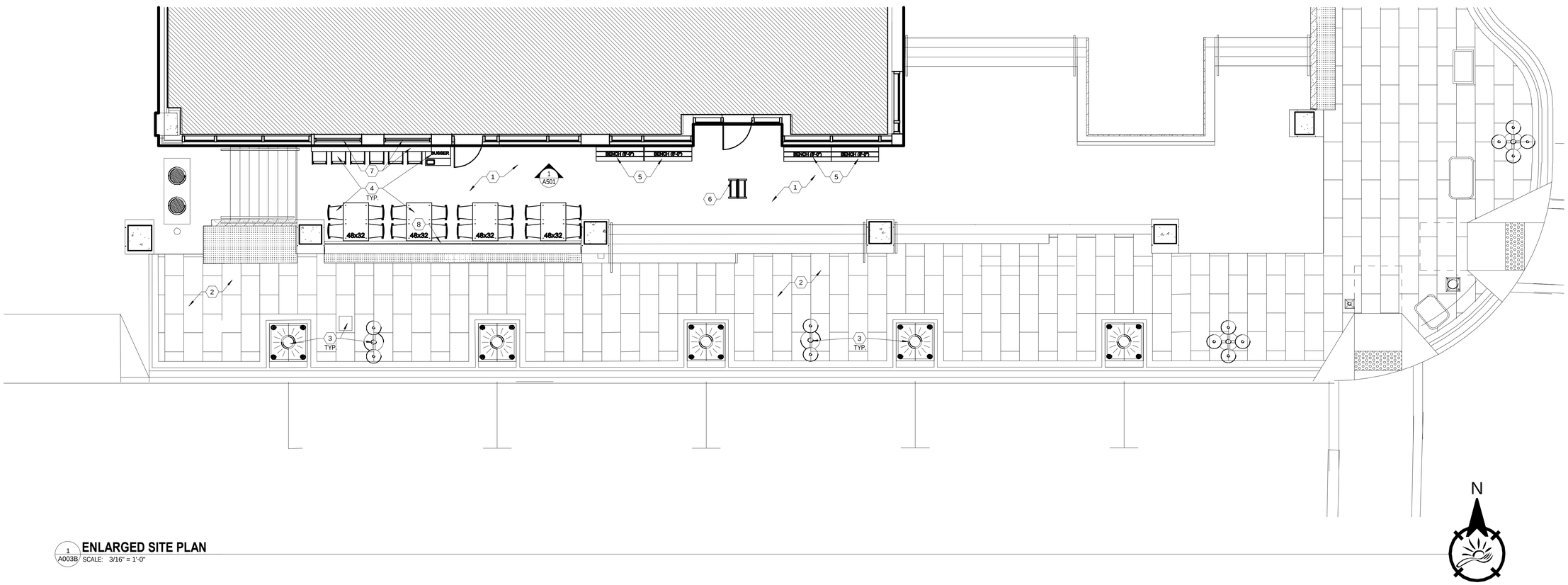
PROJECT # 220305
DATE ISSUED Issue Date

OVERALL SITE PLAN

A003A

KEYED NOTES

1. EXISTING COVERED WALKWAY AND PAVEMENT TO REMAIN.
2. EXISTING SIDEWALK TO REMAIN.
3. EXISTING LANDSCAPING AND SITE ITEMS IN ROW TO REMAIN.
4. NEW PATIO FURNITURE.
5. NEW WAIT BENCHES.
6. NEW SANDWICH BOARD.
7. NEW FLIP OUT WINDOW AND COUNTER.
8. EXISTING RAILNG/BARRIER PROVIDED BY LANDLORD.



1 A003B **ENLARGED SITE PLAN**
SCALE: 3/16" = 1'-0"

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CLAYTON, MO

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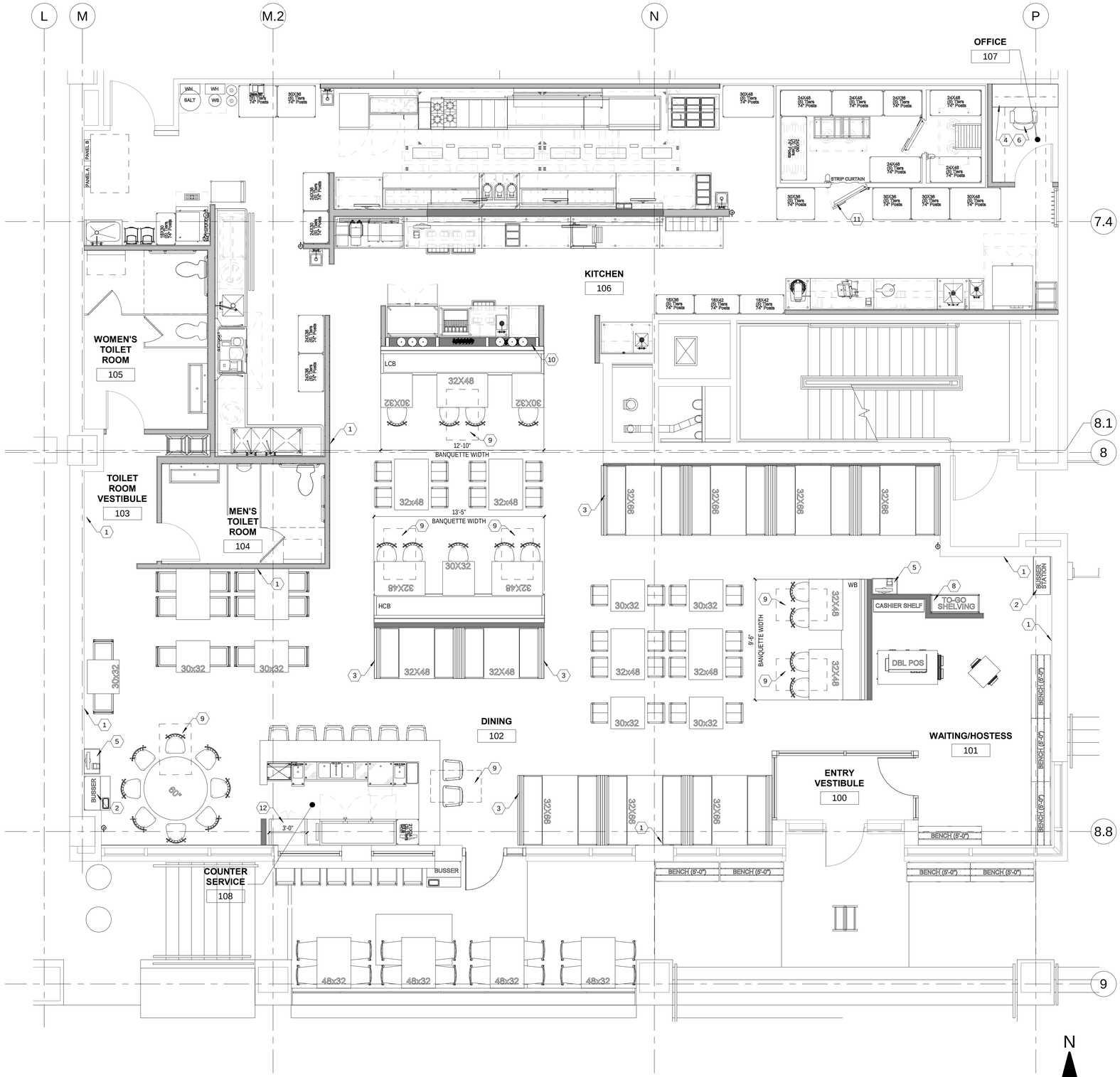
ENLARGED SITE PLAN

A003B



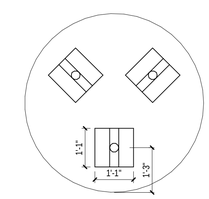
1 A102 **FURNITURE PLAN**
SCALE: 1/4" = 1'-0"

GENERAL NOTES

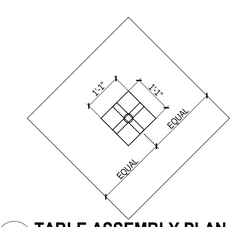
1. ALL FURNITURE PROVIDED BY OWNER, CONTRACTOR TO ASSEMBLE TABLE BASES AND INSTALL. SEE A102a FOR FURNITURE LEGEND.
2. FURNITURE LOCATIONS ARE AS INDICATED, PROVIDE MINIMUM 3'-0" CLEARANCE BETWEEN ALL PERMANENT FURNITURE PIECES.
3. ADDITIONAL FIXTURE INFORMATION IS INDICATED ON ELEVATIONS.
4. ALL MATERIALS MUST BE INSTALLED TO FIRST WATCH SPECIFICATIONS AND STANDARDS. ANY ITEMS NOT INSTALLED TO FIRST WATCH STANDARDS WILL BE REPLACED BY THE CONTRACTOR AT NO COST TO FIRST WATCH.
5. PROVIDE FIRE RETARDANT TREATED PLYWOOD BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED ITEMS AND AS SPECIFICALLY NOTED. CONCEAL ALL BLOCKING IN WALLS.
6. BOOTHS AND BANQUETTES ARE DESIGNATED AS HIGH BACK (H) OR LOW BACK (L). REFER TO PLAN FOR LOCATION SPECIFIC ORDERING INFORMATION.
7. WAITING AREA FURNITURE TO BE DETERMINED BY FIRST WATCH PRIOR TO OPENING DATE.
8. WALK-IN COOLER TO BE 2" FROM ALL WALLS.
9. COMMUNITY TABLE TOPS TO BE REMOVED UPON DELIVERY AND RE-ATTACHED ONCE LOCATED IN THE SPACE.

KEYED NOTES

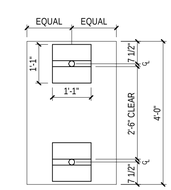
1. ARTWORK/DECOR ITEM SUPPLIED BY FIRSTWATCH, G.C. TO PROVIDE BLOCKING AS REQUIRED - COORDINATE LOCATION WITH OWNER'S REPRESENTATIVE AND SHEETS A201 & A202. IF BLOCKING CANNOT BE ADDED, PLEASE USE TOGGLE BOLT FASTENERS (REFER TO MANUFACTURER SPECIFICATIONS FOR SIZES).
2. BUSSER TABLE PROVIDED BY JRS
3. BOOTH END TO BE FASTENED TO THE FLOOR
4. DESK.
5. CUSTOM 24" X 15" CABINET BY MILLWORK VENDOR. COORDINATE WITH FIRST WATCH REPRESENTATIVE.
6. CHAIR.
7. NOT USED
8. TO-GO SHELF PROVIDED BY FIRST WATCH
9. ACCESSIBLE SEATING LOCATION.
10. METAL WOOD SHELF WALL FEATURE - SEE SHEETS A202 & A305 FOR DETAILS.
11. WALK-IN COOLER TO BE 16'-6" X 8'
12. DRY STORAGE CABINET. SEE MILLWORK DETAIL ON A302.



4 A102 **TABLE ASSEMBLY PLAN**
SCALE: 1/2" = 1'-0"



3 A102 **TABLE ASSEMBLY PLAN**
SCALE: 1/2" = 1'-0"



2 A102 **TABLE ASSEMBLY PLAN**
SCALE: 1/2" = 1'-0"

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FIRST WATCH CLAYTON

CLAYTON, MO

PROJECT # 220305
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FURNITURE AND FIXTURE PLAN

A102

FIXTURE LEGEND

NOTE: NOT ALL SYMBOLS MAY BE USED.

SYMBOL	FIXTURE	FINISHES	NOTES
(2)	24"X32" 28"X32" 30"X32" LOOSE TABLE	TABLE: WD-2 CHAIRS: VARIES	
(4)	32"X48" LOOSE TABLE	TABLE: WD-2 CHAIRS: VARIES	SEE DETAIL 2/A102 FOR LEG ASSEMBLY INFORMATION
(6)	32"X66" LOOSE TABLE	TABLE:WD-2 CHAIRS: VARIES	
(4)	36"X36" LOOSE TABLE	TABLE:WD-2 CHAIRS: VARIES	SEE DETAIL 3/A102 FOR LEG ASSEMBLY INFORMATION
(6)	48" DIAMETER LOOSE TABLE	TABLE: WD-2 CHAIRS: VARIES	
(8)	60" DIAMETER LOOSE TABLE	TABLE: WD-2 CHAIRS: VARIES	SEE DETAIL 4/A102 FOR LEG ASSEMBLY INFORMATION
(8)	COMMUNITY TABLE	TABLE: WD-2 CHAIRS: CH-4	36" WIDE. REFER TO A306 FOR DETAILS
(10)	COMMUNITY TABLE	TABLE: WD-2 CHAIRS: CH-4	36" WIDE. REFER TO A306 FOR DETAILS
(4)	36"X36" LOOSE TABLE	TABLE:WD-2 CHAIRS: VARIES	SEE DETAIL 3/A102 FOR LEG ASSEMBLY INFORMATION

SYMBOL	FIXTURE	FINISHES	NOTES
(2)	30"X30" EXTERIOR TABLE	VARIES	
(4)	30"X48" EXTERIOR TABLE	VARIES	
(4)	36"X36" EXTERIOR TABLE	VARIES	
(2) 30X32	80"X24" 80"X28" 80"X30" BOOTH	TABLE: WD-2 BOOTH: UP-2, M-1, WD -3	REFER TO SHEET A303 FOR DETAILS
(4) 32X48	80"X48" BOOTH	TABLE: WD-2 BOOTH: UP-2, M-1, WD -3	REFER TO SHEET A303 FOR DETAILS
32X66 (6)	80"X66" BOOTH	TABLE: WD-2 BOOTH: UP-2, M-1, WD-3	REFER TO SHEET A303 FOR DETAILS
WB	WOOD BANQUETTE	UP-1, UP-2, WD-3	LENGTH WILL VARY, REFER TO PLAN
HC	COUCH	UP-4, UP-5	LENGTH WILL VARY, REFER TO PLAN. HIGH BACK (HC) & LOW BACK (LC) OPTIONS, REFER TO SHEET A307 FOR DETAILS
	66" EXTERIOR BANQUETTE	VARIES	
	48" EXTERIOR BANQUETTE	VARIES	

SYMBOL	FIXTURE	FINISHES	NOTES
COFFEE TABLE	43"X20" COFFEE TABLE		
	24"X24" END TABLE		
COMP COFFEE	COMP COFFEE TABLE	M-1, WD-1	
BENCH (5'-0")	BENCH		
BENCH (4'-0")	BENCH		
CASHIER SHELF	CREDENZA		PROVIDED BY NAUTICAL
DBL POS DBL POS	DOUBLE POS-CASHIER STAND	WD-2	REFER TO SHEET A304 FOR DETAILS
	PODIUM TABLE	WD-2	REFER TO SHEET A304 FOR DETAILS
	WINDSOR CHAIR (CH-1)		QTY:21
	HENRY CHAIR (CH-2)		QTY:38
	OFFICE CHAIR (CH-6)		
	NAVY 30" BARSTOOL (CH-9)		QTY:6
	NAVY ARM CHAIR (CH-10)		QTY:2
	PATIO ARM CHAIR (CH-11)		QTY:
	PATIO SIDE CHAIR (CH-12)		QTY:16

SYMBOL	FIXTURE	FINISHES	NOTES
	PATIO BARSTOOL (CH-13)		QTY:5
	KRISKO XL CHAIR (CH-14)		QTY:_
	55"X26" EXTERIOR BOOTH	VARIES	
	32"X48" EXTERIOR TABLE		
	ARMLESS CHAIR		
	LOVE SEAT		
	42"X16" EXTERIOR METAL PLANTER		
	SIGN SANDWICH BOARD		

SYMBOL	FIXTURE	FINISHES	NOTES
	6.5'/2.0m SQUARE BAY MASTER CLASSIC ALUMINUM PARASOL MARINE SATIN ANODIZED CONSTRUCTION		BASE PLATE, "MANUAL W/STAINLESS STEEL PIN"

FURNITURE FINISH SPECIFICATIONS

DESIGNATION	DESCRIPTION	MANUFACTURER/ SUPPLER	PRODUCT	COLOR	NOTES
PL-1	OFFICE DESK AND TOILET ROOM VANITY LAMINATE	WILSONART LAMINATE	1595-60	BLACK	
SS-1	BAR COUNTERTOP	DUPONT - ZODIAQ	QUARTZ 2 CM	VERSILLA GRIGIO	
SS-2	TOILET ROOM VANITY AND BACKSPLASH	TBD	TBD	TBD	
SS-3	TOILET ROOM VANITY SINK	TBD	TBD	TBD	
SS-4	TABLE TOP	TBD	QUARTZ	CARRERA WHITE	
STN-1	STAIN	SHERWIN WILLIAMS	WOOD CLASSICS INTERIOR OIL STAIN	SW 3118-P FRUITWOOD	
STN-2	STAIN	TBD	TBD	LIGHT WALNUT STN-0937	TO BE APPLIED ON BOOTH AND BANQUETTE LEGS.
STN-3	STAIN	TBD	TBD	CARAMEL STN-5848	FINISH WITH BROWN WAX. TO BE APPLIED ON POS RANDOM PLANK ASH TOP
M-1	FRAME	--	1" HSS STEEL	NATURAL	BLACKEN ALL WELDS & GRINDS
UP-1	BANQUETTE BACK UPHOLSTERY	ARCHITEX	BILLOW	HONOLULU BEACH	
UP-2	BANQUETTE SEAT & BOOTH BACK/SEAT UPHOLSTERY	NASSIMI	HEMINGWAY	SADDLE BAG WHM-011	
UP-3	NOT USED	NOT USED	NOT USED	NOT USED	
UP-4	COUCH SEAT & BOOTH BACK/SEAT UPHOLSTERY	ARCHITEX	NEW DEAL	CONVENTION	
UP-5	COUCH BACK UPHOLSTERY	FABRICUT CONTRACT	ILION-L	COPEN	
WD-1	BANQUETTES	TBD	RIFT CUT OAK	DISTRESSED WITH STAINING	TO RECEIVE PT-13 FINISH
WD-2	TABLE TOPS	TBD	RECLAIMED WOOD	DISTRESSED WITH STAINING	TO RECEIVE PT-13 FINISH
WD-3	BOOTHS	TBD	RIFT CUT OAK	SW7019 GAUNTLET GREY	TO RECEIVE PT-11a FINISH

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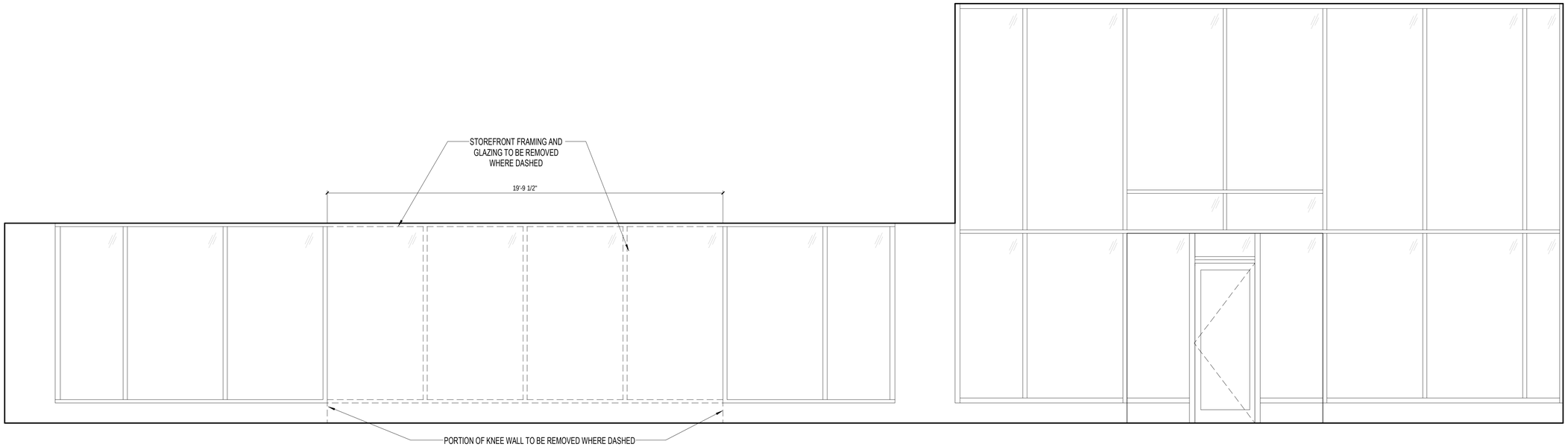
CLAYTON, MO

PROJECT # 220305
DATE ISSUED Issue Date

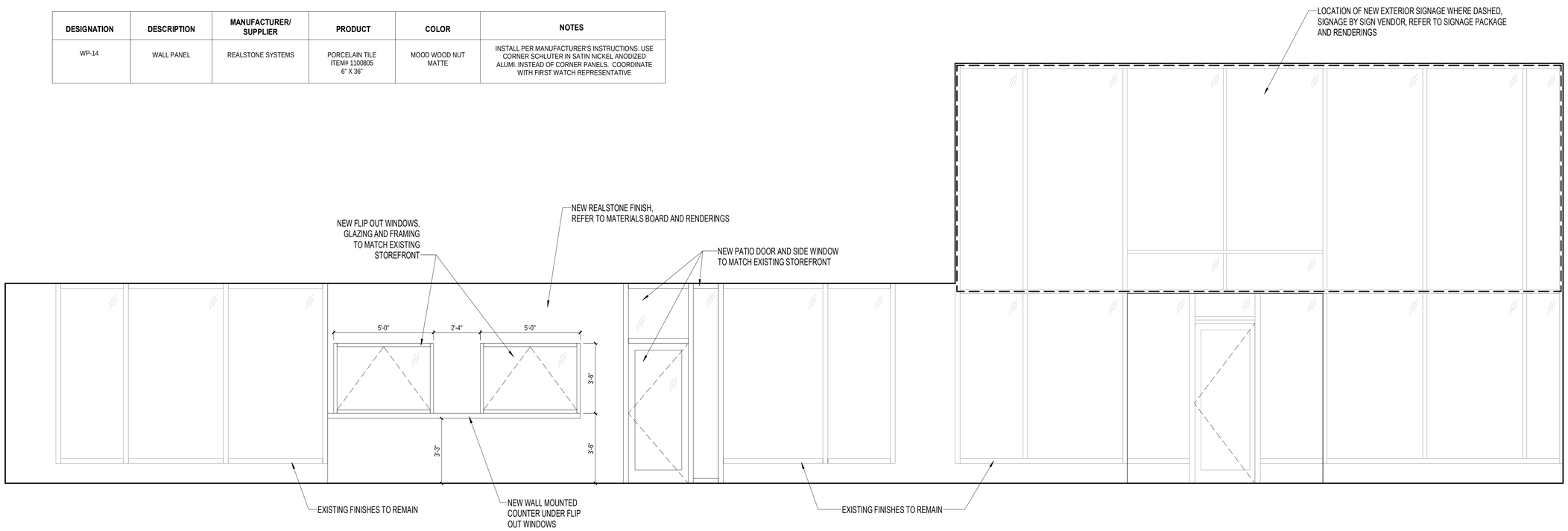
FURNITURE & FIXTURE SCHEDULES

A102a



2 A501 **EXISTING EXTERIOR ELEVATION**
SCALE: 3/8" = 1'-0"

DESIGNATION	DESCRIPTION	MANUFACTURER/ SUPPLIER	PRODUCT	COLOR	NOTES
WP-14	WALL PANEL	REALSTONE SYSTEMS	PORCELAIN TILE ITEM# 1100805 6" X 36"	MOOD WOOD NUT MATTE	INSTALL PER MANUFACTURER'S INSTRUCTIONS. USE CORNER SCHLUTER IN SATIN NICKEL ANODIZED ALUMI. INSTEAD OF CORNER PANELS. COORDINATE WITH FIRST WATCH REPRESENTATIVE



1 A501 **PROPOSED EXTERIOR ELEVATION**
SCALE: 3/8" = 1'-0"

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CLAYTON, MO

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EXTERIOR ELEVATIONS

A501

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: DECEMBER 13, 2022

SUBJECT: ORDINANCE - AMENDING THE CLAYTON CITY CODE REGARDING THE OFFICE OF MUNICIPAL PROSECUTING ATTORNEY

The current ordinance relative to the designation of a Prosecuting Attorney states that "The City Attorney shall designate one (1) assistant City Attorney as prosecutor who shall represent the City and prosecute all cases in the Municipal Court and perform such other services as requested by the City Attorney."

The Clayton Charter states that "The board of aldermen shall provide by ordinance for such assistant city attorneys as it may deem necessary, who shall be appointed, and may be removed, by the city attorney with the approval of the board of aldermen."

The Board of Aldermen believes that creating a separate office with responsibility for enforcement of city ordinances and prosecution of ordinance violations under the City Manager will better align this important municipal function with the values of the City and more clearly delineate organizational responsibility and oversight for that activity.

The attached ordinance would amend the Prosecutor designation process to state that the Prosecuting Attorney shall be appointed, and may be removed, by the City Manager with the consent of the Board of Aldermen. This action would consequently shift oversight of the position from the City Attorney to the City Manager.

BILL NO. 6927

ORDINANCE NO.

AN ORDINANCE AMENDING THE CLAYTON CITY CODE REGARDING THE OFFICE OF MUNICIPAL PROSECUTING ATTORNEY

WHEREAS, Section 14 of Article II of the Clayton City Charter authorizes the Board of Aldermen to adopt ordinances to create offices and departments other than those established by the Charter; and

WHEREAS, responsibility for prosecution of municipal ordinance violations is not assigned to the city attorney of Clayton by the Charter; and

WHEREAS, the Board of Aldermen finds and believes that creating a separate office with responsibility for enforcement of city ordinances and prosecution of ordinance violations will enhance aligning this important municipal function with the values of the City and more clearly delineate organizational responsibility and oversight for that activity;

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

Section 1. Section 110.060 of Article III of Chapter 110 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Section 110.060 is hereby enacted in lieu thereof to read as follows:

Chapter 110. City Officials

Article III. Prosecuting Attorney

Section 110.060. Designating Prosecutor

A Prosecuting Attorney shall be appointed, and may be removed, by the City Manager with the consent of the Board of Aldermen. The Prosecuting Attorney shall represent the City and prosecute all cases in the Municipal Court and perform such other services as requested by the Board of Aldermen or City Manager.

Section 2. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and

subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 3. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

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

Passed by the Board of Aldermen this _____ day of _____, 2022.

_____
Mayor

Attest:

_____
City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: DECEMBER 13, 2022

SUBJECT: ORDINANCE - AMENDING THE CLAYTON CITY CODE RELATING TO WEAPONS AND FIREARMS

The City of Clayton recognizes the increasing rate of gun violence in the United States. The State of Missouri prohibits municipalities from enacting firearm legislation outside the strict and limited scope permitted by the General Assembly. The Board of Aldermen has expressed a strong desire to update the City's firearm regulations and enforce every measure available to reduce or prevent gun violence.

The attached ordinance updates the City's firearms regulations to conform with Missouri law and adds a provision to the Code of Ordinances prohibiting the open carry of a firearm or similar deadly weapon without a valid carry concealed firearms license. This provision would not apply to state, county, or municipal peace officers.

BILL NO. 6928

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 215 OF THE CLAYTON CITY CODE RELATING TO WEAPONS AND FIREARMS

WHEREAS, the Missouri General Assembly has declared (Sec. 21.750, RSMo.) that it "*occupies and preempts the entire field of legislation touching in any way firearms, components, ammunition and supplies to the complete exclusion of any order, ordinance or regulation by any political subdivision of this state*." And that any "*existing or future orders, ordinances or regulations in this field are hereby and shall be null and void*" unless such "*ordinance … conforms exactly with any of the provisions of sections 571.010 to 571.070*" and has applied this preemption and declaration of nullity to any "*ordinance or regulation concerning in any way the sale, purchase, purchase delay, transfer, ownership, use, keeping, possession, bearing, transportation, licensing, permit, registration, taxation other than sales and compensating use taxes or other controls on firearms, components, ammunition, and supplies*"; and

"Whereas, given the ever-rising rate of gun violence, it is extremely discouraging and frustrating that the General Assembly Is prohibiting other elected governments from trying to stem the tide of terror impacting their citizens and that the City of Clayton is, therefore, prevented by state law from enacting any legislation outside the strict and limited scope permitted by the General Assembly; and

Whereas, the Board of Aldermen wants, at a minimum, nonetheless, to update its firearm regulations to conform to changes in state law and thereby do as much as it can, given these severe State restrictions, to address within the City of Clayton this crisis of violence

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

Section 1. Section 215.250, 215.270, 215.275 and 215.280 of Article VI of Chapter 215 of the Code of Ordinances of the City of Clayton, Missouri, are hereby repealed and new Sections 215.250, 215.270, 215.275 and 215.280 are hereby enacted in lieu thereof to read as follows:

Chapter 215. Offenses

Article VI. Offenses Concerning Weapons and Firearms

Section 215.250 Weapons — Carrying Concealed — Other Unlawful Use

A. A person commits the offense of unlawful use of weapons if he/she

knowingly:

1. Carries concealed upon or about his/her person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use into any area where firearms are restricted under section 571.107, RSMo. or Section 215.280 of this Chapter;
2. Sets a spring gun;
3. Discharges or shoots a firearm into a dwelling house, a railroad train, boat, aircraft, or motor vehicle as defined in Section 302.010, or any building or structure used for the assembling of people;
4. Exhibits, in the presence of one (1) or more persons, any weapon readily capable of lethal use in an angry or threatening manner;
5. Possesses a firearm or projectile weapon readily capable of lethal use on his/her person, while intoxicated, and handles or otherwise uses such firearm or projectile weapon in either a negligent or unlawful manner or discharges such firearm or projectile weapon unless acting in self-defense;
6. Discharges a firearm within one hundred (100) yards of any occupied schoolhouse, courthouse, or church building;
7. Discharges or shoots a firearm at a mark, at any object, or at random, on, along or across a public highway or discharges or shoots a firearm into any outbuilding;
8. Carries a firearm or any other weapon readily capable of lethal use into any church or place where people have assembled for worship, or into any election precinct on any election day, or into any building owned or occupied by any agency of the Federal government, State government, or political subdivision thereof;
9. Discharges or shoots a firearm at or from a motor vehicle, as defined in Section 301.010. RSMo., discharges or shoots a firearm at any person, or at any other motor vehicle, or at any building or habitable structure, unless the person was lawfully acting in self-defense;
10. Carries a firearm, whether loaded or unloaded, or any other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any function or activity sponsored or sanctioned by school officials or the District School Board;
11. Possesses a firearm while also knowingly in possession of a controlled substance that is sufficient for a felony violation of Section 579.015, RSMo.;
12. Openly carries a firearm or any other weapon readily capable of lethal use within the City limits, provided that this subdivision shall not apply to any person who has a valid concealed carry permit issued pursuant to Sections 571.101, RSMo. or 571.205, RSMo., or a valid permit to carry concealed firearms issued by

another state or political subdivision of another state, and this subdivision shall not apply to state, county, and municipal peace officers.

B. Subdivisions **(1)**, **(8)**, and **(10)** of Subsection **(A)** of this Section shall not apply to the persons described in this Subsection, regardless of whether such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties except as otherwise provided in this Subsection. Subdivisions **(3), (4), (6), (7)** and **(9)** of Subsection **(A)** of this Section shall not apply to or affect any of the following persons, when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties, except as otherwise provided in this Subsection:

1. All State, County and Municipal Peace Officers who have completed the training required by the Police Officer Standards and Training Commission pursuant to Sections 590.030 to 590.050, RSMo., and possessing the duty and power of arrest for violation of the general criminal laws of the State or for violation of ordinances of Counties or Municipalities of the State, whether such officers are on or off duty, and whether such officers are within or outside of the law enforcement agency's jurisdiction, or all qualified retired Peace Officers, as defined in Subsection (12) of Section 571.030, RSMo., and who carry the identification defined in Subsection (13) of Section 571.030, RSMo., or any person summoned by such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;
2. Wardens, superintendents and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of crime;
3. Members of the Armed Forces or National Guard while performing their official duty;
4. Those persons vested by Article **V**, Section 1 of the Constitution of Missouri with the judicial power of the State and those persons vested by Article III of the Constitution of the United States with the judicial power of the United States, the members of the Federal judiciary;
5. Any person whose bona fide duty is to execute process, civil or criminal;
6. Any Federal Probation Officer or Federal Flight Deck Officer as defined under the Federal Flight Deck Officer Program, 49 U.S.C. Section 44921 regardless of whether such officers are on duty, or within the law enforcement agency's jurisdiction;
7. Any State Probation or Parole Officer, including supervisors and members of the Parole Board;
8. Any corporate security advisor meeting the definition and fulfilling the requirements of the regulations established by the Department of Public Safety under Section 590.750, RSMo.;

9. Any coroner, deputy coroner, medical examiner or assistant medical examiner;
10. Any municipal or county prosecuting attorney, or assistant prosecuting attorney, circuit attorney or assistant circuit attorney; municipal, associate or circuit judge; or any person appointed by a court to be a special prosecutor who has completed the firearms safety training course required under Subsection 2 of Section 571.111, RSMo.;
11. Any member of a fire department or fire protection district who is employed on a full-time basis as a fire investigator and who has a valid concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry permit under Section 571.111, RSMo., when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties; and
12. Upon the written approval of the governing body of a fire department or fire protection district, any paid fire department or fire protection district member who is employed on a full-time basis and who has a valid concealed carry endorsement issued prior to August 28, 2013, or a valid concealed carry permit, when such uses are reasonably associated with or are necessary to the fulfillment of such person's official duties.

C. Subdivisions **(1), (5), (8)** and **(10)** of Subsection **(A)** of this Section do not apply when the actor is transporting such weapons in a non-functioning state or in an unloaded state when ammunition is not readily accessible or when such weapons are not readily accessible. Subdivision **(1)** of Subsection **(A)** of this Section does not apply to any person nineteen (19) years of age or older or eighteen (18) years of age or older and a member of the United States Armed Forces, or honorably discharged from the United States Armed Forces, transporting a concealable firearm in the passenger compartment of a motor vehicle, so long as such concealable firearm is otherwise lawfully possessed, nor when the actor is also in possession of an exposed firearm or projectile weapon for the lawful pursuit of game, or is in his/her dwelling unit or upon premises over which the actor has possession, authority or control, or is traveling in a continuous journey peaceably through this State. Subdivision **(10)** of Subsection **(A)** of this Section does not apply if the firearm is otherwise lawfully possessed by a person while traversing school premises for the purposes of transporting a student to or from school, or possessed by an adult for the purposes of facilitation of a school-sanctioned firearm-related event or club event.

D. Subdivisions **(1), (8**) and **(10)** of Subsection **(A)** of this Section shall not apply to any person who has a valid concealed carry permit issued pursuant to Sections 571.101 to 571.121, RSMo., a valid concealed carry endorsement issued before August 28, 2013, or a valid permit or endorsement to carry concealed firearms issued by another State

or political subdivision of another State.

E. Subdivisions **(3), (4), (5), (6), (7), (8), (9)** and **(10)** of Subsection **(A)** of this Section shall not apply to persons who are engaged in a lawful act of defense pursuant to Section 563.031, RSMo.

F. Nothing in this Section shall make it unlawful for a student to actually participate in school-sanctioned gun safety courses, student military or ROTC courses, or other school-sponsored or club-sponsored firearm-related events, provided the student does not carry a firearm or other weapon readily capable of lethal use into any school, onto any school bus, or onto the premises of any other function or activity sponsored or sanctioned by school officials or the district school board.

***

Section 215.270 Unlawful Transfer of Weapons

A. A person commits the offense of unlawful transfer of weapons if he/she:

1. Knowingly sells, leases, loans, gives away or delivers a firearm or ammunition for a firearm to any person who, under the provisions of Section 571.070, RSMo., is not lawfully entitled to possess such;
2. Knowingly sells, leases, loans, gives away or delivers a blackjack to a person less than eighteen (18) years old without the consent of the child's custodial parent or guardian or recklessly, as defined in Section 562.016, RSMo., sells, leases, loans, gives away or delivers any firearm to a person less than eighteen (18) years old without the consent of the child's custodial parent or guardian; provided that this does not prohibit the delivery of such weapons to any Peace Officer or member of the Armed Forces or National Guard while performing his/her official duty; or
3. Recklessly, as defined in Section 562.016, RSMo., sells, leases, loans, gives away or delivers a firearm or ammunition for a firearm to a person who is intoxicated.

Section 215.275 Possession of Firearm Unlawful For Certain Persons

A. A person commits the offense of unlawful possession of a firearm if he/she has any firearm in his/her possession and:

1. He/she has been convicted of a felony under the laws of any State or of a crime under the laws of any State or the United States which, if committed within this State, would be a felony; or
2. He/she is a fugitive from justice, is habitually in an intoxicated or drugged condition, or is currently adjudged mentally

incompetent.

3. The provisions of subdivision (1) of this section shall not apply to the possession of an antique firearm.

Section 215.280 Carrying Concealed Firearms Prohibited — Penalty For Violation

A. It shall be a violation of this Section, punishable as hereinafter provided, for any person to carry any concealed firearm into:

1. Any Police, Sheriff or Highway Patrol office or station without the consent of the Chief Law Enforcement Officer in charge of that office or station. Possession of a firearm in a vehicle on the premises of the office or station shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
2. Within twenty-five (25) feet of any polling place on any election day. Possession of a firearm in a vehicle on the premises of the polling place shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
3. The facility of any adult or juvenile detention or correctional institution, prison or jail. Possession of a firearm in a vehicle on the premises of any adult, juvenile detention or correctional institution, prison or jail shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
4. Any courthouse solely occupied by the Circuit, Appellate or Supreme Court, or any courtrooms, administrative offices, libraries or other rooms of any such court whether or not such court solely occupies the building in question. This Subdivision shall also include, but not be limited to, any juvenile, family, drug or other court offices, any room or office wherein any of the courts or offices listed in this Subdivision are temporarily conducting any business within the jurisdiction of such courts or offices, and such other locations in such manner as may be specified by Supreme Court Rule pursuant to Subdivision (6) of this Subsection. Nothing in this Subdivision shall preclude those persons listed in Subsection **(B)(1)** of Section **215.250** while within their jurisdiction and on duty, those persons listed in Subsections **(B)(2)**, **(4)** and **(10)** of Section **215.250**, or such other persons who serve in a law enforcement capacity for a court as may be specified by Supreme Court Rule pursuant to Subdivision **(6)** of this Subsection from carrying a concealed firearm within any of the areas described in this Subdivision. Possession of a firearm in a vehicle on the premises of any of the areas listed in this Subdivision shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

5. Any meeting of the Board of Aldermen, except that nothing in this Subsection shall preclude a member of the Board holding a valid concealed carry permit or endorsement from carrying a concealed firearm at a meeting of the Board of Aldermen. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
6. Any building owned, leased or controlled by the City of Clayton identified by signs posted at the entrance to the building. This Subsection shall not apply to any building used for public housing by private persons, highways or rest areas, firing ranges, and private dwellings owned, leased, or controlled by the City of Clayton. Persons violating this Subsection may be denied entrance to the building, ordered to leave the building and, if employees of the City, be subjected to disciplinary measures for violation.
7. Any establishment licensed to dispense intoxicating liquor for consumption on the premises, which portion is primarily devoted to that purpose, without the consent of the owner or manager. The provisions of this Subdivision shall not apply to the licensee of said establishment. The provisions of this Subdivision shall not apply to any bona fide restaurant open to the general public having dining facilities for not less than fifty (50) persons and that receives at least fifty-one percent (51%) of its gross annual income from the dining facilities by the sale of food. This Subdivision does not prohibit the possession of a firearm in a vehicle on the premises of the establishment and shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. Nothing in this Subdivision authorizes any individual who has been issued a concealed carry permit or endorsement to possess any firearm while intoxicated.
8. Any area of an airport to which access is controlled by the inspection of persons and property. Possession of a firearm in a vehicle on the premises of the airport shall not be a violation so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
9. Any place where the carrying of a firearm is prohibited by Federal law.
10. Any higher education institution or elementary or secondary school facility without the consent of the governing body of the higher education institution or a school official or the District School Board, unless the person with the concealed carry endorsement or permit is a teacher or administrator of an elementary or secondary school who has been designated by his/her school district as a school protection officer and is carrying a firearm in a school within that district, in which case

no consent is required. Possession of a firearm in a vehicle on the premises of any higher education institution or elementary or secondary school facility shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

11. Any portion of a building used as a child care facility without the consent of the manager. Nothing in this Subdivision shall prevent the operator of a child care facility in a family home from owning or possessing a firearm or a driver's license or non-driver's license containing a concealed carry endorsement.
12. Any riverboat gambling operation accessible by the public without the consent of the owner or manager pursuant to rules promulgated by the Gaming Commission. Possession of a firearm in a vehicle on the premises of a riverboat gambling operation shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
13. Any gated area of an amusement park. Possession of a firearm in a vehicle on the premises of the amusement park shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
14. Any church or other place of religious worship without the consent of the minister or person or persons representing the religious organization that exercises control over the place of religious worship. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
15. Any private property whose owner has posted the premises as being off-limits to concealed firearms by means of one (1) or more signs displayed in a conspicuous place of a minimum size of eleven (11) inches by fourteen (14) inches with the writing thereon in letters of not less than one (1) inch. The owner, business or commercial lessee, manager of a private business enterprise, or any other organization, entity or person may prohibit persons holding a concealed carry permit or endorsement from carrying concealed firearms on the premises and may prohibit employees, not authorized by the employer, holding a concealed carry permit or endorsement from carrying concealed firearms on the property of the employer. If the building or the premises are open to the public, the employer of the business enterprise shall post signs on or about the premises if carrying a concealed firearm is prohibited. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises. An employer may prohibit employees or other persons holding

a concealed carry permit or endorsement from carrying a concealed firearm in vehicles owned by the employer.

16. Any sports arena or stadium with a seating capacity of five thousand (5,000) or more. Possession of a firearm in a vehicle on the premises shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.
17. Any hospital accessible by the public. Possession of a firearm in a vehicle on the premises of a hospital shall not be a criminal offense so long as the firearm is not removed from the vehicle or brandished while the vehicle is on the premises.

B. Any person violating any of the provisions of Subsection **(A)** of this Section shall be punished as follows:

1. Carrying of a concealed firearm in a location specified in Subdivisions **(1)** to **(17)** of Subsection **(A)** of this Section by any individual who holds a concealed carry permit issued pursuant to sections 571.101 to 571.121, or a concealed carry endorsement issued prior to August 28, 2013, shall not be a criminal act but may subject the person to denial to the premises or removal from the premises. If such person refuses to leave the premises and a Peace Officer is summoned, such person may be issued a citation for an amount not to exceed one hundred dollars ($100.00) for the first offense. If a second citation for a similar violation occurs within a six-month period, such person shall be fined an amount not to exceed two hundred dollars ($200.00) and his or her permit, and, if applicable, endorsement to carry concealed firearms shall be suspended for a period of one year. If a third citation for a similar violation is issued within one (1) year of the first citation, such person shall be fined an amount not to exceed five hundred dollars ($500.00) and shall have his or her Missouri lifetime or extended concealed carry permit and, if applicable, endorsement revoked and such person shall not be eligible for a concealed carry permit for a period of three (3) years. Upon conviction of charges arising from a citation issued under this Subsection, the court shall notify the Sheriff of the County which issued the concealed carry permit, or, if the person is a holder of a concealed carry endorsement issued prior to August 28, 2013, the court shall notify the sheriff of the county which issued the certificate of qualification for a concealed carry endorsement and the department of revenue. The Sheriff shall suspend or revoke the concealed carry permit or, if applicable, the certificate of qualification for a concealed carry endorsement.
2. If the violator does not hold a current valid concealed carry permit or endorsement issued pursuant to State law, upon conviction of a charge of violating this Section the defendant

shall be punished as provided in Section **100.110** of this Code of Ordinances.

3. Employees of the City of Clayton may, in addition to any other punishment hereby, be subject to disciplinary action.

C. It shall be a violation of this Section, punishable by a citation for an amount not to exceed thirty-five dollars ($35.00), for any person issued a concealed carry permit or endorsement pursuant to State law to fail to carry the concealed carry permit or endorsement at all times the person is carrying a concealed firearm, or to fail to display the concealed carry permit and a state or federal government-issued photo identification endorsement or permit upon the request of any Peace Officer.

Section 2. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining parts, sections and subsections shall be and remain in full force and effect.

Section 3. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

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

Passed by the Board of Aldermen this _____ day of _____, 2022.

_____
Mayor

Attest:

_____

City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: DECEMBER 13, 2022

SUBJECT: ORDINANCE - AMENDING THE CLAYTON CITY CODE RELATING TO SUSPENSION AND DEBARMENT OF VENDORS

The City of Clayton expends great effort to be sure that public money is expended efficiently, and that work performed meets the community's ideals and standards. The Code of Ordinances does not currently have any provisions that prevent irresponsible or poorly performing vendors from bidding and contracting with the City for future projects and services. The attached ordinance contains provisions for the debarment or suspension of vendors and establishes the reasons, procedures, effects, and length of debarment of vendors.

This is a common provision found in municipal ordinances and purchasing policies.

Staff recommends approval of the attached ordinance.

BILL NO. 6929

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 100 OF THE CLAYTON CITY CODE RELATING TO SUSPENSION AND DEBARMENT OF VENDORS

WHEREAS, the City of Clayton expends great effort to be sure that public money is expended efficiently and in a manner which reflects the ideals and standards fitting of our residents; and

WHEREAS, the Board of Aldermen finds and declares that the requirements, procedures and remedies hereinafter enacted will promote the safety and welfare of the community and assure Clayton citizens that those with whom the City does business are capable and responsible;

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

Section 1. Article IV of Chapter 100 of the Code of Ordinances of the City of Clayton, Missouri, is hereby amended by the addition of one new Section, initially to be designated as Section 100.200, to read as follows:

Chapter 100. General Provisions.

Article IV Miscellaneous Code Provisions

Section 100.200 Debarment

A. *Policy*. In order to protect the public interest, it is the policy of the City to conduct business only with responsible persons. Debarment and suspension are discretionary actions that, taken in accordance with this Section, are appropriate means to implement this policy. Debarment and suspension are serious actions which shall be used only in the public interest and for the City's protection and not for purposes of punishment.

B. *Definitions*. For the purposes of this Section, unless the context requires otherwise, the following terms shall mean:

AFFILIATE means persons related to one another in such a manner that directly or indirectly, either one controls or has the power to control the

other, or, a third person controls or has the power to control both. Indicia of control include, but are not limited to: Interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the suspension, debarment or voluntary exclusion of a person which has the same or similar management, ownership, or principal employees as the suspended, debarred, or voluntarily excluded person.

DEBARMENT means an action taken by the City in accordance with these regulations to exclude a person from participating in transactions with the City. A person so excluded is "debarred".

PARTICIPANT means any person who submits a proposal or bid for, or enters into, or reasonably may be expected to enter into, a transaction with the City. This term also includes any person who acts on behalf of or is authorized to commit a participant in a transaction as an agent or representative of another participant.

PERSON means any individual, corporation, partnership, association, unit of government or legal entity, however organized and.

PRINCIPAL means an officer, director, owner, partner, key employee, or other person within a participant with primary management or supervisory responsibilities; or a person who has a critical influence or substantive control over a covered transaction, whether or not employed by the participant.

PROPOSAL means a solicited or unsolicited bid, application, request, offer, invitation to consider or similar communication by or on behalf of a person seeking to participate or to receive a benefit, directly or indirectly, in or under a transaction.

SUSPENSION means an action taken in accordance with this article that immediately excludes a person from participating in covered transactions for a temporary period, pending completion of an investigation and such legal or debarment proceedings as may ensue. A person so excluded is "suspended."

TRANSACTION means any transaction between the City and a person for procurement of goods and/or services, or public works contracts and any contract for goods or services between a participant and a person,

whose goods or services are to be employed in a transaction with the City.

VOLUNTARY EXCLUSION or VOLUNTARILY EXCLUDED means a status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

C. *Grounds for Debarment*. A person may be debarred from consideration for award of contracts for any of the following reasons:

(1) Conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

(2) Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of integrity or honesty which currently, seriously and directly affects responsibility as a city contractor or vendor.

(3) Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.

(4) Failure without good cause to perform in accordance with contract specifications or within the time limit provided in the contract.

(5) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one (1) or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor or vendor shall not be considered a basis for debarment.

(6) The person is in arrears on any debt owed the city or has a history of being chronically in arrears on debts owed the city or attempting to obtain excessive or unwarranted payment or preference from the City.

(7) Any other cause so serious and compelling as to affect responsibility as a city contractor or vendor, including debarment by another governmental entity.

D. *Procedure*.

(1) Debarment shall be initiated by serving written notice of the debarment to the person intended to be debarred. The notice shall set forth the specific grounds for the debarment and advise the person of the right to appeal. The notice shall be served by registered or certified mail or by delivering a copy of the notice to the person subject to debarment or the person's agent or employee. The debarment shall take effect ten (10) days after service of the notice unless an appeal is taken to the city manager. If an appeal is taken, the debarment shall not take effect until a final order upholding the debarment is entered by the city manager or until the appeal is dismissed by the appellant.

(2) Within ten (10) days after service of a written notice of debarment, the person affected by the notice may file a written request for a hearing before the city manager contesting the debarment.

(3) The city manager shall give the appellant at least ten (10) day notice of a hearing. At the hearing, the City and the appellant shall have the right to call and examine witnesses, introduce exhibits, cross-examine opposing witnesses and impeach any witness. Oral evidence shall be taken on oath or affirmation. All evidence shall be suitably recorded and preserved. The technical rules of evidence shall not apply, but the city manager may exclude evidence which is irrelevant or repetitious. The City and appellant shall be entitled to present oral arguments or written briefs at or after the hearing.

(4) The city manager shall make written findings of fact and conclusions of law and issue a final order. Findings of fact shall be based upon competent and substantial evidence found in the record as a whole. A copy of the city manager’s order, findings of fact and conclusions of law, shall be delivered or mailed to the appellant.

(5) An appellant aggrieved by the decision of the city manager may, within five (5) days of the decision for which redress is sought, file with the Board of Aldermen a written request for reconsideration and appeal of any decisions of the city manager under this Section. The written request must set forth in a concise manner the decision being appealed and all grounds known to the appellant as to wherein and why the decision is allegedly in error.

The request for reconsideration and appeal must be filed with the City Clerk within five (5) days of the date of the city manager's decision. A copy of the request and any supporting documents or materials filed by the appellant must be served by the appellant party on the city manager within three (3) days of filing with the City Clerk. The Board of Aldermen may consider the appeal on the record of the prior decision by the city manager or may, at its sole discretion, receive additional evidence in such manner as it deems appropriate in light of the circumstances.

(6) Any appellant aggrieved by the final determination of the City may file a petition for review pursuant to Chapter 536, RSMo., as amended, in the Circuit Court of St. Louis County. Such petition shall be filed within ten (10) days after the final determination.

E. *Effect of Debarment.* Except to the extent prohibited by law, persons who are debarred or suspended by the City or by the State of Missouri and their affiliates shall be excluded from transactions with the City as either participants or principals for the period of their debarment or suspension. Accordingly, the City shall not enter into transactions with or involving such debarred or suspended persons or their affiliates during such period.

F. *Length of Debarment*. Debarment shall be for a period commensurate with the seriousness of the cause(s). If a suspension precedes a debarment, the suspension period shall be considered in determining the debarment period. Debarment generally should not exceed three years; however, where circumstances warrant, a longer period of debarment may be imposed.

G. V*oluntary exclusion*. The City may, at any time, settle a debarment or suspension action when it determines that such settlement is in the best interest of the City. Persons who accept voluntary exclusion are excluded in accordance with the terms of their settlements.

Section 2. It is hereby declared to be the intention of the Board of Aldermen that each and every part, section and subsection of this Ordinance shall be separate and severable from each and every other part, section and subsection hereof and that the Board of Aldermen intends to adopt each said part, section and subsection separately and independently of any other part, section and subsection. In the event that any part of this Ordinance shall be determined to be or to have been unlawful or unconstitutional, the remaining

parts, sections and subsections shall be and remain in full force and effect.

Section 3. The Chapter, Article, Division and/or Section assignments designated in this Ordinance may be revised and altered in the process of recodifying or servicing the City's Code of Ordinances upon supplementation of such code if, in the discretion of the editor, an alternative designation would be more reasonable. In adjusting such designations the editor may also change other designations and numerical assignment of code sections to accommodate such changes.

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

Passed by the Board of Aldermen this _____ day of _____, 2022.

_____
Mayor

Attest:

_____
City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
ERNIE RHODES, FIRE CHIEF

DATE: DECEMBER 13, 2022

SUBJECT: ORDINANCE - AGREEMENT WITH WASHINGTON UNIVERSITY FOR THE PROVISION OF FIRE PREVENTION, FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES ON THE DANFORTH CAMPUS

For several years, the City of Clayton has provided Washington University with Fire Prevention, Fire Protection and Emergency Medical Services at their hilltop campus (main campus). Since 1992 the City and University have maintained these services through various written agreements. Our current agreement expires on December 31, 2022 and both parties have expressed the desire to continue this arrangement--to that end an amendment to the current agreement has been negotiated.

This Agreement shall be for an initial term of nine (9) months commencing January 1, 2023 through September 30, 2023, and shall be automatically renewed for four (4) one (1) year terms (to September 30, 2027), unless either the City or University gives the other party written notice ninety (90) days prior to commencement of the renewal term that this Agreement shall not be renewed.

In consideration for the above-mentioned services provided to the University by the City pursuant to this Agreement, the University agrees to pay the City an annual base fee initially in the amount of $407,000 payable in monthly installments of $33,916.67 commencing January 1, 2023. The base fee shall increase annually by the lesser of (i) the Consumer Price Index (CPI) or (ii) five percent (5%).

Significant negotiations have been conducted to reach this amendment to the agreement that has been beneficial to both parties. Highlights of the new amended agreement include;

- Increase the base contract price from $391,049 FY 2022 to $407,000 in FY2023, an increase of $15,951 in base fees. The proposed new base fee was established on a current cost for service formula and accurately reflects the City's cost for providing these services to the University.
- Continuation of an Annual Meeting to address planning issues related to upcoming construction projects, fire prevention and public safety/education programs with University leadership.
- Provide EMS support for five (5) special events on campus
- Fire alarm response guidelines and false alarm criteria

We believe this arrangement is beneficial to both Washington University and the City of Clayton.

Recommendation: Staff recommends approval of the attached ordinance

BILL NO. 6930

ORDINANCE NO.

AN ORDINANCE TO REPEAL ORDINANCE NO. 6458 AND PUT A NEW ORDINANCE IN PLACE WHICH AUTHORIZES THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASHINGTON UNIVERSITY FOR THE PROVISION OF FIRE PREVENTION, FIRE PROTECTION AND AMBULANCE SERVICES TO THE PORTION OF THE DANFORTH CAMPUS LOCATED IN UNINCORPORATED ST. LOUIS COUNTY

Whereas, The City of Clayton has for many years provided fire prevention, fire protection and ambulance Services to part of The Washington University campus located in unincorporated St. Louis County; and

Whereas, the City and University agree that it is mutually beneficial to continue this relationship; and

Whereas, a revised agreement between the City and University has been recently negotiated.

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

Section 1. Repeal Ordinance No. 6458 and put in its place a new ordinance relating to an agreement to provide fire prevention, fire protection and ambulance services to the portion of the Washington University Danforth Campus located in unincorporated St Louis County.

Section 2. The City Manager of the City of Clayton is hereby authorized and directed to execute, and the City Clerk to attest, on behalf of the City, the Fire Prevention, Fire Protection and Ambulance Services Agreement attached hereto and incorporated herein and to make ministerial alterations, changes or additions to the Agreement that may be required to carry out the intent of the Ordinance.

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

Passed by the Board of Aldermen this 13th day of December 2022.

_____
Mayor

Attest:

_____
City Clerk

SECOND AMENDED AND RESTATED
FIRE PREVENTION, FIRE PROTECTION AND AMBULANCE SERVICE AGREEMENT

This Second Amended and Restated Fire Prevention, Fire Protection and Ambulance Service Agreement (the "Agreement") is made and entered into between The Washington University (the "University") and the City of Clayton, Missouri (the "City").

WHEREAS, the City has for many years provided fire prevention, fire protection and emergency medical service/ambulance transport to University property not otherwise entitled to receive these services because they are located outside the City limits in unincorporated St. Louis County; and

WHEREAS, the term of the existing Agreement is set to expire on December 31, 2022 and the parties desire to renew the Agreement for an additional five years.

WHEREAS, the parties have negotiated an amended and restated Agreement upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual premises set forth below, the University and the City agree as follows:

1. Term. This Agreement shall be for an initial term of nine (9) months commencing January 1, 2023 up to and including September 30, 2023, and shall be automatically renewed for four (4) one (1) year terms (to September 30, 2027), unless either the City or University gives the other party written notice ninety (90) days prior to commencement of the renewal term that this Agreement shall not be renewed.

2. Definitions. As used in this Agreement, the following words and terms shall have the following meanings

"Agreement" means this Second Amended and Restated Fire Prevention, Fire Protection and Ambulance Service Agreement, as the same may be from time to time modified, amended or supplemented in writing by the parties hereto.

"Associate Vice Chancellor, Facilities Planning and Management" means the Associate Vice Chancellor of Facilities Planning and Management of the University.

"Assistant Vice Chancellor for Environmental Health and Safety" means the Assistant Vice Chancellor for Environmental Health and Safety of the University.

"CAD" means the Computer Aided Dispatch System used by the WU Police.

"City" means the City of Clayton, Missouri, a city and political subdivision duly organized and existing under the constitution and laws of the State of Missouri.

"City Code" means the Code of Ordinances, City of Clayton, Missouri.

"Clayton False Alarm Violation Criteria" means the criteria governing False Alarms as set forth on Exhibit 3, attached hereto and incorporated herein by reference.

"Code Compliance Meeting" means the meeting described in Paragraph 6(D) of this Agreement.

"Director of Insurance and Risk Management" means the Director of Insurance and Risk Management within the General Property Insurance Department of Treasury and Financial Services of the University.

"Dispatcher" means the East Central Dispatch Center of the City, with a phone number of (314) 645-3000.

"ECDC Means- East Central Dispatch Center the phone number of which is (314) 645-3000 or non-emergency (314) 655-3695.

"ESO RMS" means the electronic records management system used by the Fire Department.

"False Alarms" means any fire alarm that meets the Clayton False Alarm Violation Criteria detailed in Exhibit 3.

"Fire Alarm Response Guidelines" means the guidelines attached hereto as Exhibit 1 and
incorporated herein by reference.

"Fire Chief" means the Fire Chief of the Fire Department.

"Fire Code" or "Clayton Fire Prevention Code" means the fire prevention code of the City of Clayton as adopted by the City and set forth in Chapter 10 of the City Code.

"Fire Department" means the City of Clayton, Missouri Fire Department.

"Fire Marshal" means the Fire Marshal of the City or his or her authorized representative.

"Hazard Notice" means the Hazard Notice described in Paragraph 6(A) of this Agreement.

"Hazard Notice Inspection" means the follow up inspection by the Fire Marshal as described in Paragraph 6(A)(iv).

"Impairment" means a required fire protection system is out of service and the impairment coordinator will follow section 901.7 of 2015 International Fire Code.

"Incident Commander" means the person with the skills, knowledge, abilities and authority to manage emergency situations as required by Homeland Security Presidential Directive Number 5.

"Liability Notice" means the Liability Notice described in Paragraph 6(B).

"Property" means the University's property located outside the City but within unincorporated St. Louis County, and specifically bounded by Forest Park Parkway on the north, Big Bend Boulevard on the west, the Clayton City limits on the south and the city limits of the City of St. Louis on the east.

"Public Works Department" means the St. Louis County Department of Public Works.

"Services" means the services to be provided by the City to the University as set forth in Paragraph 3 of this Agreement.

"University" means The Washington University, a corporation organized by special act of the General Assembly of the State of Missouri approved February 22, 1853 and acts amendatory thereto.

"Washington University Police Department" or "WU Police" means the Washington University in St. Louis Police Department that provides law enforcement services to the University's Danforth campus.

"WU Facilities" means The Washington University Department of Facilities Planning and Management.

3. Services.

A. Fire Protection, Emergency Medical Services/Ambulance Transport/Public Education.

i) The City will provide fire protection services, fire prevention services, public fire safety/EMS education programs, and emergency medical service/ambulance transport from the Property in accordance with the City's normal procedures.

ii) Hazardous Materials and Chemical Responses will be provided by the City and appropriate mutual aid response agencies as deemed necessary by the Incident Commander or applicable laws.

B. Fire Prevention and Annual Inspection Services.

i) The City, by and through its Fire Marshal, will conduct annual fire inspections of all buildings on the Property for the purpose of determining compliance with the Fire Code and for identification of potential fire hazards. The City agrees to coordinate the inspections of the Property with the Associate Vice Chancellor, Facilities Planning and Management, or other duly designated individual. The City shall provide at least ten (10) days' notice of an inspection.

ii) Inspection services shall include but not be limited to: fire inspections and re-inspections, fire hydrant inspections and testing, fire road reviews, monitoring tests of fire protection systems, and all typing, filing, and administrative duties and consultations associated with the above.

C. Construction Related Services.

i) In addition to the above, City agrees that its Fire Department will provide certain construction related services to the Property. Such services shall include, but not be limited to, plan reviews, construction site inspections, new building inspections, inspections of upgrades to existing buildings and clerical and administrative services related thereto.

ii) When the Fire Department conducts construction related final inspections, the City agrees that its Fire Department will notify project manager and zone manager of such inspection and provide the appropriate University official an opportunity to be present at such final inspection.

iii) The University will submit drawings, plans and specifications for new construction to the Fire Department for review. City agrees to coordinate its plan review with St. Louis County Department of Public Works and to coordinate all inspections and tests with the University. The University agrees to comply with the requirements resulting from the Fire Department plan review and field correction notices, subject to the same terms as the University's compliance options set forth in Paragraph 6(C) of this Agreement.

D. Annual Meeting.

The Fire Marshal, Fire Chief and/or their designated representatives, along with the Associate Vice Chancellor, Facilities Planning and Management, the Assistant Vice Chancellor for Environmental Health and Safety and the WU Police Chief and/or their designated representatives will meet once annually on or around January or February of each year. The subject of the annual meetings shall include an update by WU Facilities of upcoming projects for which Services will be required, fire safety/EMS education programs, changes to the Fire Code (if any) and suggestions by the Fire Department for fire prevention/safety activities and projects at the University along with any other questions or concerns raised by the parties relating to the Services.

E. Special Events.

i) The City will provide fire protection and fire prevention assistance from the Fire Department for special events at no additional charge.

ii) The City will provide EMS Stand-by coverage for the following five (5) University Special Events at no additional charge as part of this Agreement:

(a) Convocation
(b) Fall WILD
(c) Thurtene Carnival
(d) Spring WILD
(e) Commencement

EMS Stand-by coverage will be provided by a Clayton Advanced Life Support ambulance or equipped Utility Terrain Vehicle (UTV) with a minimum of two EMS licensed personnel from the City for a total of six (6) hours per event and otherwise following City standard practices for special events.

4. Compensation and Terms of Payment for Services. In consideration for the above mentioned services provided to the University by the City pursuant to this Agreement, the University agrees to pay the City an annual base fee initially in the amount of $407,000 payable in monthly installments of $33,916.67 commencing January 1, 2023. On October 1, 2023 and each October 1 thereafter during the term of the Agreement (each such October 1 being hereinafter referred to as an "Adjustment Date"), the base fee shall increase to an amount equal

to the then-current base fee multiplied by the lesser of (i) the CPI Fraction (hereinafter defined) or (ii) one hundred and five percent (105%) (that is, multiplied by 1.05). As used herein:

"CPI Fraction" shall mean a fraction, the numerator of which is the CPI (hereinafter defined) for the month closest to and preceding such Adjustment Date and the denominator of which is the CPI for the month closest to and preceding the date one (1) year prior to the Adjustment Date.

"CPI" shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the U.S. Department of Labor, All Items Indexed for All Urban Consumers, City Average, 1982-1984=100.

5. Additional Fees: Permits.

A. Fire Safety Permits and associated permit fees will be required for all permitted activities as identified in the current City Code of Ordinances or its successor ordinances.

B. Anyone requiring medical transport from the Property is subject to medical transport fees as defined in City Ordinance No. 5922 or any successor ordinance enacted during the term of the Agreement.

C. The University is responsible for costs associated with all Hazardous Materials and Chemical Responses provided pursuant to Paragraph 3(A)(ii) of this Agreement in accordance with Sections 260.500 through 260.550 of the Revised Statutes of Missouri, commonly called the Spill Bill.

D. The University will incur additional fees based on current City Ordinance No. 5849 or any successor ordinance enacted during the Term of the Agreement if the University uses EMS Stand-by services at Special Events other than the Special Events listed in Paragraph 3(E)(ii) of this Agreement or at such Special Events but for a longer period of time than provided for in Paragraph 3(E)(ii) of this Agreement.

6. Code Violations: Notice and Re-inspection.

A. Hazard Notice. Annual inspections will be performed and Hazard Notices will be issued for Fire Code violations. Hazard Notices issued by the Fire Marshal to the University shall be delivered in accordance with the provisions of Section 11 herein and contain, at a minimum, the following:

i) a description of that portion of the Property (by name, address or other identifying information) that is the subject of the Hazard Notice;

ii) a description of the specific violation of the Fire Code along with a citation to the applicable section(s) of the Fire Code;

iii) the action to be undertaken by the University to correct the violation and bring the specified portion of the Property into compliance with the Fire Code; and

iv) the date, which shall be not less than thirty (30) days nor more than forty-five (45) days from the date of the Hazard Notice, on which the Fire Marshal shall follow-

up and conduct a Hazard Notice Inspection of the Property to determine if the violation has been corrected.

B. Liability Notice. In the event that a Hazard Notice Inspection discloses a continuing violation of the Fire Code, the Fire Marshal will send a Liability Notice to the Associate Vice Chancellor, Facilities Planning and Management and the Vice Chancellor and General Counsel of the University. Such Liability Notice shall inform the University of specific instances of its failure to correct a violation of the Fire Code pursuant to a Hazard Notice and shall include one or more of the following options:

i) The Liability Notice shall specify a date by which the violation shall be corrected or, in lieu of correction, the University shall provide a written indemnity to the City pursuant to Paragraph 6(C)(ii) of this Agreement; or

ii) The Liability Notice shall request a Code Compliance meeting to discuss the Fire Code violation and the preparation and implementation of a corrective action plan.

C. University Compliance Options. In response to receipt of a Liability Notice from the City, the University shall:

i) correct the Fire Code violation; or

ii) provide a document to the City in which the University agrees to indemnify the City for damages arising from uncorrected code violations specified in the Liability Notice. Such indemnification shall be substantially in the form attached hereto as Exhibit 2 and incorporated herein by reference; provided, however, that if the Liability Notice includes a request for a Code Compliance Meeting, the University shall not offer or provide an indemnity until after such meeting has taken place; or

iii) request a Code Compliance Meeting to discuss the Fire Code violation and the preparation and implementation of a corrective action plan.

Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall prohibit or prevent the University from providing an indemnity to the City with respect to uncorrected Fire Code violations as it deems necessary.

D. Code Compliance Meeting.

i) If either party requests a Code Compliance Meeting, such meeting shall be conducted at a time and place mutually agreed upon by the parties hereto. Any such meeting shall be attended by the Fire Chief, the Fire Marshal, the Associate Vice Chancellor, Facilities Planning and Management, the University's Assistant Vice Chancellor for Environmental Health & Safety, the University's Director of Risk Management and such other individuals as the parties deem necessary or appropriate.

ii) During the course of the Code Compliance Meeting, the parties shall review the facts relating to the uncorrected Fire Code violation and the parties shall discuss possible methods of correcting such violations. The parties shall work to formulate a corrective action plan which substantially achieves the fire safety objectives

desired by the City while substantially preserving the integrity and ambience of the Property as a National Historic District and National Historic Landmark.

7. Fire Alarms and False Alarms: Penalties.

A. The University shall immediately notify the Fire Department of all fire alarms activated on campus. WU Facilities or WU Police shall provide information to the Dispatcher (ECDC) or Central Monitoring Station about the reason for the alarm to be entered into CAD.

B. The Fire Department will follow the Fire Alarm Response Guidelines mutually agreed on by the Fire Department and the University (attached hereto as Exhibit 1).

C. Based on information provided to the Dispatcher as provided in Paragraph 7(A) above, the Fire Department will document all known or reported causes of fire alarms on the campus and these reports will be made available to University officials.

D. The University shall be subject to penalties for excessive False Alarms (as defined in Exhibit 3 attached hereto) from its fire alarm systems, subject to the following conditions:

i) The University shall be allowed two False Alarms violations occurring in a twelve-month period at each building within the Property and no charge shall be imposed therefor.

ii) Upon formal written notice by the City that two False Alarm violations have occurred at any one building on the Property, all future False Alarms in that building shall be subject to financial penalty.

iii) The financial penalty for False Alarm violations in excess of two per building in a twelve-month period shall be assessed in accordance with the prevailing order of the Clayton Municipal Judge. As of October 1, 2006, the financial penalties for False Alarms are as follows:

3rd Offense	$50.00
4th Offense	$100.00
5th Offense	$200.00
6th Offense	$400.00
7th Offense	$800.00
8th and Greater Offense	$1,600.00

As noted in Exhibit 1, for project-related false alarms, there will be a flat fee of $200.00 billed separately from and in addition to the schedule detailed above (which schedule applies only to false alarms that are not project-related). The City shall provide written notice to the University of any changes in the amount of the False Alarm penalty.

iv) Upon the occurrence of the eighth (8th) or greater False Alarm at a building within the Property, the Fire Marshal shall inspect the building and generate a report as to the cause of the False Alarm in that building if the cause can be determined. A copy of the report of the Fire Marshal shall be provided to the University along with any invoice for financial penalties assessed for each such additional False Alarm.

v) The City shall notify the Associate Vice Chancellor, Facilities Planning and Management on a monthly basis of all False Alarms occurring within the Property.

vi) The City will invoice the University for penalties for excess False Alarms on a monthly basis to the University. Not later than the tenth (10th) business day of each month, the City shall provide the University with an invoice of all excess False Alarms that occurred within the Property during the previous calendar month. A monthly statement of the outstanding invoices for False Alarms shall specify the total balance outstanding for all False Alarms as of the date of the statement. All outstanding False Alarm invoices shall be reflected on subsequent statements.

E. The University shall notify the Fire Department at (314) 290-8487 or via email to pmercurio@claytonmo.gov during normal business hours if there is an impairment to the fire alarm system in any of the buildings on the property and advise the length of time the system will be out of service. The Fire Department will acknowledge all emailed fire alarm system impairments by replying to the sender of the impairment notification. After business hours ECDC shall be notified at (314) 645-3000 or via email to all@east-central.org. If the notification is made, no false alarm fee will be charged to the University for false alarms at the building during the duration of the impairment.

F. Beginning January 1, 2023 the False Alarms count for all buildings on the Property shall start from zero and be prorated for the initial nine-month contract period.

8. Fire Code.

A. The University. The University agrees to work in good faith with the City, its Fire Marshal and Fire Department to resolve fire safety issues within the Property and, subject to the provisions of this Agreement, to maintain the Property in accordance with the applicable provisions of the Fire Code.

B. The City. The City acknowledges that the Property is a National Historic District and is designated a National Historic Landmark by the United States Secretary of the Interior. The City, its Fire Marshal and Fire Department will be sensitive to the challenges of protecting such property and will work with the University to achieve the life safety goals of the Fire Code in a manner that will recognize the historical and cultural integrity and ambience of the Property as a National Historic District and National Historic Landmark. To achieve this goal, the parties will consider alternative approaches for fire safety and may consult other guidelines, codes and standards relating to the preservation of historic or cultural properties when such approaches or consultation will also serve the primary purpose of achieving the life safety goals of the Fire Code.

9. Scope of Agreement. The City and University agree that this Agreement encompasses the entire range of services provided by the Fire Department to the Property, that the fees agreed to be paid for these services constitute the total compensation for such services, and that no additional fees shall be due the City from the University for any services for the property by the Fire Department.

10. Warranty. The City warrants to the University that the University will receive the same fire protection services, fire prevention services and emergency medical services/ambulance transport of the same quality afforded to owners of property located within

the City, including the benefits of mutual assistance agreements between the City and other agencies.

11. Notices. All notices to be given under this Agreement shall be in writing and may be delivered by electronic mail address, registered or certified mail, or via hand delivery to each party at the addresses set forth below in accordance with the terms hereinafter. Either party may from time to time change its address, or as applicable its electronic mail address, for notification purposes by giving the other party prior written notice of the new information and the date upon which the change will become effective.

IF TO THE CITY:
City Manager
City of Clayton
10 North Bemiston Avenue
Clayton, MO 63105

IF TO THE UNIVERSITY:
Associate Vice Chancellor, Facilities Planning & Management
Washington University
One Brookings Drive, Box 1036
St. Louis, MO 63130
Email: jlongii@wustl.edu

WITH COPY TO (EXCEPT FALSE ALARM NOTICES):
Office of General Counsel
Washington University
One Brookings Drive, Box 1058
St. Louis, MO 63130
Email: Heidi_Klosterman@wustl.edu

Notice hereunder shall be deemed served when delivered by hand or when sent by certified United States Mail, return receipt requested, or when sent electronically with a read receipt to the persons specified above. Notwithstanding the foregoing, the Fire Department will use commercially reasonable efforts to send notices electronically to the University. Additionally, False Alarm Notices will only be delivered to the Associate Vice Chancellor, Facilities Planning & Management and not the General Counsel's Office.

12. Entire Agreement; Amendment and Restatement.

A. This Agreement constitutes the entire agreement between the City and the University with respect to the subject matter of this Agreement; and all prior representations or agreements, whether written or verbal relative hereto are superseded. No modification of this Agreement shall be binding on the parties hereto unless it is in writing and signed by authorized representatives of both parties and appended to this Agreement.

B. Effective January 1, 2023, this agreement amends, restates and replaces in entirety the First Amended and Restated Fire Prevention, Fire Protection and Ambulance Service Agreement between the parties dated effective as of December 13, 2016 and all amendments and extensions thereto.

13. Governing Law, etc. This Agreement shall be governed by the laws of the state of Missouri and shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

14. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof and disagreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. No Assignment. This Agreement may not be assigned by either party hereto.

16. Jurisdiction. This agreement does not alter or amend the jurisdiction of City with respect to any facility of University within City limits, nor does it extend the jurisdiction of City to any facility of University not within City limits.

IN WITNESS WHEREOF, the City and University have executed this Agreement by their duly authorized representatives on the dates set forth beside their signatures below.

CITY OF CLAYTON

By:_____
Name: David Gipson
Title: City Manager
Date:

WASHINGTON UNIVERSITY

By:_____
Name: Shantay N. Bolton
Title: Executive Vice Chancellor and Chief Administrative Officer
Date:

EXHIBIT 1

Washington University and City of Clayton Fire Alarm Response Guidelines

1. WU Police, along with the Fire Department and WU Facilities, will respond to all alarms. If the fire alarm is believed to be false, this information shall be provided to the Dispatcher and forwarded to the Fire Department. The Fire Department will discontinue their response if WU Police or WU Facilities confirms the call to be false and no hazard exists. A reason for the alarm activation, including whether it is project related, will be given by the caller to identify and document the determining criteria per Exhibit 3 (Clayton False Alarm Violation Criteria). All calls will have a fire report made in Fire Department RMS per Fire Department policy. For project-related false alarms, there will be a flat fee of $200 billed separately from and in addition to the schedule for false alarms that are not project-related detailed in Section 7(D)(iii). For this purpose, and for purposes of Section 7(D)(iii),"project-related" means related to a facilities infrastructure upgrade, construction, renovation, or demolition project undertaken by or on behalf of the University.

2. WU Police, the Fire Department and WU Facilities personnel will meet at the Main Entrance of the building to coordinate their efforts. The "Main Entrance" is the entrance that is street side with the nearest access for fire trucks.

3. The first to arrive of either the Fire Department or WU Facilities will silence the alarm. This does not reset it. Lights will continue to strobe, but there will not be an audible alarm.

4. The Fire Department, WU Facilities and WU Police will jointly conduct an investigation to determine the source of the alarm.

5. Once the building is believed to be safe and ready for occupancy, the Fire Department will "reset" the alarm; provided, however, that if the Fire Department has not responded to a call because WU Police has confirmed the alarm to be false and notified the Fire Department in accordance with Item 1 above, then WU Facilities will "reset" the alarm.

6. Once the building is believed to be safe and ready for occupancy, the Fire Department will advise WU Police and WU Facilities that the residents or building occupants may return to the building and the Fire Department, assisted by WU Police and WU Facilities, will notify such residents or building occupants that they may return to the building; provided, however, that if the Fire Department has not responded to a call because WU Police has confirmed a False Alarm and notified the Fire Department in accordance with Item 1 above, then WU Police and WU Facilities will notify the residents or building occupants that they may return to the building.

EXHIBIT 2

Form of Washington University Indemnity

[date]

TO:

City Manager
City of Clayton
10 North Bemiston Avenue
Clayton, MO 63105

RE: Liability Notice dated _____, 202____

Dear Sir or Madam:

As you are aware, the City and the University entered into a Second Amended and Restated Fire Prevention, Fire Protection and Ambulance Services Agreement dated as of _____, 2022 (the "Agreement") which sets forth the procedures for inspecting certain Property owned by the University for compliance with the Fire Code, as well as procedures for providing the University with notice of Fire Code violations and an opportunity to correct any violations of the Fire Code as noted by the Fire Marshal.

The Fire Department recently provided the University with a Liability Notice in accordance with Paragraph 6(B) of the Agreement and the University has determined that it will not correct the violation specified in said Liability Notice by the date specified in said Liability Notice.

Accordingly, pursuant to Paragraph 6(C)(ii) of the Agreement, the University hereby provides the following indemnity subject to the terms and conditions set forth herein.

1. Definitions. The capitalized terms herein shall have the meanings as provided in the Agreement.

2. Indemnity. The University agrees to defend, indemnify and hold harmless the City and its officials, officers, agents and employees from and against any and all losses, liabilities, claims or demands (including reasonable attorney fees and the expenses of such attorneys) for damage or injury to persons or property or death arising out of or related to the uncorrected Fire Code violation set forth in the Liability Notice dated _____, 202____, attached hereto and incorporated herein by reference, and/or the City's knowledge of any such uncorrected Fire Code violation and/or the City's inability to enforce corrective action therefor; provided that such losses, liabilities, claims or demands (including reasonable attorney fees and the expenses of such attorneys) are not otherwise due to the negligence of the City or any of its officials, officers, agents or employees.

This Indemnity applies only to the Fire Code violation(s) specified in the attached Liability Notice. This Indemnity is intended to be binding on the University and has been executed as of the above date by an authorized representative of the University.

WASHINGTON UNIVERSITY

By:_____
Name: Shantay N. Bolton
Title: Executive Vice Chancellor and Chief Administrative Officer
Date:

Enclosure(s)

cc: Office of the General Counsel, Washington University (w/enclosure(s))

EXHIBIT 3

Clayton False Alarm Violation Criteria

False Alarm Violation Criteria

The following are criteria for determining if a "False Alarm" shall be classified as a "Violation."

False fire alarm means any activation of a fire alarm system intentionally, by inadvertence, negligence unintentional act or malfunction of the alarm system to which the City of Clayton Fire Department or mutual aid fire company is dispatched when there is no emergency. When this occurs the alarm has been transmitted in "violation" of the City Fire Code.

The following exceptions are provided for violations of the City Ordinance and shall not be considered false fire alarm violations:

1. Alarms caused by acts over which the user has no control, such as windstorm, thunder, lightning or other similar phenomena.

2. Alarms when the system performed as required but no emergency existed. Examples are smoke from burnt food or steam from cooking or cleaning activities.

3. Alarms intentionally caused by a person acting under a reasonable belief that a need exists to summon Fire Department assistance.

4. Alarms when the fire alarm system has been reported "out of service" by the owner or Alarm Company to the Clayton Fire Department or the Fire Department Dispatcher.

By the authority of:

CITY OF CLAYTON

By: Ernie Rhodes
Name: Ernie Rhodes III
Title: Fire Chief
Date:

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

DATE: DECEMBER 13, 2022

SUBJECT: ORDINANCE - AN AGREEMENT WITH ST. LOUIS COUNTY FOR PLACEMENT OF LICENSE PLATE RECOGNITION CAMERAS

Since August of the 2021, the Clayton Police Department has utilized fixed license plate recognition (LPR) cameras to solve and reduce crime. The LPR cameras send real-time alerts to our police officers when a stolen vehicle is detected. The LPR cameras will also notify our officers if a vehicle is associated with a missing person in an AMBER or Silver Alert.

LPR cameras help law enforcement by providing objective evidence needed for investigations. The LPR cameras photograph license plates and vehicle characteristics, not people or faces. Each search of the LPR database requires a justification, and the data is never sold or shared with third parties.

The cameras are used to solve and reduce property and violent crime. They are not intended for traffic or parking violations.

The City of Clayton utilizes Flock Safety LPR cameras. These cameras are currently installed in the City right of way or in areas maintained by private entities. Through analysis of crime reports, the Police Department has determined that installation of an LPR camera on the 6400 block of Clayton Rd, in the County's right of way, would be a strategic location for the prevention and investigation of crimes involving vehicles. Other locations maintained by St. Louis County are currently being evaluated for placement of LPR cameras.

The attached ordinance authorizes the City of Clayton to enter into an agreement with St. Louis County for the installation, operation, and maintenance of license plate recognition cameras within St. Louis County's maintained right of way.

BILL NO. 6931

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT WITH ST. LOUIS COUNTY FOR PLACEMENT OF LICENSE PLATE RECOGNITION CAMERAS.

WHEREAS, the Board of Aldermen believes that placement of license plate recognition camera systems at strategic locations in the City will improve the Police Department's ability to deter and investigate crime and enhance public safety; and

WHEREAS, some of the prime locations where such cameras can be most effective are along roadways owned and maintained by St. Louis County and the County will allow placement of the cameras and associated equipment if the City executes a right of way use agreement as hereinafter provided;

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

Section 1. The Board of Aldermen hereby approves on behalf of the City of Clayton, Missouri, an *Agreement for the Installation, Operations, and Maintenance of License Plate Recognition Cameras Within St. Louis County Maintained Right of Way* in substantial conformity with the terms shown on Exhibit A, attached hereto and incorporated herein by this reference as if set out here in full, together with such changes therein as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager, Police Chief, and other appropriate City officials are hereby authorized to execute such documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Passed by the Board of Aldermen this 13TH day of December 2022.

_____
Mayor

Attest:

_____
City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

TONI SIERING, DIRECTOR OF PARKS AND RECREATION

DATE: DECEMBER 13, 2022

SUB ECT: ORDINANCE – AN AMENDMENT TO THE LEASE BETWEEN THE CITY AND THE CLAYTON EARLY CHILDHOOD CENTER

In 2013, the City of Clayton (City) entered into a lease with the Clayton Early Childhood Center (CECC). As a successor to the original tenant, the CECC Board of Directors and the City were cautious and entered into a relatively short-term (five years) lease which had one renewal option. CECC exercised their option in 2018 thereby extending the lease through December 31, 2022.

Negotiations began in 2021 and a new lease was approved by this Board in January 2022. However, since that time, the CECC board has requested certain amendments to the approved lease. These modifications have been negotiated and reviewed by the City's legal counsel.

Before you tonight is a proposed lease amendment that, if approved, will become effective January 1, 2023, and extend through December 3, 2032. Changes to the approved lease agreement include:

- In Section 2 of the Lease, it will be clarified that the City will not only replace the roof of the building within two years but also will make repairs to the foundation in the area of the playground within two years.
- In Section 3 (iii) ("Use Restrictions"), the last paragraph will be revised by the addition of a new sentence as follows: "The parties acknowledge that Tenant operates a day care and the care of children, by its very nature, may require greater insurance requirements; the parties agree that the child care operation in compliance with this agreement, alone, is not a default of this provision."
- Section 13, is revised to allow for temporary decorations, signage, balloons or banners for special events as long as such temporary items remain for only 30 days prior to the holiday or event and are removed within five days of the holiday or event.
- In Section 21, the holdover rent shall be reduced from 200% to 125%.
- In Section 36 (h), the interest rate on delinquent amounts will be clarified to be the lesser of the highest rate of interest allowed by law or 12%.
- With respect to the Tenant's Right of First Refusal (Section 41), the following sentence will be added: "However, if the price at which Landlord intends to sell the Premises to a third party is less than 95% of the price set forth above, then Landlord shall offer Tenant the right to acquire the Premises at such lower price upon the terms and conditions set forth above."

STAFF RECOMMENDATION: To approve the ordinance approving certain amendments to the lease between the City of Clayton and the Clayton Early Childhood Center for the property located at #1 Oak Knoll Park.

BILL NO. 32

ORDINANCE NO.

AN ORDINANCE APPROVING CERTAIN AMENDMENTS TO THE LEASE BETWEEN THE CITY AND THE CLAYTON EARLY CHILDHOOD CENTER

WHEREAS, the Clayton Early Childhood Center has leased the building known as #1 Oak Knoll Park for the past several years; and

WHEREAS, earlier this year, the Board of Aldermen approved a new Lease to take effect on January 1, 2023, and expire on December 31, 2032; and

WHEREAS, the governing board of the Clayton Early Childhood Center has requested certain amendments to the new Lease.

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

SECTION ONE. The Board of Aldermen hereby approves the following amendments to the Lease (having the term commencing on January 1, 2023, and expiring on December 31, 2032) between the City of Clayton and the Clayton Early Childhood Center pertaining to the building known as #1 Oak Knoll Park in Oak Knoll Park:

1. In Section 2 of the Lease, it will be clarified that the City will not only replace the roof of the building within two years but also will make repairs to the foundation in the area of the playground within two years.

2. In Section 3 (iii) ("Use Restrictions"), the last paragraph will be revised by the addition of a new sentence which is underlined: "Tenant will not use or permit the Premises to be used for any purpose or in any manner that would void Tenant's or Landlord's insurance, increase the insurance risk, or cause the disallowance of any sprinkler credits (if applicable). The parties acknowledge that Tenant operates a day care and the care of children, by its very nature, may require greater insurance requirements; the parties agree that the child care operation in compliance with this agreement, alone, is not a default of this provision. If any increase in the cost of insurance maintained on the Premises by Landlord is caused by Tenant's use or occupation of the Premises, or because Tenant vacates the Premises, then Tenant shall pay the amount of such increase to Landlord upon demand. Tenant shall comply with Landlord's rules and Regulations provided for in Paragraph 30."

3. Section 13 of the Lease currently provides that the City's consent is required for any exterior decorations, lights, flags, signs, and similar items. The Center has requested that they be allowed to install temporary decorations, balloons, signs, etc. for holidays or special events. Section 13 shall be amended by the addition of provisions allowing secular holiday decorations (the secular nature of the decorations shall be determined by the City in its sole discretion) and temporary decorations, signage, balloons or banners for special events as long as such temporary items remain for only 30 days prior to the holiday or event and are removed within five days of the holiday or event. In addition, the decorations and other items should not be affixed to the building and the Tenant shall be responsible for any damage caused by such items.

4. In Section 21, the holdover rent shall be reduced from 200% to 125%.

5. In Section 36 (h), the interest rate on delinquent amounts will be clarified to be the lesser of the highest rate of interest allowed by law or 12%

6. With respect to the Tenant's Right of First Refusal (Section 41), the following sentence will be added: "However, if the price at which Landlord intends to sell the Premises to a third party is less than 95% of the price set forth above, then Landlord shall offer Tenant the right to acquire the Premises at such lower price upon the terms and conditions set forth above."

The Board of Aldermen hereby authorizes the City Manager to execute the necessary documents to amend the Lease.

SECTION TWO. This ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Pa B a A 13TH a D 2022.

_____
Mayor

Attest:

_____
City Clerk

City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER

MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS

DATE: DECEMBER 13, 2022

RE: ORDINANCE - AN INTERGOVERNMENTAL AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. LOUIS FOR ACCESS ALONG FRANCIS PLACE

The City of Clayton was contacted by the Missouri Highways and Transportation Commission (MHTC/MoDOT) regarding the establishment of a permanent access easement across a City-owned parcel to enable access to two 60" water mains running between Francis Place and I-170 in the Clayshire Neighborhood. These water mains are owned and operated by the City of St. Louis (Water Division).

When I-170 was constructed a steep grade and elevation differential was created between the new roadway and the existing water mains, which are located in MoDOT right of way. This area is not traversable by equipment for maintenance and emergency operations. Lack of maintenance or inability to access these water mains during an emergency could have severe negative impacts to adjacent Clayton residents, particularly those along the east side of Francis Place. Maintenance would include the removal of brush and large tree roots to prevent damage to the water mains.

MoDOT evaluated alternative locations for access before approaching the City of Clayton, but other locations would involve partial or whole takings or private residential property. The City of Clayton owns a 10' strip of land between the homes at 646 & 654 Francis Place. Currently, a sidewalk leads from Francis Place to the tunnel under I-170 at this location.

As shown on the attached plan (Exhibit B contained within Exhibit 1), the 5' sidewalk would become a 12' path with a truck turnaround at the east end and an additional streetlight near the tunnel entrance. Three removable bollards would be installed on the west end of the path, at Francis Place, to prevent unauthorized vehicles from accessing the path. The bollards will be spaced so that pedestrian and bicycle traffic could still pass. Construction is planned to be phased so that access to the tunnel is maintained during construction. To construct this path, an easement is required from the property at 646 Francis Place and the fences along both properties required relocation, MoDOT has negotiated with the property owners and both of these items are complete. The agreement would also grant a permanent easement City of St. Louis Water Division and MoDOT on the City-owned parcel. The attachments in Exhibit 2 define the parcels and easements areas.

The attached Exhibit 1 is an agreement identifying that initial construction would be funded by MoDOT. The City of Clayton would fund and be responsible for regular maintenance of the easement area and significant maintenance would be performed by the City of Clayton and funded by a 50/50

split with the City of St. Louis. MoDOT's involvement will be through construction, the agreement will continue between the City of Clayton and City of St. Louis following construction.
The adjacent property owners at 646 & 650 Francis Place have been contacted and notified of this agenda item.

STAFF RECOMMENDATION: To approve the ordinance authorizing the execution of the intergovernmental agreement between the City of Clayton, the Missouri Highways and Transportation Commission, and the City of St. Louis.

BILL NO. 6933

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION AND THE CITY OF ST. LOUIS FOR ACCESS ALONG FRANCIS PLACE

WHEREAS, the Missouri Highways and Transportation Commission and the City of St. Louis desire to execute an intergovernmental agreement allowing for the construction of a path that will allow for access to water mains running between I-170 and Francis Place in Clayton; and

WHEREAS, the Board of Aldermen finds that execution of such an agreement is in the interest of the City of Clayton and its residents to allow for utility access for maintenance and operations.

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 approves and authorizes execution, on behalf of the City of Clayton, an Intergovernmental Agreement between the City, Missouri Highways and Transportation Commission, and the City of St. Louis for construction and future maintenance of an access path in substantial conformity with the agreement attached hereto, including Exhibit 1, and incorporated herein by this reference. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

Section 2.

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

Passed by the Board of Aldermen this 13th day of December 2022.

_____
Mayor

Attest:

_____
City Clerk

Exhibit 1

CCO Form:	DE11	Municipal Agreement
Approved:	04/93 (CEH)	Route: I-170
Revised:	04/20 (BDG)	County: St. Louis
Modified:	11/22 (BDG)	Job No.: 6I2339

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
MUNICIPAL AND MAINTENANCE AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Clayton, Missouri, a municipal corporation (hereinafter, "City") and the City of St. Louis, Missouri, (hereinafter “STL Water”).

WITNESSETH:

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

(1) IMPROVEMENT DESIGNATION: The public improvement designated as Route I-170, St. Louis County, Job No. 6I2339 shall consist of grading, paving and drainage.

(2) IMPROVEMENT WITHIN CITY: The improvement within the City is located as follows:

Along existing pedestrian path that runs between Shaw Park and Francis Place south of Forest Park Parkway. Project extends from just west of I-170 to Francis Place. Length of improvement within City is approximately 145 feet.

(3) EXTENT OF AGREEMENT: This Agreement shall apply only to the portion of the improvement lying within the City limits as they exist on the date this Agreement is executed by the City.

(4) LOCATION: The general location of the public improvement is shown on an attached sketch marked "Exhibit A" and made a part of this Agreement. The detailed location of the improvement is shown on the plans attached in “Exhibit B” and made a part of this Agreement.

(5) EASEMENT: The Easement acquired by the Commission from Craig Thomas Yatsko at 646 Francis Place, Clayton MO 63105, will be transferred via quit claim deed, attached hereto as “Exhibit C” and made a part of this Agreement by reference, to STL Water and the City jointly within 10 days of the execution of this Agreement. The City and STL Water will accept conveyance of this easement.

(6) PURPOSE: It is the intent of this Agreement to outline the parties’

responsibilities with respect to the construction, access and maintenance of those improvements to the State Highway System located within the City limits described in paragraphs (1), (2) and (4) above and designated as Commission Job No. 6I2339.

(7) RIGHT-OF-WAY USE: The City grants the right to use the right-of-way of public roads, streets, alleys and any other property owned by the City as necessary for construction and maintenance of said public improvement.

(8) RIGHT-OF-WAY ACQUISITION: Upon approval of all agreements, plans and specifications by the Commission and the Federal Highway Administration (FHWA), the Commission will file copies of the plans with the city clerk of the City and the county clerk of the county and proceed to acquire at its expense, at no cost or expense to the City, any necessary right-of-way required for the construction of the improvement.

(9) UTILITY RELOCATION: The Commission shall secure the removal, relocation, or adjustment of any public or private utilities necessary to accomplish the work contemplated by this agreement and shall pay any costs incurred therein.

(10) LIGHTING:

(A) The Commission will remove and replace one (1) street light/pole along Francis Place and install one (1) new street light/pole along the pedestrian path just south of the pedestrian tunnel under I-170 and provide conduit between the two (2) lights with a handhole placed in the middle of the conduit run as shown on Exhibit B, attached hereto and made a part of this Agreement. The Commission will reuse the existing light fixture to be placed on a new light pole as provided below.

(B) The City will provide at their expense two (2) street light poles, one (1) light fixture and one (1) handhole to be installed per the paragraph above. The light fixture, light poles and handhole will be available to the Commission upon award of Project No. 6I2339, tentatively scheduled for a May 19, 2023 letting.

(11) DRAINAGE: The Commission will construct drainage facilities along the improvement and may use any existing storm and surface water drainage facilities now in existence in the area. It is understood by and between the parties that the area of the improvement is within the jurisdiction of the St. Louis Metropolitan Sewer District.

(12) PERMITS: The Commission shall secure any necessary approvals or permits from the Surface Transportation Board, the Public Service Commission of Missouri, or any other state or federal regulating authority required to permit the construction of the improvement.

(13) COMMENCEMENT OF WORK: the Commission shall construct the improvement in accordance with final detailed plans approved by the Federal Highway Administration (or as they may be changed from time to time by the Commission with the approval of the FHWA) at such time as federal and state funds are allocated to the public

improvement in an amount sufficient to pay for the federal and state government's proportionate share of construction and The obligation of the Commission toward the actual construction of the public improvement shall be dependent upon the completion of plans in time to obligate federal funds for such construction, upon approval of the plans by the FHWA, upon the award by the Commission of the contract for the construction, and upon the approval of the award by the FHWA.

(14) MAINTENANCE:

(A) Except as provided in this Agreement, upon completion of the public improvement, the City and/or its assigns will maintain all portions of the improvement within the City owned right-of-way and / or permanent easements acquired by the Commission. Upon transfer of any easements to the City and STL Water, the Commission will have no further maintenance duties with respect to the area shown on Exhibit B whatsoever.

(B) The permanent easements acquired for this improvement will be deeded to the City.

(C) The City shall inspect and maintain the pavement and street lights constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said pavement.

(D) City will grant access to STL Water to the area shown on Exhibit B as needed to maintain the waterlines below the surface. Such access and maintenance may include use of heavy equipment and tree clearing as necessary to access the waterlines. STL Water will restore excavated and disturbed areas resultant from its waterlines access in a reasonable manner, which shall include restoring the original grade, and sodding and fertilizing , or paving, disturbed or damaged areas. The City shall provide any further improvements, and routine maintenance.

(E) Surface maintenance including but not limited to crack, pothole and pavement repair / sealing, and mowing / trimming of grass surfaces, weeds and other invasive growth, and maintenance of lighting will continue to be performed by the City at its cost and expense.

(F) The cost of major maintenance, including but not limited to replacement of the pavement, fencing and any drainage facilities, will be shared evenly (50/50) between STL Water and the City. The City will carry out the work and invoice STL Water for its share of the replacement cost. STL Water will not unreasonably withhold its approval and payment.

(15) POLICE POWERS: It is the intent of the parties to this Agreement that the City shall retain its police powers with respect to the regulation of traffic upon the improvement contemplated. However, the City will enact, keep in force, and enforce only

such ordinances relating to traffic movement and parking restrictions as may be approved by the Commission and as are not in conflict with any regulations for federal aid. The Commission shall not arbitrarily withhold approval of reasonable traffic regulations, signs, and markings which will permit the movement of traffic in accordance with accepted traffic regulation practices.

(16) RESTRICTION OF PARKING: Since the improvement is being designed and constructed to accommodate local traffic within a minimum amount of right-of-way, the City shall take whatever actions that are necessary to prevent parking by the public along Francis Place within the limits of the improvement.

(17) FEDERAL HIGHWAY ADMINISTRATION: This Agreement is entered into subject to approval by the Federal Highway Administration, and is further subject to the availability of federal and state funds for this construction.

(18) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City, or any other party herein, to work on an area shown in any part of Exhibit B:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($500,000 per claimant and $4,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(19) AMENDMENTS:

(A) Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment approved and signed by representatives of the parties, each of whom being duly authorized to execute the contract amendment on behalf of each party, respectively.

(B) However, upon the conveyance of the easement from the Commission to the City and STL Water as referenced in paragraph (5) of this Agreement and the Commission's obligations to the easement cease, the Commission will not be a required party to any subsequent amendment to the terms and conditions between the City and STL Water regarding the City's and STL Water's maintenace obligations contained in paragraph (14) of this Agreement.

(20) COMMISSION REPRESENTATIVE: The Commission's St. Louis District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(21) CITY REPRESENTATIVE: The City's City Manager is designated as the City's representative for the purpose of administering the provisions of this Agreement. The City's representative may designate by written notice other persons having the authority to act on behalf of the City in furtherance of the performance of this Agreement.

(22) STL WATER REPRESENTATIVE: The Director of Public Utilities is designated as STL Water's representative for the purpose of administering the provisions of this Agreement. STL Water's representative may designate by written notice other persons having the authority to act on behalf of STL Water in furtherance of the performance of this Agreement.

(23) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:

David Gipson, City Manager
10 N. Bemiston Ave.
Clayton, Missouri 63105
Phone: (314) 290-8469

(B) To STL Water:

Curtis Skouby, Director
1640 S. Kingshighway
St. Louis, MO 63110
Phone: (314) 633-9012

(C) To the Commission:

Tom Blair, District Engineer – St. Louis
1590 Woodlake Dr.
Chesterfield, Missouri 63017
Phone: (314) 453-1801

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(24) ASSIGNMENT: Neither the City nor STL Water shall assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City and STL Water shall comply with all local, state and federal laws and regulations relating to the performance of the contract.

(26) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri. In the event that any such proceedings are only between the City and STL Water, the Circuit Court of St. Louis County, Missouri shall be the venue.

(27) SOLE BENEFICIARY: This Agreement is made for the sole benefit of the parties hereto and nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the Commission and the City and STL Water.

(28) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(29) SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City on_____(DATE).

Executed by STL Water on_____(DATE).

Executed by the Commission on_____(DATE).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION

By: _____

Title: _____

ATTEST:

_____
Secretary to the Commission

APPROVED AS TO FORM:

_____
Commission Counsel

CITY OF CLAYTON, MISSOURI

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Title: _____

Ordinance Number_____

CITY OF ST. LOUIS, MISSOURI

By: _____

Title:_____

APPROVED AS TO FORM:

By:_____

Title:_____

THE COMPTROLLER OF ST. LOUIS:

_____
Comptroller

ATTEST:

_____
Register

Ordinance Number:_____

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
PLANS FOR PROPOSED
STATE HIGHWAY

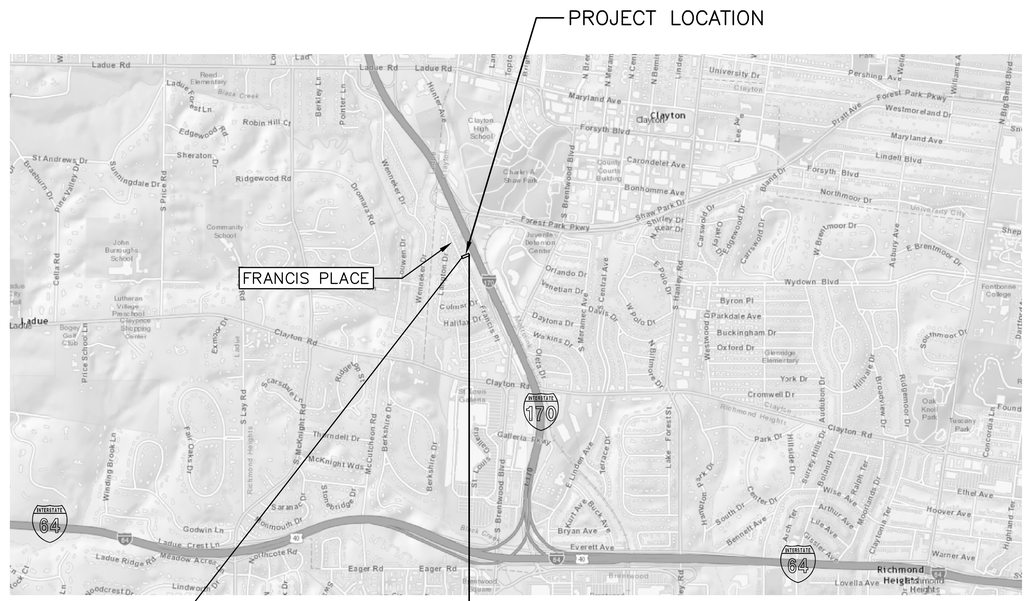
ROUTE I-170 - ACCESS DRIVE
ST. LOUIS COUNTY

DESIGN DESIGNATION

FUNCTIONAL CLASSIFICATION - PEDESTRIAN PATH AND ACCESS DRIVE

NO ADDITIONAL RIGHT-OF-WAY

NOT TO SCALE



CONVENTIONAL SYMBOLS
(USED IN PLANS)

	EXISTING	NEW
BUILDINGS AND STRUCTURES		
GUARD RAIL		
GUARD CABLE		
CONCRETE RIGHT-OF-WAY MARKER		
STEEL RIGHT-OF-WAY MARKER		
LOCATION SURVEY MARKER		
UTILITIES		
FIBER OPTICS	-FO-	FO
OVERHEAD CABLE TV	-OTV-	OTV
UNDERGROUND CABLE TV	-UTV-	UTV
OVERHEAD TELEPHONE	-OT-	OT
UNDERGROUND TELEPHONE	-UT-	UT
OVERHEAD POWER	-OE-	OE
UNDERGROUND POWER	-UE-	UE
SANITARY SEWER	-S-	S
STORM SEWER	-SS-	SS
GAS	-G-	G
WATER	-W-	W
MANHOLE	SAN	
FIRE HYDRANT	HYD	
WATER VALVE	WV	
WATER METER	WM	
DROP INLET	DI	
DITCH BLOCK		
GROUND MOUNTED SIGN	SIGN	
LIGHT POLE		
H-FRAME POWER POLE		
TELEPHONE PEDESTAL	PED	
FENCE		
CHAIN LINK	-V-	
WOVEN WIRE	-X-	
GATE POST		
BENCHMARK	BM	
USE IN PLACE	(UIP)	
REMOVE	(R)	
DO NOT DISTURB	(DND)	
ADJUST TO GRADE	(ATG)	

NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES

INDEX OF SHEETS

STORMWATER MANAGEMENT FUTURE DISTURBANCE NOTE:

PROJECT DISTURBANCE = 0.10 ACRES
PROJECT RUNOFF DIFFERENTIAL = 0.09 CFS

ANY FUTURE LAND DISTURBANCE AND/OR INCREASE IN IMPERVIOUS AREA ON THIS SITE MAY REQUIRE ADDITIONAL STORMWATER MANAGEMENT PER MSD REGULATIONS IN PLACE AT THAT TIME (INCLUDING TOTAL LAND DISTURBANCE AND/OR IMPERVIOUSNESS ADDED TO THIS PLAN).

LENGTH OF PROJECT

BEGINNING OF PROJECT	STA.	0 + 16.44
END OF PROJECT	STA.	1 + 79.13
APPARENT LENGTH		162.69 FEET

EQUATIONS AND EXCEPTIONS:

TOTAL CORRECTIONS	0.00	FEET
NET LENGTH OF PROJECT	162.69	FEET
STATE LENGTH	0.031	MILES

Control:
This project is oriented to grid north derived from GPS observations of Missouri GRS Monument SL-03 using MODOT's RTK GPS Network. Project is in Missouri State Plane Coordinates East zone, NAD 83. Site Benchmark is Missouri GRS Monument SL-03, Elev.=552.49 (NAVD 88).

DISCLAIMER

THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PURSUANT TP SECTION 327. 411 RSMO) SPECIFICATION, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

THE EXISTENCE AND APPROXIMATE LOCATION OF UTILITY FACILITIES KNOWN TO EXIST, AS SHOWN ON THE PLANS, ARE BASED ON THE BEST INFORMATION AVAILABLE TO THE COMMISSION AT THIS TIME. THIS INFORMATION IS PROVIDED BY THE COMMISSION "AS-IS" AND THE COMMISSION EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR SUITABILITY OF THE INFORMATION FOR ANY USE. RELIANCE UPON THIS INFORMATION IS DONE AT THE RISK AND PERIL OF THE USER, AND THE COMMISSION SHALL NOT BE LIABLE FOR ANY DAMAGES THAT MAY ARISE FROM ANY ERROR IN THE INFORMATION. IT IS, THEREFORE, THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE, LOCATION AND STATUS OF ANY FACILITY. SUCH VERIFICATION INCLUDES DIRECT CONTACT WITH THE LISTED UTILITIES.

EXHIBIT A
Municipal Agreement
City of Clayton
Job No. J6I2339

21MSD-00066 19K1

DATE PREPARED 3/11/2021
ROUTE I-170 | STATE MO
DISTRICT SL | SHEET NO. 1
COUNTY ST. LOUIS
JOB NO. J6I2339
CONTRACT ID.
PROJECT NO.
BRIDGE NO.

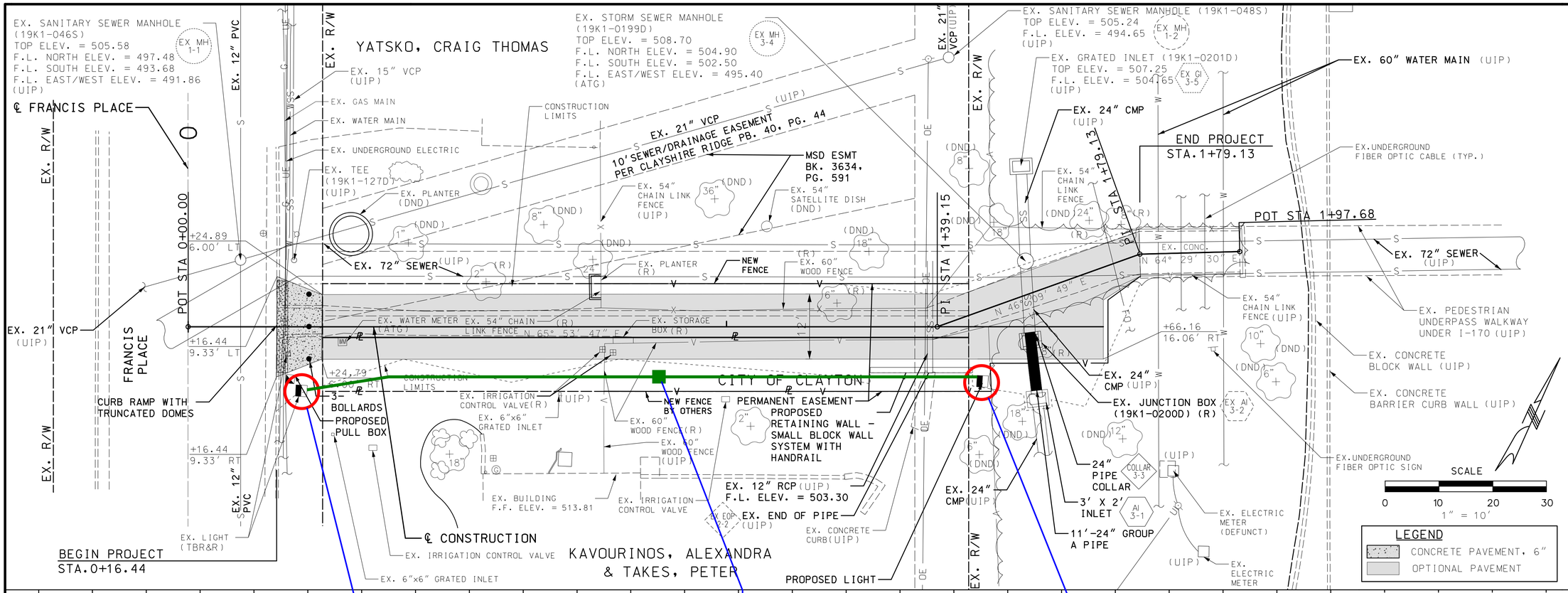
DATE	DESCRIPTION

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ACCESS ENGINEERING, LLC
11820 TESSON FERRY ROAD
SUITE 203
ST. LOUIS, MO 63128
(314) 849-8445
CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

TITLE SHEET

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



Install hand hole (supplied by City) for future maintenance.

Light 1: Reuse existing fixture. City to provide new pole.

Light 2: City to provide new pole & fixture.

EXHIBIT B

Municipal Agreement
City of Clayton
Job No. J6I2339

DATE PREPARED	3/11/2021
ROUTE	I-170
STATE	MO
DISTRICT	SL
SHEET NO.	4
COUNTY	ST. LOUIS
JOB NO.	J6I2339
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DESCRIPTION

DATE

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ACCESS ENGINEERING, LLC
11820 TESSON FERRY ROAD
SUITE 203
ST. LOUIS, MO 63128
(314) 849-8445
CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

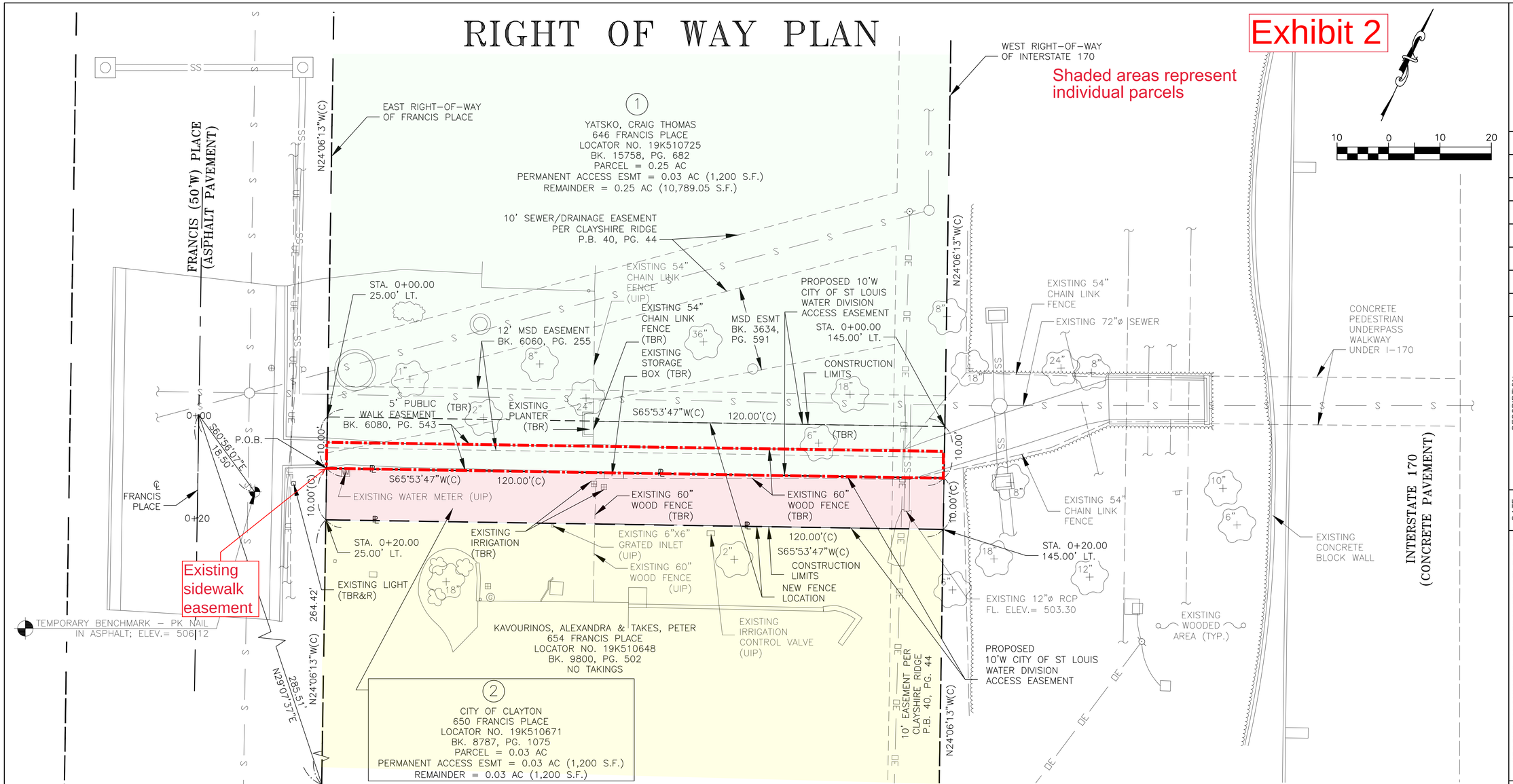
PLAN & PROFILE SHEET

21MSD-00066 19K1

RIGHT OF WAY PLAN

Exhibit 2

Shaded areas represent individual parcels



FOUND IRON PIPE AT THE NORTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN DEED BOOK 21630, PAGE 697, BEING ALL OF LOT 37 AND PART OF LOT 36 OF THE CLAYSHIRE RIDGE SUBDIVISION IN PLAT BOOK 40, PAGE 44 OF THE ST. LOUIS COUNTY RECORDS

NOTES:

1. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
2. TEMPORARY BENCHMARK IS A PK NAIL IN ASPHALT LOCATED ON THE EAST SIDE OF FRANCIS PLACE IN FRONT OF #650 FRANCIS PLACE, ELEV.= 506.12. SITE BENCHMARK IS MISSOURI GRS MONUMENT SL-03, ELEV.= 552.49 (NAVD 88).
3. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. LOCATION, RELOCATION AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
4. TOPOGRAPHIC INFORMATION AS SHOWN HEREON PER FIELD WORK PERFORMED BY J.W.B. & K.M.W. OF COCHRAN, DATED SEPTEMBER 2016.
5. THIS PROJECT IS ORIENTED TO GRID NORTH DERIVED FROM GPS OBSERVATIONS OF MISSOURI GRS MONUMENT SL-03 USING MODOT'S RTK GPS NETWORK. PROJECT IS IN MISSOURI STATE PLANE COORDINATES EAST ZONE, NAD 83.
6. THIS SITE LIES WITHIN "ZONE X", AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER FEMA FLOOD INSURANCE RATE MAP NUMBER 29189C0213K, EFFECTIVE DATE FEBRUARY 4, 2015.

LEGEND

PROPERTY LINE		EXISTING UTILITY POLE		EXISTING GAS VALVE	
EXISTING RIGHT-OF-WAY		EXISTING SANITARY SEWER	S	EXISTING FIRE HYDRANT	
EXISTING AERIAL ELECTRIC	OE	EXISTING WATER MAIN		EXISTING SIGN	
PROPOSED FENCE		EXISTING GAS MAIN		EXISTING FENCE	X
		EXISTING STORM SEWER	SS	EXISTING LIGHT	
		EXISTING UNDERGROUND TELEPHONE	UT	EXISTING BUSH	
		EXISTING FIBER OPTIC CABLE		EXISTING TREE	
		EXISTING UNDERGROUND ELECTRIC	UE	EXISTING UTILITY (TERMINUS UNKNOWN)	
		EXISTING WATER VALVE		TO BE REMOVED	(TBR)
		EXISTING WATER METER	WM	TO BE REMOVED AND REPLACED	(TBR&R)
				USE IN PLACE	(UIP)

21MSD-00066 19K1

"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED	
1/21/21	
ROUTE	STATE
I-170	MO
DISTRICT	SHEET NO.
SL	5
COUNTY	
ST. LOUIS	
JOB NO.	
J6I2339	
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

DESCRIPTION	DATE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

ACCESS ENGINEERING, LLC
11820 TESSON FERRY ROAD
SUITE 203
ST. LOUIS, MO 63128
(314) 849-9445
CIVIL ENGINEERING
ENGINEERING CERTIFICATE OF AUTHORITY #2000172588

RIGHT-OF-WAY PLAN
SHEET 1 OF 1

Exhibit 2

Shaded areas represent individual parcels

EX. SANITARY SEWER MANHOLE (19K1-046S)
TOP ELEV. = 505.58
F.L. NORTH ELEV. = 497.48
F.L. SOUTH ELEV. = 493.68
F.L. EAST/WEST ELEV. = 491.86 (UIP)

EX. STORM SEWER MANHOLE (19K1-0199D)
TOP ELEV. = 508.70
F.L. NORTH ELEV. = 504.90
F.L. SOUTH ELEV. = 502.50
F.L. EAST/WEST ELEV. = 495.40 (ATG)

EX. SANITARY SEWER MANHOLE (19K1-048S)
TOP ELEV. = 505.24
F.L. ELEV. = 494.65 (UIP)

EX. GRATED INLET (19K1-0201D)
TOP ELEV. = 507.25
F.L. ELEV. = 504.65 (UIP)

YATSKO, CRAIG THOMAS

KAVOURINOS, ALEXANDRA & TAKES, PETER

CITY OF CLAYTON

℄ FRANCIS PLACE

POT STA 0+00.00

BEGIN PROJECT STA.0+16.44

END PROJECT STA.1+79.13

POT STA 1+97.68

STA 1+39.15

EX. 21" VCP (UIP)

EX. 12" PVC

EX. R/W

FRANCIS PLACE

EX. 15" VCP (UIP)

EX. GAS MAIN

EX. WATER MAIN

EX. UNDERGROUND ELECTRIC

EX. TEE (19K1-127D) (UIP)

EX. PLANTER (DND)

CONSTRUCTION LIMITS

EX. 21" VCP

10' SEWER/DRAINAGE EASEMENT PER CLAYSHIRE RIDGE PB. 40, PG. 44

MSD ESMT BK. 3634, PG. 591

EX. 54" CHAIN LINK FENCE (UIP)

EX. 54" SATELLITE DISH (DND)

EX. 72" SEWER (UIP)

EX. PLANTER (R)

NEW FENCE

EX. 60" WOOD FENCE

EX. WATER METER

EX. 54" CHAIN LINK FENCE

EX. STORAGE BOX (R)

CURB RAMP WITH TRUNCATED DOMES

Existing sidewalk easement

Proposed access easement

BOLLARDS

PROPOSED PULL BOX

EX. IRRIGATION CONTROL VALVE(R)

EX. 6"x6" GRATED INLET

EX. 60" WOOD FENCE(R)

EX. 60" WOOD FENCE (UIP)

NEW FENCE BY OTHERS

PERMANENT EASEMENT

PROPOSED RETAINING WALL - SMALL BLOCK WALL SYSTEM WITH HANDRAIL

EX. BUILDING F.F. ELEV. = 513.81

EX. IRRIGATION CONTROL VALVE

EX. 12" RCP (UIP)
F.L. ELEV. = 503.30

EX. END OF PIPE (UIP)

EX. CONCRETE CURB(UIP)

℄ CONSTRUCTION

EX. IRRIGATION CONTROL VALVE

EX. 6"x6" GRATED INLET

PROPOSED LIGHT

EX. 60" WATER MAIN (UIP)

EX. 24" CMP (UIP)

EX. 54" CHAIN LINK FENCE

EX. CONC.

EX. 54" CHAIN LINK FENCE (UIP)

EX. 24" CMP (UIP)

EX. JUNCTION BOX (19K1-0200D) (R)

24" PIPE COLLAR

3' X 2' INLET

11'-24" GROUP A PIPE

EX. 24" CMP (UIP)

EX. ELECTRIC METER (DEFUNCT)

EX. ELECTRIC METER

EX. UNDERGROUND FIBER OPTIC CABLE (TYP.)

EX. 72" SEWER (UIP)

EX. PEDESTRIAN UNDERPASS WALKWAY UNDER I-170 (UIP)

EX. CONCRETE BLOCK WALL (UIP)

EX. CONCRETE BARRIER CURB WALL (UIP)

EX. UNDERGROUND FIBER OPTIC SIGN

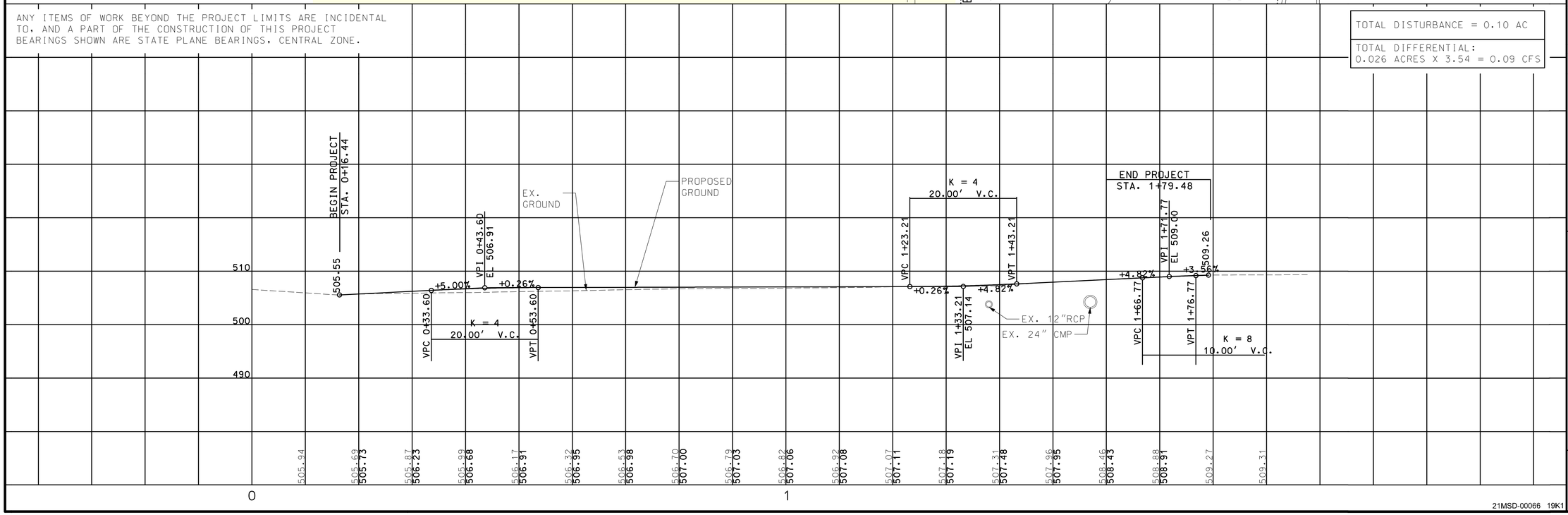
SCALE
0 10 20 30
1" = 10'

LEGEND
CONCRETE PAVEMENT, 6"
OPTIONAL PAVEMENT

ANY ITEMS OF WORK BEYOND THE PROJECT LIMITS ARE INCIDENTAL TO, AND A PART OF THE CONSTRUCTION OF THIS PROJECT
BEARINGS SHOWN ARE STATE PLANE BEARINGS, CENTRAL ZONE.

TOTAL DISTURBANCE = 0.10 AC

TOTAL DIFFERENTIAL:
0.026 ACRES X 3.54 = 0.09 CFS



21MSD-00066 19K1

DATE PREPARED	3/11/2021
ROUTE	I-170
STATE	MO
DISTRICT	SL
SHEET NO.	4
COUNTY	ST. LOUIS
JOB NO.	J6I2339
CONTRACT ID.	
PROJECT NO.	
BRIDGE NO.	

DESCRIPTION

DATE

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PLAN & PROFILE SHEET