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

JOINT BOARD OF ALDERMEN and CLAYTON COMMUNITY FOUNDATION MEETING

6:00 P.M.

**TUESDAY, DECEMBER 19, 2023
CITY HALL COUNCIL CHAMBERS, 2ND FL
CLAYTON, MO 63105**

1. Presentation by the Clayton Community Foundation (CCF)

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 19, 2023 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE**

ROLL CALL

PUBLIC REQUESTS & PETITION

PUBLIC HEARING

1. Ordinance – A Rezoning and a Planned Unit Development for 111 and 121 S. Meramec Avenue. (Bill No. 7001)
2. Ordinance – A Subdivision Plat for 111 and 121 S. Meramec Avenue. (Bill No. 7002)

CONSENT AGENDA

1. Minutes – November 28, 2023
2. Motion – Disposal of records per the Missouri Secretary of State General Records Retention Schedule.

CITY MANAGER REPORT

1. Ordinance – Vacating a portion of a public alley related to the development project at 111 and 121 S. Meramec Avenue. (Bill No. 7003)
2. Ordinance – Amendment to Chapter 350, Article II – Construction Parking Requirements. (Bill No. 7004)
3. Ordinance - A Use and Maintenance agreement between the St. Louis County Library District and the City of Clayton for the right-of-way adjacent to Remembrance Park. (Bill No. 7005)
4. Ordinance - A Use and Maintenance agreement between The Gathering and the City of Clayton for the right-of-way adjacent to Remembrance Park. (Bill No. 7006)
5. Resolution – License Plate Recognition Services Contract with Flock Group Inc. (Res. No. 2023-36)

ADJOURNMENT

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



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

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

DATE: DECEMBER 19, 2023

SUBJECT: ORDINANCES – REZONING, A PLANNED UNIT DEVELOPMENT & A MAJOR SUBDIVISION PLAT FOR 111 & 121 SOUTH MERAMEC AVENUE.

BACKGROUND

This request is for a Public Hearing for review and consideration of the rezoning and related Planned Unit Development for a proposed mixed-use development. The rezoning, Planned Unit Development, and Subdivision Plat are being addressed together in this report, though the plat and the land use elements entail separate ordinances on the Board’s agenda. The project received Architectural Review Board approval and the Plan Commission recommended approval of the Site Plan, Subdivision Plat, Rezoning and Development Plan on November 20, 2023.

The 42,800 square foot site includes two parcels located at the northwest corner of the intersection between North Meramec Avenue and Bonhomme Avenue. The properties have a zoning designation of HDC High Density Commercial. The southern property, 121 South Meramec Avenue, contains an 11-story office building previously occupied by St. Louis County government and often referred to as the World Trade building or 7-Up building. The northern property, 111 South Meramec Avenue, is currently vacant. Adjacent land uses include residential, office, retail, and government.

PROJECT DESCRIPTION

The project consists of the partial demolition and renovation of the existing structure, partial vacation of an east-west alley, the rezoning of the site to PUD, the consolidation of the two lots, and the construction of a mixed-use commercial development on the site. The proposed development measures 21 stories and a total height of approximately 244 feet. The structure would contain 298 apartment units, 2,000 square feet of retail/restaurant spaces, 158 on-site parking spaces. Under a separate, previously approved lease, the development also has the right to 200 dedicated parking spaces in the adjacent City owned garage.

Access to one level of the on-site parking garage and to the adjacent parking garage is provided from Bonhomme Avenue. Access to the second level of the on-site parking garage and the loading

areas is provided from the alley to the west of the building. There is no internal circulation between the on-site parking levels proposed. Pedestrian connections to the adjacent parking garage are proposed at two levels. Pedestrian access to the residential and commercial spaces are proposed along South Meramec Avenue. City standard streetscape will be installed along the project limits on Bonhomme Avenue and South Meramec Avenue.

PUD ANALYSIS

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

The project is located at a prominent intersection in Downtown Clayton. With the addition of the proposed 298 units, there will be around 800 residential units within one block of this intersection. This will become the densest residential area of Downtown, which creates a concentration of people to support commercial uses in addition to the office user activity in the area. Staff are of the opinion that this is a prime opportunity for active commercial uses along the ground floor. During Conceptual Review, the Plan Commission also expressed a desire for additional commercial uses on the site. The applicant has proposed activation of the existing raised plaza with the location of the residential amenities in this area. The proposed design may result in the desired appearance of activity but is centered on private uses rather than public uses that would generate foot traffic and visits at a major intersection. In discussions with the developers, they have stated a shared goal for a commercial tenant that will add to the liveliness and creative environment they are seeking to create with the residential development. While an exceptional commercial tenant and private uses may result in activity and would certainly be better than the existing vacant conditions, once the development is finished it is not likely to expand the commercial uses. With only one commercial tenant space available for lease, the operation and characteristics of the tenant are important to make up for the reduced quantity. Staff are of the opinion that occupancy of the commercial tenant space should be a priority and should be achieved within six months of when occupancy permits are issued for the residential portion of the development.

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

TABLE 1: REQUIRED CODE ALTERNATIVES				
DEVELOPMENT STANDARD	REQUIREMENT	PROPOSED	WAIVER REQUIRED	POINTS
Required for all PUD projects				10

405.3290	Residential units minimum 750 square feet	Units less than 750 square feet	Yes	5
405.1390.A.4.I	Minimum parking determined by parking demand study – 375 spaces	358 parking spaces	Yes	5
405.3190	Maximum floor area ratio of 3.0	FAR of 9.2	Yes	5
405.3200	Front setback 10 feet	0 feet	Yes	5
TOTAL POINTS REQUIRED				30

PUD POINTS & PUBLIC BENEFITS

A PUD must provide public benefits to the surrounding neighborhoods and to the City above and beyond what can be reasonably achieved by application of the zoning provisions of the original zoning district. The Board of Aldermen may approve alternatives to the zoning regulations, subdivision regulations, or design standards applicable to the property proposed to be rezoned to a PUD in exchange for developer provided public benefits, as authorized in Section 405.1380.

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

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

Table 2: Review of Proposed Public Benefits, on the following pages, outlines the public benefits identified by the applicant and staff. Staff analysis of the proposed benefits is included in *Table 2* along with a recommended point value. While each PUD in the City is different and should be reviewed individually, there should also be some level of consistency in how similar features are reviewed and scored. Features or elements of new projects that are similar to previous projects may be valued differently as the individual project, site, conditions, community, and goals may change. As part of the analysis of the proposed project and benefits, staff reviewed how other PUD projects were scored in addition to the specific context of this project and City goals. The Plan Commission voted to recommend the staff point analysis to the Board of Aldermen, totaling 37 public benefit points.

TABLE 2: REVIEW OF PROPOSED PUBLIC BENEFITS

CODE SECTION	CODE STANDARD	POSSIBLE PTS SCALE	APPLICANT'S PUBLIC BENEFIT DESCRIPTION	REQUESTED PTS	PC PTS	STAFF ANALYSIS
405.1380(B)(1)	Constructing buildings exhibiting architectural distinction and significance that would make the development unique.	0-5	Merging the existing office building with the new tower provides contextual scale and a distinctive appearance by unifying the 5-story base of the framed precast office building with the new 21-story tower.	5	4	The applicant is proposing to repurpose a vacant structure in addition to construction of the adjacent tower. The proposal is a creative re-use of a long vacant structure that will reduce demolition and waste impacts. The proposed building creates interest and distinction with the use of varying precast and window openings, high quality materials, and a combination of plantings and artwork to avoid blank walls. While shape of the skyline is linear and consistent with the overall design, the location of an artwork showcase will create a unique skyline element.
405.1380(B)(2)	Projects which provide or enhance public open space, public parks, and public park or trail access.	0-5	Retaining the existing plaza to create project amenity space and reducing the existing office building to 5 levels enhances the corner site's volumetric open space. The pedestrian and public experience will be enhanced well beyond its current condition. This will be accomplished by providing direct public access to the pocket park on the front plaza, adding benches, and developing terraced mini parks along Bonhomme.	2	2	The proposal includes a pocket park between the tower and amenity deck, adjacent to the entrance. The area includes landscape, seating, and an art installation with direct connection to the sidewalk. The proposed design creates an area similar to the space around the corner, in front of Clayton on the Park and will provide a public gathering space. While not for the public, the proposal also includes a dog run area that is likely to have benefits for the adjacent public spaces by providing a dedicated space for residents to take dogs for exercise and relief resulting in less potential use of streetscape and right-of-way areas for this purpose.
405.1380(B)(3)	Provision of new or enhanced public infrastructure, greater than the minimum code requirements, including, but not limited to, the establishment of on-site common areas (exclusive of yards as defined herein), streets, curbs, sidewalks, sanitary sewers, stormwater sewers, landscape buffers, lighting.	0-2 per enhancement	Eliminating electrical vault space along Bonhomme and converting this area into terraced mini parks will enhance the public experience. The vacation of the underused alley will eliminate curb cuts that interrupt the pedestrian walking experience.	2	2	The proposal includes removing curb cuts along Bonhomme Avenue and South Meramec Avenue which will improve the pedestrian experience and increase street parking. The landscape along the property line will screen the existing raised building podium and create a more pedestrian friendly environment.
405.1380(B)(4)	Greater housing density with enhanced design standards where appropriate and which results in more affordable housing and ensures that community character is maintained.	0-5	Greater housing density and more diversity will be created in accordance with the master plan. At least six affordable units will be available for lease.			Points allocated under Section 405.1380.B.16
405.1380(B)(5) (a — h)	Sustainable Building Design and Construction.	0-1 per standard	Efficient heating and cooling systems: State-of-the-art heating and cooling systems will be installed. This includes a chilled water ice storage system for air conditioning.	2	1	Different methods will be deployed for the various systems and use areas to maximize the efficiency of mechanical equipment.
			Appropriate building siting	1	1	The orientation and location of the structure supports goals of the City and LEED guidelines.
			Re-used or recycled building materials	1	1	Two of the main building materials for the structure, concrete and steel, will incorporate recycled components.
			Use of renewable resources for construction materials	1	1	A priority of material selection for the developer is incorporation of renewable and recyclable materials including interior finishes with bamboo and wool.
			Inclusion of publicly accessible vehicle charging stations			Points allocated under Section 405.1380.B.16
			The development will comply with LEED silver requirements			Points allocated under Section 405.1380.B.16
405.1380(B)(8)	Inclusion of a below grade public parking facility located underneath the proposed development.	0-10	Converting existing offices and common area space on P1 to dedicated below-grade parking.	2	0	Staff feels that the points awarded under Section 405.1380.B.10 cover the below grade parking proposed for the development.
405.1380(B)(10)	Inclusion of a below grade parking facility which meets the parking requirements for the development.	0-5	Existing below-grade parking beneath 121 South Meramec will be modernized to accommodate 133 parking spots. An additional 25 below-grade parking spots will be built beneath the new tower.	2	2	The applicant is reusing part of an existing parking structure and an additional 25 new below-grade spaces will be constructed along with an additional loading dock area. The two lowest levels of below grade parking in the existing structure are not being used and will be closed off from access.

TABLE 2: REVIEW OF PROPOSED PUBLIC BENEFITS

CODE SECTION	CODE STANDARD	POSSIBLE PTS SCALE	APPLICANT'S PUBLIC BENEFIT DESCRIPTION	REQUESTED PTS	PC PTS	STAFF ANALYSIS
405.1380(B)(12)	A significant form of public art in any media that has been planned and executed with the intention of being staged on private property, outside and which is accessible to the public.	0-5	The Shaw will have an art feature on its west-facing façade that will be 20 floors up. Additionally, an art canopy will anchor the corner of Bonhomme and Meramec. Both pieces will be shared with the Public Art Advisory Committee. the creation of sky art that will showcase artwork from the St. Louis Art Museum (SLAM).	5	3	The applicant is proposing multiple pieces of artwork for the development. The proposed artwork is integrated into the design of the building with a street level canopy and a skyline level showcase point. This is a unique way to incorporate artwork that will also be highly visible. The applicant has engaged the St. Louis Art Museum in preliminary talks about a partnership for the skyline showcase piece. The partnership has not been finalized yet. Staff are of the opinion that the unique art opportunities created by this design and partnerships could rise to the level of additional points if the partnership with SLAM is solidified.
405.1380(B)(16)	Any other public benefit which is determined by the Board of Aldermen to meet the purpose and objectives set forth in Section 405.1360.	Determined by BOA	Installation of 10 EV chargers and capacity for additional 10 chargers in future. Stations will be available to residents and visitors.	3	4	Provision of EV charging stations above the minimum requirement for single points under Section 405.1380.B.5.h.
			Building to LEED Gold standards and achieving certification.	3	4	Achieving LEED Gold certification goes above the minimum standard to design per LEED Silver. Staff are of the opinion that the additional level plus agreeing to the certification process goes further to achieve the sustainability goals of the City and recommends awarding additional points.
			Inclusion of 6 affordable units at 80 percent AMI.	12	12	The density of units and proximity of the development to public transit makes the project an ideal location for inclusion of affordable units. Staff recommends that the maximum qualifying income (QI) should equal 80 percent of the St. Louis County area median income (AMI) and that total annual rent for affordable units should not exceed 30 percent of the maximum qualifying income. Rent = (0.3xQI)/12 and QI=0.8(AM
			Total	43	37	Minimum of 30 Required

CRITERIA FOR APPROVAL

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

Downtown Master Plan

- 1) *The proposed development is in harmony with general purposes and intent of Chapter 405 of the Municipal Code and is compatible with and implements the planning goals and objectives of the City as set forth in the City's Master Plans:*

The site is located in the Central Station District as identified in the Downtown Master Plan. The Downtown Master Plan states that the vision for this area is to create a walkable, high-density mixed-use district with significant new office development and high-density multi-family rental residential infill oriented around the Clayton MetroLink Transit Station. The plan recommends consolidating underutilized sites, improvements to streetscape and pedestrian connections, and creation of a small park at Bonhomme Avenue and South Meramec Avenue. The proposed design incorporates goals from the Central Station District with the inclusion of a public plaza, a high-density multi-family building, and improvements to the pedestrian experience. Staff are of the opinion that the proposal meets goals identified in the Downtown Master Plan.

Compatibility

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

The proposed uses are compatible with surrounding land uses, which include office, residential, commercial, and government. The project is located at a major intersection in Downtown. This is an ideal location for smaller-scale commercial and retail space along the ground floor. By reusing the lower levels of the existing building, redevelopment of the southeastern corner of the site is difficult. The applicant has designed the residential amenities in this area with the goal of more regular activity on the raised plaza. New commercial space is proposed on the northern end of the development to provide mid-block activation.

The proposed development includes reducing the height of the existing building to five stories and constructing an attached 21-story tower. By shifting the tower to the northern portion of the site, the building will capitalize on views around adjacent towers and move the height further from the pedestrian realm. The tower will be located close to the existing two-story buildings north of the site and will likely increase the shadow effect directly on the adjacent buildings. The applicant is continuing to evaluate the building for energy, design, and construction efficiency. Preliminary analysis has concluded that a more efficient design may be to further decrease the height of the existing building to three stories and increase the height of the tower to 23-stories. The applicant has requested that the PUD documents allow for flexibility in the height to achieve the most efficient design. Within one block, there are four other towers measuring at least 20-stories in height. Within two blocks, there are eight towers at least 20-stories in height. After evaluating the context of the site, staff are of the opinion that shifting the height of the two buildings will result in

a similar appearance and feel of the development. Staff are of the opinion that the height of the development should be allowed to increase so long as the overall number of units does not increase, and the parking ratio provided does not decrease.

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

Mechanical equipment will be located on the roof of the tower with metal panel screening.

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

Trash removal will be facilitated via the loading dock on the adjacent alley.

Stormwater, Open Space, and Landscaping

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

The existing site coverage is 67 percent impervious material and is proposed to be increased to 96 percent impervious. The northern property, 111 South Meramec Avenue, was previously developed with a multi-story office building that occupied the entire site. The building was demolished in 2015. The proposed runoff would increase to 4.79 CFS. The proposed plan has been reviewed by staff and submitted to MSD.

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

The proposed development is designed to take advantage of the slope from South Meramec Avenue down to the west. At grade pedestrian access is provided along the east side of the development. Vehicle access is provided to partially below grade levels from the west. The site does not have many mature trees other than those located at the intersection of Bonhomme Avenue and South Meramec Avenue. These trees will be removed and replaced with new landscaping of evergreen and deciduous trees including new street trees.

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

The development proposes streetscape enhancements, private outdoor amenities, and publicly accessible outdoor spaces. The right-of-way along both streets will be updated to include the modern Downtown standard streetscape. Terraced planters are proposed along Bonhomme Avenue to soften the exposed garage level created as the grade changes. A small planter is proposed along South Meramec Avenue to soften the exposed garage level. The planting area

along South Meramec Avenue will be narrower than the existing area, however, street trees will be located along the curb line to enhance the pedestrian environment.

Outdoor amenities spaces have become an important part of apartment complexes in recent years. Private outdoor amenities are provided on the first level plaza including a pool, outdoor grilling and dining area, multiple seating areas, a sport court, and a dog run. These amenities will not be open to the public, but many are directly adjacent to the public realm and will be visible.

Public open space is provided with a small pocket park located in the middle of the site, adjacent to the main entrance to the residential use. The pocket park includes trees and landscape along with some passive seating. The commercial space will be accessed directly from the right-of-way at the northern end of the site. This is also where the ramp providing ADA access to the main residential entry and plaza is located. Staff are of the opinion that an appropriate amount of open space is proposed.

Driveways, Sidewalks, Curbs and Gutters

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

The developer has stated they intend to comply with all City standards and specifications regarding the construction of adjacent streetscapes. The City standard Downtown streetscape would be installed on both South Meramec Avenue and Bonhomme Avenue. All streetscape plans shall be approved by the Public Works Department prior to installation activities, including the placement and selection of street trees and streetlights.

Utilities

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

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

Lighting

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

Exterior lighting is proposed for the outdoor amenities and for the sky art. Other architectural lighting has not been proposed at this time. Should architectural lighting be added to the plan in the future, a lighting plan and photometric plan would be required in compliance with Section 405.360 Outdoor Lighting Standards.

External Circulation

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

The City's contracted traffic engineer completed a Traffic Impact Study (TIS) for the proposed development. The proposed development should generate similar levels of traffic to the existing

mix of uses and should have limited net impacts on adjacent public streets and intersections. The TIS suggests review of minor signal adjustments but does not conclude major impacts to traffic flow.

The proposed Subdivision Plat includes widening the north-south alley along the western project boundary to 24 feet wide. The widened alley will meet City standards to support the access and movement of larger vehicles providing trash and back of house services to the property and adjacent properties. The increased width near the intersection of the north-south and east-west alleys is also of greater importance with the partial closure of the east-west alley. Vacation of the eastern portion of the east-west alley will also impact access to the current loading dock areas of the City owned garage adjacent to the project. The City requests that an access easement through the subject property is established for the loading area.

Internal Circulation

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

Access to one level of the garage is provided from Bonhomme Avenue. This existing access point will be the only one for level P1 of the garage and internal connections between garage levels for vehicles will be removed. Access to level P2 of the garage and the loading areas will be provided via the alleys to the west of the site. Vehicle access points are located so as to reduce potential conflicts with pedestrians.

Parking, Bicycle Racks, and Traffic Circulation

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

The development provides pedestrian access for all uses directly from the public sidewalk. Internal and external circulation is designed to support safe and convenient movements of vehicles and pedestrians.

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

A Parking Study was conducted by the City's contracted traffic engineer to determine a comfortable parking requirement for the proposed development. The parking study recommended a minimum of 375 parking spaces, 17 spaces more than proposed. The applicant is requesting approval of a reduced parking requirement through the PUD process. The applicant has cited the location of public parking near the development to provide overflow if needed. The proposed development is connected to the City owned parking garage on Bonhomme Avenue. Through an established agreement, the development is leasing 200 spaces in the garage. The garage does have additional public spaces available in the garage that visitors and the public could pay to use. In addition, the St. Louis County garage is located one block south of the site and provides public parking. The additional 17 spaces recommended by the parking study are to support better function and flow of the parking areas as people come and go and look for spaces. Staff are of the opinion that the requested number provides the minimum parking necessary to support the development and that the availability of other public parking in the immediate area would likely support any additional capacity.

The applicant is proposing to install 10 EV charging stations and wire capacity for an additional 10 stations for future installation. These charging stations will be available to residents and visitors.

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

The proposed parking will be located in a garage. The majority of the garage parking on the site is underground. By repurposing the existing building and garage, the applicant is also constricted by the existing elevations and access points. The exposed wall of the garage is most visible as grade drops along Bonhomme Avenue. Planters are proposed to screen and soften the exposed garage walls along with architectural panels. Staff are of the opinion that the design of the site meets the intent of the code.

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

Per Section 405.3670(B)(1), one bicycle rack is required per 3,000 square feet of retail and one bicycle rack is required per 20 dwelling units. Based on the configuration of uses, the PUD requires approximately 16 bicycle racks. The plan proposes a bicycle storage room inside of the garage for residents in addition to six racks on Bonhomme Avenue and two racks at the pocket park for visitors and public use. Staff are of the opinion that the proposed design conforms to the bicycle parking requirements.

Design and Layout

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

The PUD process allows for the necessary flexibility to support a design that meets the goals of the Downtown Master Plan. The proposed project is compatible with surrounding developments in terms of intensity of land use and by providing a mix of uses and density in the Downtown core. The building rises to 21-stories in height along the northern portion of the site, comparable to other towers in the Central Business District. The height is reduced to five stories on the southern portion of the site.

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

The proposed development builds off of the existing orientation of the building and plaza. The main entrances are oriented towards South Meramec Avenue. The new tower will be shifted closer to the street than the existing tower and will fall roughly between the front walls of the two existing buildings to the north.

Buffering

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

Surrounding land uses are similar in nature and scale, with commercial and residential uses on all sides. The existing buildings surrounding the site are smaller in scale, however, the combination of proposed uses provides opportunity for street activation at a prominent Downtown corner. Screen walls, landscape, and an art canopy are proposed to provide some separation and privacy for the residential amenity plaza.

Other Applicable Codes and Ordinances

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

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

Points

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

See analysis above. Staff are of the opinion that the proposed PUD has incorporated enough public benefits.

Public Welfare

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

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

CONCLUSION

The proposed project will provide a desired mixed-use development at a prominent corner in Downtown. The development aligns with the vision of the Downtown Master Plan and includes a variety of uses that will help generate visitors and pedestrian traffic throughout the day. The development is providing several public benefits outlined in Table 2. Staff are of the opinion that the proposed plan conforms to the requirements of a PUD and provides an appropriate number of public benefits.

STAFF RECOMMENDATION

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

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

BILL NO. 7001

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE REZONING OF CERTAIN PROPERTY LOCATED AT 111 & 121 SOUTH MERAMEC AVENUE TO A PLANNED UNIT DEVELOPMENT DISTRICT TO BE KNOWN AS THE SHAW PLANNED UNIT DISTRICT; PROVIDING FOR THE CHANGE IN THE ZONING MAP OF THE CITY OF CLAYTON, MISSOURI; APPROVING A PLANNED UNIT DEVELOPMENT FOR THE SUBJECT PROPERTY; AND OTHER ACTIONS RELATED THERETO

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

WHEREAS, on September 22, 2023, a request for the rezoning of assembled property known as 111 and 121 South Meramec Avenue and a portion of vacated alley (collectively, the “Site”) from HDC High Density Commercial District to a Planned Unit Development District was received from Michael Knight of Clayton City Ventures, LLC, (the “Developer”); and

WHEREAS, The Developer submitted an application for approval of a mixed-use planned unit development plan on September 22, 2023, which was revised on October 20, 2023, (the “Development Plan”) for use of the Site for development of a mixed-use structure. The structure will contain a mix of uses consisting of retail, multi-family residential, and parking. The mixed-use structure contains approximately three-hundred and ninety-thousand seven-hundred and forty-one square-feet (390,741) of gross floor area, including 298 apartments, 2,000 square-feet of retail, 158 on-site parking spaces. The development also has the right to use 200 dedicated parking spaces in the adjacent City of Clayton garage located to the west of the Site. A separate delivery and loading area are also provided on Site; and

WHEREAS, on November 20, 2023, the Plan Commission recommended that the proposed rezoning and Development Plan be approved by the Board of Aldermen; and

WHEREAS, after notice required by law and ordinance, a Public Hearing was held before the Board of Aldermen of the City of Clayton on December 19, 2023, to consider the request and recommendation; and

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

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

Section 1. The zoning classification of the property located at 111 and 121 South Meramec Avenue, more fully described in Exhibit A, attached hereto and incorporated herein by reference, is hereby changed from HDC High Density Commercial District to a Planned Unit Development District.

Section 2. The zoning map described in Chapter 405, Section 405.060, “Zoning Map”, of the

Code of Ordinances of the City of Clayton is hereby revised to be consistent with the rezoning approved in Section 1 of this Ordinance.

Section 3. Findings and Development Plan Approval

The Development Plan dated October 20, 2023, Exhibit B attached hereto and incorporated herein by reference and made part of this Ordinance, as submitted by the Developer, and the Planned Unit Development Document, Exhibit C attached hereto and incorporated herein by reference, are hereby approved, this Board having found and determined that the Development, as set forth in the aforesaid Development Plan and Document, furthers the following objectives as specified in Section 405.1400:

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

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

Table 1: Public Benefits Points

Code Section	Public Benefit	Pts	Comments
405.1380(B)(1)	Architectural Distinction and Significance	4	The applicant is proposing to repurpose a vacant structure in addition to construction of the adjacent tower. The proposal is a creative re-use of a long vacant structure that will reduce demolition and waste impacts. The proposed building creates interest and distinction with the use of varying precast and window openings, high quality materials, and a combination of plantings and artwork to avoid blank walls. While shape of the skyline is linear and consistent with the overall design, the location of an artwork showcase will create a unique skyline element.
405.1380(B)(2)	Public Open Space	2	The proposal includes a pocket park between the tower and amenity deck, adjacent to the entrance. The area includes landscape, seating, and an art installation with direct connection to the sidewalk. While not for the public, the proposal also includes a dog run area that is likely to have benefits for the adjacent public spaces by providing a dedicated space for residents to take dogs for exercise and relief resulting in less potential use of streetscape and right-of-way areas for this purpose.
405.1380(B)(3)	Public Infrastructure	2	The proposal includes removing curb cuts along Bonhomme Avenue and South Meramec Avenue which will improve the pedestrian experience and increase street parking. The landscape along the property line will screen the existing raised building podium and create a more pedestrian friendly environment.
405.1380(B)(5)(a-h)	Sustainable Building Design and Construction	1	Efficient HVAC Systems: The mechanical systems will meet or exceed LEED Silver requirements including use of a heating and cooling system with chilled ice water storage
		1	Appropriate building siting: orientation per LEED guidelines.
		1	Re-used or recycled materials: concrete and steel primary construction materials incorporate recycled components.
		1	Renewable resources: priority of material selection including bamboo and wool for interior finishes.
405.1380(B)(10)	Below Grade Parking	2	The developer is re-using levels of the structure for parking located mostly below grade.
405.1380(B)(12)	Public Art	3	Provision of public art to include at minimum one focal point installation at the building skyline and a focal point art canopy at street level or equivalent as determined by the Board of Aldermen and reviewed by Public Art Advisory Committee.
405.1380(B)(16)	Affordable Housing	12	Developer commits to assure that a minimum of six (6) housing units are permanently available for residents having a qualifying income not exceeding eighty percent of the St. Louis County area median income as determined by the Department of Housing and Urban Development from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income. Deemed above minimum points under Section 405.1380(B)(4).
	Sustainability and EV	4	Provision of ten EV charging stations, above the minimum requirement for single points under Section 405.1380(B)(5)(h). In addition, the applicant will provide infrastructure and capacity for ten more EV charging stations.
		4	Design and certify the building at LEED Gold.

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

Section 5. Implementation

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

Section 6. Effective Date

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

Adopted this ____ day of _____ 2023.

Mayor

ATTEST:

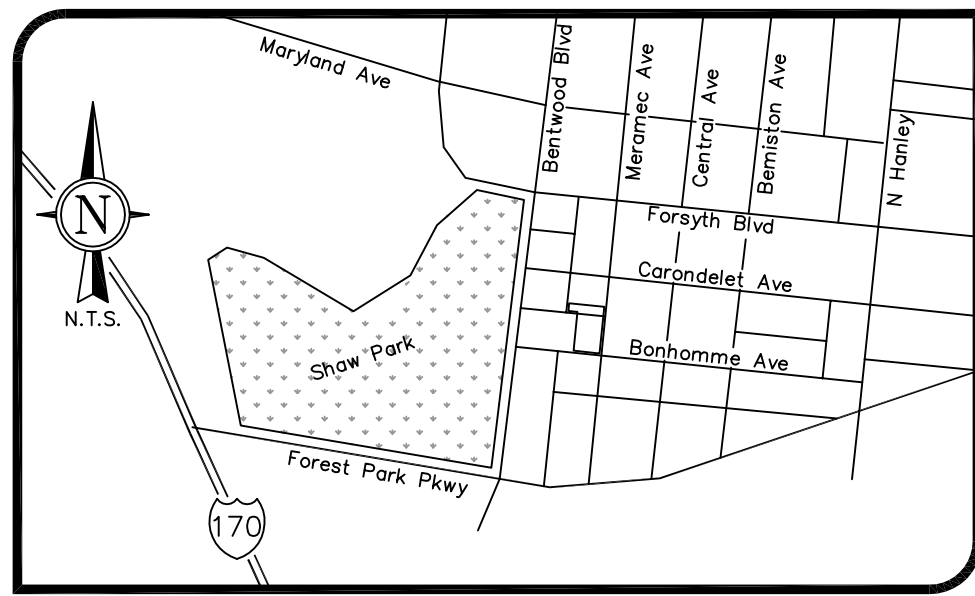
City Clerk

Exhibit A Legal Description

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being all of vacated East-West Alley, 20 feet wide, all of Lot A of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, and all of Lots 7 and 8 in said Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the North right-of-way line of Bonhomme Avenue, 80 feet wide, and the West right-of-way line of South Meramec Avenue, 80 feet wide, said intersection being the Southeast corner of Block 2 of said Town of Clayton subdivision, and also being the Southeast corner of A Subdivision of the School Lot of Block 2 of the Town Of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, from said intersection a found anchor bears South 83 degrees 53 minutes 55 seconds East, a distance of 7.95 feet, and from said intersection a found anchor bears South 06 degrees 11 minutes 08 seconds West, a distance of 14.06 feet; thence along said North right-of-way line of Bonhomme Avenue, North 83 degrees 53 minutes 55 seconds West, a distance of 129.09 feet to the Southeast corner of Lot B of said Subdivision of the School Lot of Block 2 of the Town Of Clayton, from which a found anchor bears South 06 degrees 07 minutes 20 seconds West, a distance of 9.96 feet; thence along the East line of said Lot B, North 06 degrees 07 minutes 20 seconds East, a distance of 190.09 feet to the Northeast corner of said Lot B, said Northeast corner being on the South right-of-way line of an East-West Alley, 20 feet wide; thence along the North line of said Lot B, North 83 degrees 53 minutes 55 seconds West, a distance of 60.75 feet; thence leaving said North line of Lot B, North 06 degrees 06 minutes 05 seconds East, a distance of 20.00 feet to the intersection of the East right-of-way line of a North-South Alley, 20 feet wide, and the North right-of-way line of said East-West Alley, said intersection also being the Southwest corner of Lot 7 of Block 2 of said Town Of Clayton; thence along the East right-of-way line of said North-South Alley, North 06 degrees 11 minutes 08 seconds East, a distance of 75.99 feet to the Southwest corner of Lot 9 of said Subdivision of the School Lot of Block 2 of the Town Of Clayton; thence along the South line of said Lot 9, South 83 degrees 53 minutes 55 seconds East, a distance of 190.05 feet to said West right-of-way line of South Meramec Avenue; thence along said West right-of-way line, South 06 degrees 11 minutes 08 seconds West, a distance of 286.08 feet to the point of beginning.

Containing 0.983 Acres (42,800 Square Feet), by Crimes Consulting, Inc., LS-343-D. Dated August 2023.



THE 121 - CLAYTON, MO

A CONSOLIDATION PLAT

PART OF TOWN OF CLAYTON PLAT (P.B. 1 Pg. 6)
 PART OF THE SCHOOL LOT OF BLOCK 2
 OF THE TOWN OF CLAYTON (P.B. 346, Pg. 301)
 U.S. SURVEY 1918
 TOWNSHIP 45 NORTH, RANGE 6 EAST
 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

--- Property Boundary Description ---

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being all of vacated East-West Alley, 20 feet wide, as filed for record in Plat Book _____ Page _____ of the land records of said St. Louis County, Missouri, all of Lot A of a Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, and all of Lots 7 and 8 in said Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the North right-of-way line of Bonhomme Avenue, 80 feet wide, and the West right-of-way line of South Meramec Avenue, 80 feet wide, said intersection being the Southeast corner of Block 2 of said Town of Clayton subdivision, and also being the Southeast corner of a Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, from said intersection a found anchor bears South 83 degrees 53 minutes 55 seconds East, a distance of 7.95 feet, and from said intersection a found anchor bears South 06 degrees 11 minutes 08 seconds West, a distance of 14.06 feet; thence along said North right-of-way line of Bonhomme Avenue, North 83 degrees 53 minutes 55 seconds West, a distance of 129.09 feet to the Southeast corner of Lot B of said Subdivision of the School Lot of Block 2 of the Town of Clayton, from which a found anchor bears South 06 degrees 07 minutes 20 seconds West, a distance of 9.96 feet; thence along the East line of said Lot B, North 06 degrees 07 minutes 20 seconds East, a distance of 190.09 feet to the Northeast corner of said Lot B, said Northeast corner being on the South right-of-way line of an East-West Alley, 20 feet wide; thence along the North line of said Lot B, North 83 degrees 53 minutes 55 seconds West, a distance of 60.75 feet; thence leaving said North line of Lot B, North 06 degrees 06 minutes 05 seconds East, a distance of 20.00 feet to the intersection of the East right-of-way line of a North-South Alley, 20 feet wide, and the North right-of-way line of said East-West Alley, said intersection also being the Southwest corner of Lot 7 of Block 2 of said Town of Clayton; thence along the East right-of-way line of said North-South Alley, North 06 degrees 11 minutes 08 seconds East, a distance of 75.99 feet to the Southwest corner of Lot 9 of said Subdivision of the School Lot of Block 2 of the Town of Clayton; thence along the South line of said Lot 9, South 83 degrees 53 minutes 55 seconds East, a distance of 190.05 feet to said West right-of-way line of South Meramec Avenue; thence along said West right-of-way line, South 06 degrees 11 minutes 08 seconds West, a distance of 286.08 feet to the point of beginning.

Containing 0.983 Acres (42,800 Square Feet), by Grimes Consulting, Inc., LS-343-D. Dated August 2023.

--- Owner's Certification ---

We the undersigned owner(s) of land hereupon platted and further described in the foregoing description, have caused these lots to be consolidated in land area in the manner shown on this plat, which boundary adjustment shall hereafter be known as the "THE 121 - CLAYTON, MO A CONSOLIDATION PLAT"

Utility Easement(s) as shown hereon hatched are hereby dedicated to Ameren Missouri Electric, AT&T, Charter Communications, Extenet Systems LLC, Missouri American Water Company, Spire Missouri East, MCI Verizon, and St. Louis Metropolitan Sewer, their successors and assigns as their interests may appear, for the purpose of constructing, maintaining, and repairing of public utilities, sewers and stormwater facilities, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned utilities, sewers, and stormwater facilities. All recipients of said easements may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid utilities, sewers or stormwater facilities, together with the obligation to restore damage done in connection therewith, and may assign its right to the State, County, or other political subdivisions of the State.

Right-of-way dedication (0.009 acres) as shown hereon hatched is hereby dedicated to the City of Clayton for public right-of-way use forever.

The building lines shown hereon are hereby established. This subdivision is subject to the conditions and restrictions contained in an instrument filed for record in Book _____ Page _____, in the land records of St. Louis County, Missouri.

In witness whereof, I have herewith set my hand this _____ day of _____, 2023.

Clayton City Ventures, LLC
 A Limited Liability Company

Print Name, Title

State of Missouri)
)SS.
 County of St. Louis)

On this _____ day of _____, 2023 before me did appear Michael Knight who being by me duly sworn did say that he is the manager of Clayton City Ventures, LLC, a limited liability company in the State of Missouri and that said instrument was signed on behalf of said company and that said _____ acknowledged said instrument to be the free act and deed of said company.
 In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

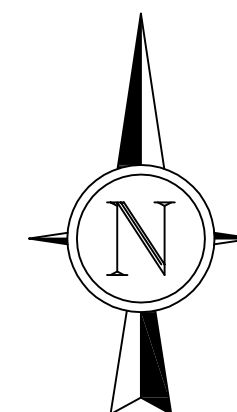
My commission expires: _____

--- City's Certification ---

I, June Frazier, City Clerk of the City of Clayton, Missouri, do hereby certify this consolidation plat was reviewed and approved by the City of Clayton in accordance with Ordinance No. _____

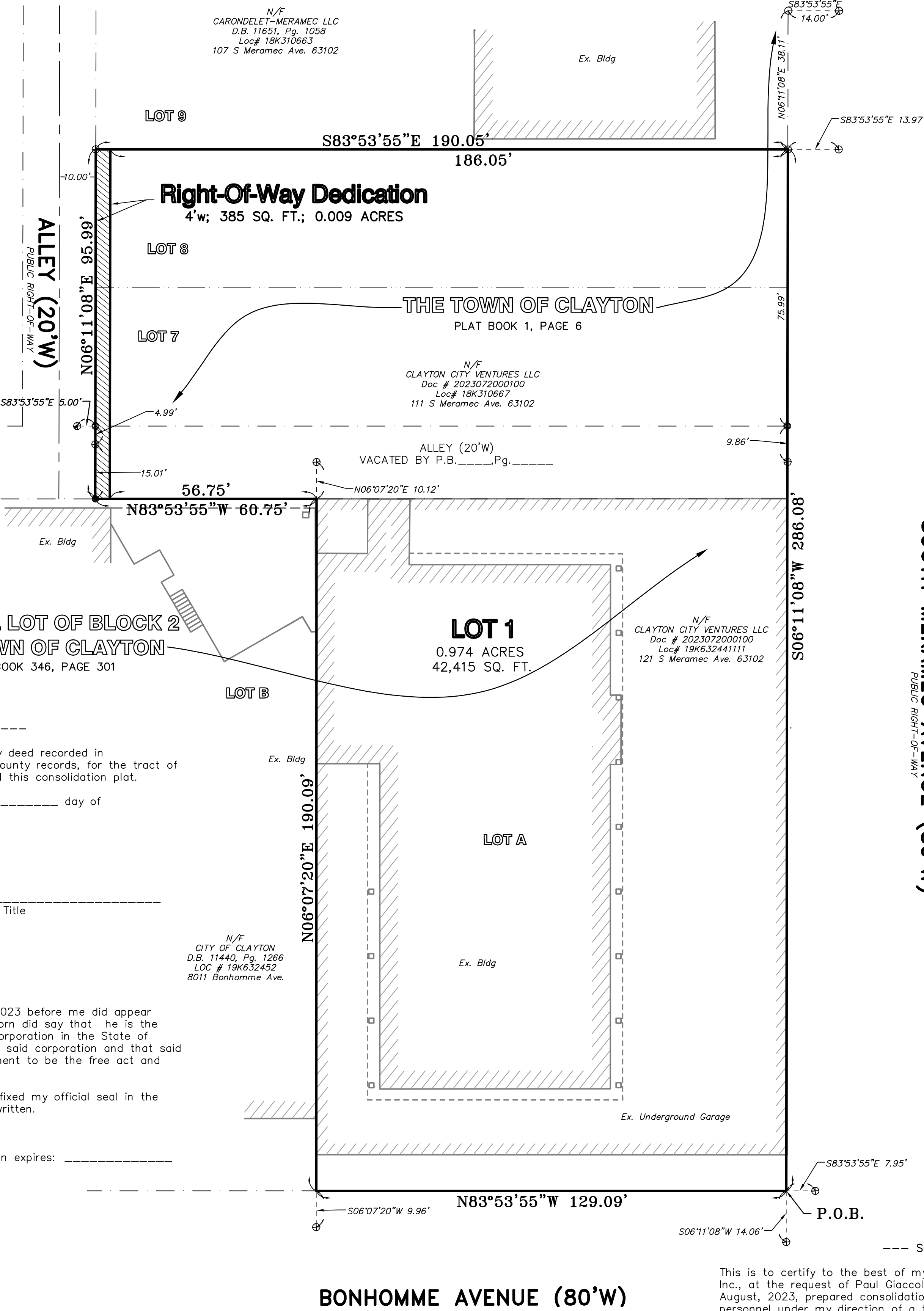
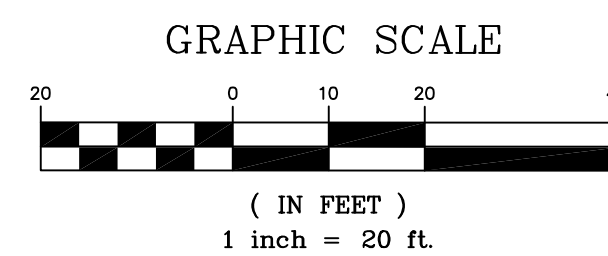
June Frazier
 City Clerk
 City of Clayton, Missouri

PREPARED FOR:
 K & G Group, LLC
 CONTACT: Paul Giacometto
 1627 Main Street
 Kansas City, Missouri 64108
 E: paulgiacometto@yahoo.com



BASIS OF BEARING

MISSOURI STATE PLANE
 GRID NORTH FROM GPS
 TIES TO MODOT GLOBAL
 NAVIGATION SATELLITE
 REAL-TIME NETWORK



BONHOMME AVENUE (80'W)

--- Surveyor's Certification ---

This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Paul Giacometto of K & G Group, LLC, during the month of August, 2023, prepared consolidation plat, based on field information obtained from field personnel under my direction of a tract of land being part of U.S. Survey 1918, Township 45 North, Range 6 East, City of Clayton, St. Louis County, Missouri.

I declare that under my supervision and to the best of my professional judgment that this survey and the results shown hereon are made in accordance with the current Standards For Property Boundary Surveys for Urban Class Property as set forth by the Missouri Department Of Agriculture, Land Survey Program, and rules promulgated by The Missouri Board For Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 30, 2017.

IN WITNESS WHEREOF, we hereto set our firm name at our office in St. Louis County, Missouri this 14 day of November, 2023.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
 MISSOURI PROFESSIONAL LAND SURVEYOR

ABBREVIATIONS

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
P.B.	PLAT BOOK
Pg.	PAGE
w/	WITH
(TYP.)	TYPICAL
P.O.B.	POINT OF BEGINNING
CONC.	CONCRETE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE
CPP	CORRUGATED PLASTIC PIPE
C-LINK	CHAIN LINK
W-IRON	WROUGHT IRON
PCZ	PER CURRENT ZONING
PM	PER UTILITY MAP
(xx)	RECORD BEARING AND/OR DISTANCE
[xx]	TITLE COMMITMENT EXCEPTION NUMBER

LEGEND

- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊕ FOUND CUT CROSS
- ⊙ FOUND COTTON PICKER SPINDLE
- ⊞ FOUND RAILROAD SPIKE
- ⊞ FOUND CONCRETE MONUMENT
- FOUND STONE
- ⊗ FOUND R.O.W. MARKER
- ⊙ FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED



GRIMES CONSULTING, INC.
 12300 OLD TESSON RD.
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 FAX: (314) 849-6010
 www.grimesconsulting.com
 PE COAF E-1470-D
 PLS COAF LS-343-D

REV. NO.	DATE	REMARKS
1	11-14-2023	City comments.

THE 121 - CLAYTON, MO
 A CONSOLIDATION PLAT
 121 S. MERAMEC AVE., CLAYTON, MISSOURI

SHEET TITLE
 A CONSOLIDATION PLAT

JOB NUMBER:	4001
DRAWN BY:	TSS
DATE:	08/28/23
CHECKED BY:	RCS
DATE:	08/30/23
SHEET:	

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**THE SHAW
A
PLANNED UNIT DEVELOPMENT (PUD)**

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

DATE REVIEWED BY PLAN COMMISSION **November 20, 2023**

DATE APPROVED BY BOARD OF ALDERMEN _____

ORDINANCE NUMBER _____

LIST OF SECTIONS

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

SECTION A PERMITTED AND ACCESSORY USES

Consistency Statement:

The property is located in the Central Station District as identified in the Downtown Clayton Master Plan. The vision of the Central Station District is to “create a walkable, high-density mixed-use district with significant new office development and high-density multi-family rental residential infill oriented around the Clayton MetroLink Transit Station.” The proposed uses include retail and high density residential. The design will contribute to a walkable environment, consistent with the Downtown Master Plan.

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

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

- A. Principal Uses and structures:
 - 1. Pursuant to Section 405.3290 of the City of Clayton Zoning Code, all uses identified as Permitted Uses by right or by Conditional Use Permit for the “HDC” District in effect at the time of building permit application, listed on pages 3 and 4.
- B. Permitted Accessory Buildings or Uses:
 - 1. Any subordinate building or use customarily incidental to and located on the same lot occupied by the main building or use, subordinate in area, extent and purposes to the main building, limited to and contributing to the comfort, convenience or necessity of the occupants of the main building.

Permitted Uses Identified in the PUD Plans as Residential:

- A. Principal Uses and structures:
 - 1. 298 Dwelling Units
- B. Permitted Accessory Buildings or Uses:
 - 1. Any subordinate building or use customarily incidental to and located on the same lot occupied by the main building or use, subordinate in area, extent and purposes to the main building, limited to and contributing to the comfort, convenience or necessity of the occupants of the main building.

PERMITTED USES FOR THE "HDC" ZONING DISTRICT	
Academy (including dancing, painting, theater, karate and similar disciplines).	C
Accessory uses and buildings incidental to permitted uses.	P
Amateur radio, home antennas and associated equipment (subject to Article XXVI).	P
Art gallery or studio.	P
Automobile agencies.	C
Bakeries limited to the processing of bakery goods for sale only on the premises and consumption off the premises.	P
Banks, savings and loans, credit unions and other financial institutions.	P
Banquet facilities.	C

PERMITTED USES FOR THE "HDC" ZONING DISTRICT	
Car wash establishments.	C
Catering establishment.	C
Church spires, belfries, monuments, ornamental towers and spires and chimneys exceeding the maximum height in the zoning district may be erected to such height authorized by the Board of Aldermen of the City by conditional use permit or general ordinance.	C
Commercial antennas.	P
Day care, nursery, pre-kindergarten, play and special schools and kindergarten.	C
Drive-through establishments for financial institutions.	C
Facilities (subject to Article XXVII).	P
Funeral homes, mortuaries and undertaking establishments.	C
Gasoline and oil service stations.	C
Grocery stores.	C
Health clubs.	C
Hospital.	C
Hotel.	C
Institution.	C
Kiosk (subject to the provisions of Article II, Section 405.310).	P
Lodge hall or club.	C
Marijuana cultivation facility entirely within an enclosed building (subject to performance standards set forth in Section 405.350).	C
Marijuana dispensary facility (subject to the performance standards set forth in Section 405.350).	C
Marijuana-infused products manufacturing facility (subject to performance standards set forth in Section 405.350).	C
Marijuana testing facility (subject to the performance standards set forth in Section 405.350).	C
Medical or dental clinic.	P
Messenger or telegraph service station and telephone exchange building.	P
Microbreweries.	C
Mixed use buildings including the use of a portion of the building for residential occupancy providing that each residential unit contain a floor area no less than 750 square feet.	C
Nursing and convalescent home.	C
Package liquor store.	C
Offices — Business or professional.	P
Paintless dent removal (automotive).	C
Personal care services.	P
Parking lots and multi-level parking structures.	P
Pharmacies.	P
Place of religious worship.	P
Public buildings erected or used by any department of the City, County, State or Federal Government.	C
Public interest signs.	C
Radio and broadcast stations.	C
Recreation building or structure or grounds.	P
Restaurants, including carry-out, self-seating, full-service, and wine bars (subject to the cumulative numeric limitation on wine bars found in Section 600.035 of this Code of Ordinances), and prepared food dispensing uses.	C
Retail establishments.	P
Schools for business, professional and technical training, but not including outdoor areas for driving or heavy equipment training.	C
Solar energy systems, building-mounted (subject to the provisions of Article XXVIII).	P
Solar energy systems, ground-mounted (subject to the provisions of Article XXVIII).	C
Theaters, both live performance and movies.	C
Utility, utility station or substation.	C
Veterinary Hospital/Clinic	C
Wind energy systems, building-mounted (subject to the provisions of Article XXVIII).	C
P = Permitted by right, C = Permitted with conditional use permit, Note: Uses not appearing in this table are prohibited.	

SECTION B DEVELOPMENT STANDARDS

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

Development Standard	Requirement
Height (maximum)	375 feet from average grade to top of flat roof or 25 stories
Setback (rear)	0 feet
Setback (front) South Meramec Avenue	0 feet
Setback (front) Bonhomme Avenue	9.9 feet
Setback (side)	0 feet
Parking Minimum (automobile)	158 spaces on-site, 200 spaces off-site
Loading (minimum)	1 space
Parking (bicycle)	16 racks including a secure indoor room for residents and 8 exterior racks for public
Commercial Space	2,000 square feet of retail/personal care service
Residential Units	298 dwelling units

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

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being all of vacated East-West Alley, 20 feet wide, all of Lot A of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, and all of Lots 7 and 8 in said Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the North right-of-way line of Bonhomme Avenue, 80 feet wide, and the West right-of-way line of South Meramec Avenue, 80 feet wide, said intersection being the Southeast corner of Block 2 of said Town of Clayton subdivision, and also being the Southeast corner of A Subdivision of the School Lot of Block 2 of the Town Of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, from said intersection a found anchor bears South 83 degrees 53 minutes 55 seconds East, a distance of 7.95 feet, and from said intersection a found anchor bears South 06 degrees 11 minutes 08 seconds West, a distance of 14.06 feet; thence along said North right-of-way line of Bonhomme Avenue, North 83 degrees 53 minutes 55 seconds West, a distance of 129.09 feet to the Southeast corner of Lot B of said Subdivision of the School Lot of Block 2 of the Town Of Clayton, from which a found anchor bears South 06 degrees 07 minutes 20 seconds West, a distance of 9.96 feet; thence along the East line of said Lot B, North 06 degrees 07 minutes 20 seconds East, a distance of 190.09 feet to the Northeast corner of said Lot B, said Northeast corner being on the South right-of-way line of an East-West Alley, 20 feet wide; thence along the North line of said Lot B, North 83 degrees 53 minutes 55 seconds West, a distance of 60.75 feet; thence leaving said North line of Lot B, North 06 degrees 06 minutes 05 seconds East, a distance of 20.00 feet to the intersection of the East right-of-way line of a North-South Alley, 20 feet wide, and the North right-of-way line of said East-West Alley, said intersection also being the Southwest corner of Lot 7 of Block 2 of said Town Of Clayton; thence along the East right-of-way line of said North-South Alley, North 06 degrees 11 minutes 08 seconds East, a distance of 75.99 feet to the Southwest corner of Lot 9 of said Subdivision of the School Lot of Block 2 of the Town Of Clayton; thence along the South line of said Lot 9, South 83 degrees 53 minutes 55 seconds East, a distance of 190.05 feet to said West right-of-way line of South Meramec Avenue; thence along said West right-of-way line, South 06 degrees 11 minutes 08 seconds West, a distance of 286.08 feet to the point of beginning.

Containing 0.983 Acres (42,800 Square Feet), by Grimes Consulting, Inc., LS-343-D. Dated August 2023.

SECTION D PUBLIC BENEFITS

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

Code Section	Public Benefit	Pts	Comments
405.1380(B)(1)	Architectural Distinction and Significance	4	The applicant is proposing to repurpose a vacant structure in addition to construction of the adjacent tower. The proposal is a creative re-use of a long vacant structure that will reduce demolition and waste impacts. The proposed building creates interest and distinction with the use of varying precast and window openings, high quality materials, and a combination of plantings and artwork to avoid blank walls. While shape of the skyline is linear and consistent with the overall design, the location of an artwork showcase will create a unique skyline element.
405.1380(B)(2)	Public Open Space	2	The proposal includes a pocket park between the tower and amenity deck, adjacent to the entrance. The area includes landscape, seating, and an art installation with direct connection to the sidewalk. While not for the public, the proposal also includes a dog run area that is likely to have benefits for the adjacent public spaces by providing a dedicated space for residents to take dogs for exercise and relief resulting in less potential use of streetscape and right-of-way areas for this purpose.
405.1380(B)(3)	Public Infrastructure	2	The proposal includes removing curb cuts along Bonhomme Avenue and South Meramec Avenue which will improve the pedestrian experience and increase street parking. The landscape along the property line will screen the existing raised building podium and create a more pedestrian friendly environment.
405.1380(B)(5)(a-h)	Sustainable Building Design and Construction	1	Efficient HVAC Systems: The mechanical systems will meet or exceed LEED Silver requirements including use of a heating and cooling system with chilled ice water storage
		1	Appropriate building siting: orientation per LEED guidelines.
		1	Re-used or recycled materials: concrete and steel primary construction materials incorporate recycled components.
		1	Renewable resources: priority of material selection including bamboo and wool for interior finishes.
405.1380(B)(10)	Below Grade Parking	2	The developer is re-using levels of the structure for parking located mostly below grade.
405.1380(B)(12)	Public Art	3	Provision of public art to include at minimum one focal point installation at the building skyline and a focal point art canopy at street level or equivalent as determined by the Board of Aldermen and reviewed by Public Art Advisory Committee.
405.1380(B)(16)	Affordable Housing	12	Developer commits to assure that a minimum of six (6) housing units are permanently available for residents having a qualifying income not exceeding eighty percent of the St. Louis County area median income as determined by the Department of Housing and Urban Development from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income. Deemed above minimum points under Section 405.1380(B)(4).
	Sustainability and EV	4	Provision of ten EV charging stations, above the minimum requirement for single points under Section 405.1380(B)(5)(h). In addition, the applicant will provide infrastructure and capacity for ten more EV charging stations.
		4	Design and certify the building at LEED Gold.

SECTION E DEVELOPMENT COMMITMENTS

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

1. TRANSPORTATION/PUBLIC WORKS

- A. The developer shall secure and maintain access to 200 off-site parking spaces within 1,000 feet of the site for use by residents, visitors, and/or employees of the development.
- B. A minimum of eight publicly accessible bicycle racks shall be located on or directly adjacent to the development.
- C. A final streetscape plan shall be reviewed and approved by the Public Works Department prior to commencing installation activities.
- D. Impacts of sidewalk closures and temporary pedestrian path requirements shall be evaluated by Public Works prior to issuing a Demolition Permit and again prior to issuing a Building Permit.
- E. The developer shall cover the costs for minor signal adjustments to address forecasted level of service conditions per the Traffic Impact Study completed by the City's contracted traffic engineer. Signal adjustments and costs shall be coordinated with the Public Works Department.

2. PLANNING/ZONING

- A. The public terrace with seating and plantings shall be maintained for the life of the development.
- B. All signage shall comply with Chapter 425. Signage, unless a separate sign district specifically for this project is developed and approved by the Architectural Review Board.
- C. Lighting facilities shall comply with applicable City codes and shall be arranged in a manner which will protect roadways and neighboring properties from direct glare or other interference.
- D. Public art on the property shall include at a minimum a sky art piece and an art canopy as depicted on sheet A6-00 of the PUD Development Plan. A specific plan and rendering of the public art shall be submitted to the Public Art Advisory Committee and the Board of Aldermen for approval. In the event such artwork does not merit three points and the applicant does not make timely changes, the PUD development plan shall be reconsidered by the Board of Aldermen.
- E. A minimum of six housing units shall be permanently available for residents having a maximum income not exceeding eighty percent of the local (St. Louis County) area median income (80% AMI) as determined by the Department of Housing and Urban Development, updated from time to time. Total annual rent of said units shall not exceed thirty percent of the maximum qualifying income.
- F. Increasing the height of the northern tower from the 21 stories depicted in the PUD Development Plan up to 25 stories shall be considered a minor adjustment per Section 405.1940(A)(1) so long as the total number of residential dwelling units does not increase, and the approved parking ratio is not decreased.

- G. Occupancy of the commercial tenant space shall be achieved within six months of approval of residential occupancy for the development. The City Manager may approve a one-time extension of this deadline for a maximum of four months.

4. MISCELLANEOUS

- A. Issuance of a development permit by the City does not in any way create any rights on the part of the applicant to obtain a permit from a local, state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicants fails to obtain requisite approval or fulfill the obligations imposed by a local, state or federal agency or undertakes actions that result in a violation of local, state or federal law.
- B. All other applicable local, state or federal permits must be obtained before commencement of the development.
- C. The project shall be constructed substantially in accordance with the approved Site Plan and Architectural Plans approved by the Plan Commission and Architectural Review Board, Plan set dated October 20, 2023.
- D. The approved development plan and Planned Unit Development Ordinance shall be recorded with St. Louis County and proof of recording submitted to the City prior to the issuance of a Building Permit.

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT TO CONSOLIDATE CERTAIN PROPERTY KNOWN AS 111 and 121 SOUTH MERAMEC AVENUE AND A PORTION OF VACATED ALLEY IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, there presently exist in the City of Clayton two lots addressed 111 and 121 South Meramec Avenue and a portion of an east-west alley, more particularly described as follows:

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being all of vacated East-West Alley, 20 feet wide, all of Lot A of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, and all of Lots 7 and 8 in said Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri.

WHEREAS, the owner of said property desires to consolidate said lots and, upon vacation and conveyance as hereinafter separately provided, the vacated alley into one lot and dedicate right-of-way, in accordance with the City of Clayton Subdivision Ordinance, and has submitted the plat of said property to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance; and

WHEREAS, the City Plan Commission has considered the plat and related alley right of way vacation and conveyance and recommended approval as hereinafter provided.

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

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

1. The property owner shall dedicate an easement to the City of Clayton for public use and access of a portion of the property leading from the remaining east-west alley to the loading dock at the northeast corner of the Bonhomme Garage located on the adjacent property addressed 8011 Bonhomme Garage.

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

Section 3. Approval of this Plat and the related vacation and conveyance ordinance with regard to a portion of the east-west alley east of the north-south alley (Ordinance No. ____) are concurrent with and intended solely to facilitate redevelopment of the subject properties as authorized by the Rezoning and Planned Unit Development Approval Ordinance (Ordinance No ____) adopted concurrently herewith, which rezoning and PUD approval is subject to lapse and the time limit specified in the City's Land Use Regulations, Section 405.1460. Accordingly, if the Plat approved hereby is not filed with the St. Louis County Recorder of Deeds prior to the deadline and the time limit applicable to the Rezoning and PUD Ordinance aforesaid the approval and

authorization for filing of the Plat and the concurrent right of way vacation and conveyance shall lapse and this Ordinance shall be of no further force and effect.

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

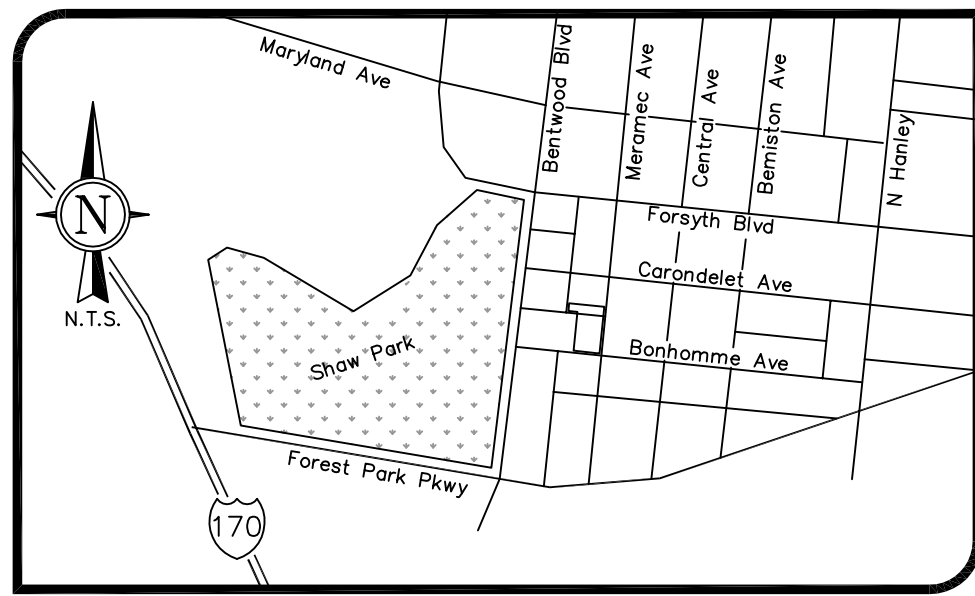
Section 5. This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen.

Passed this 19th day of December 2023

Mayor

ATTEST:

City Clerk



THE 121 - CLAYTON, MO

A CONSOLIDATION PLAT

PART OF TOWN OF CLAYTON PLAT (P.B. 1 Pg. 6)
 PART OF THE SCHOOL LOT OF BLOCK 2
 OF THE TOWN OF CLAYTON (P.B. 346, Pg. 301)
 U.S. SURVEY 1918
 TOWNSHIP 45 NORTH, RANGE 6 EAST
 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

--- Property Boundary Description ---

A tract of land situated the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being all of vacated East-West Alley, 20 feet wide, as filed for record in Plat Book _____ Page _____ of the land records of said St. Louis County, Missouri, all of Lot A of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, and all of Lots 7 and 8 in said Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

Beginning at the intersection of the North right-of-way line of Bonhomme Avenue, 80 feet wide, and the West right-of-way line of South Meramec Avenue, 80 feet wide, said intersection being the Southeast corner of Block 2 of said Town of Clayton subdivision, and also being the Southeast corner of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or record in Plat Book 346, Page 301 of said land records, from said intersection a found anchor bears South 83 degrees 53 minutes 55 seconds East, a distance of 190.09 feet, and from said intersection a found anchor bears South 06 degrees 11 minutes 08 seconds West, a distance of 14.06 feet; thence along said North right-of-way line of Bonhomme Avenue, North 83 degrees 53 minutes 55 seconds West, a distance of 129.09 feet to the Southeast corner of Lot B of said Subdivision of the School Lot of Block 2 of the Town of Clayton, from which a found anchor bears South 06 degrees 07 minutes 20 seconds West, a distance of 9.96 feet; thence along the East line of said Lot B, North 06 degrees 07 minutes 20 seconds East, a distance of 190.09 feet to the Northeast corner of said Lot B, said Northeast corner being on the South right-of-way line of an East-West Alley, 20 feet wide; thence along the North line of said Lot B, North 83 degrees 53 minutes 55 seconds West, a distance of 60.75 feet; thence leaving said North line of Lot B, North 06 degrees 06 minutes 05 seconds East, a distance of 20.00 feet to the intersection of the East right-of-way line of a North-South Alley, 20 feet wide, and the North right-of-way line of said East-West Alley, said intersection also being the Southwest corner of Lot 7 of Block 2 of said Town of Clayton; thence along the East right-of-way line of said North-South Alley, North 06 degrees 11 minutes 08 seconds East, a distance of 75.99 feet to the Southwest corner of Lot 9 of said Subdivision of the School Lot of Block 2 of the Town of Clayton; thence along the South line of said Lot 9, South 83 degrees 53 minutes 55 seconds East, a distance of 190.05 feet to said West right-of-way line of South Meramec Avenue; thence along said West right-of-way line, South 06 degrees 11 minutes 08 seconds West, a distance of 286.08 feet to the point of beginning.

Containing 0.983 Acres (42,800 Square Feet), by Grimes Consulting, Inc., LS-343-D. Dated August 2023.

--- Owner's Certification ---

We the undersigned owner(s) of land hereupon platted and further described in the foregoing description, have caused these lots to be consolidated in land area in the manner shown on this plat, which boundary adjustment shall hereafter be known as the "THE 121 - CLAYTON, MO A CONSOLIDATION PLAT"

Utility Easement(s) as shown hereon hatched are hereby dedicated to Ameren Missouri Electric, AT&T, Charter Communications, Extenet Systems LLC, Missouri American Water Company, Spire Missouri East, MCI Verizon, and St. Louis Metropolitan Sewer, their successors and assigns as their interests may appear, for the purpose of constructing, maintaining, and repairing of public utilities, sewers and stormwater facilities, and to use such additional space adjacent to the easement(s) so granted as may be required for working room during construction, reconstruction, maintenance, or repair of the aforementioned utilities, sewers, and stormwater facilities. All recipients of said easements may from time to time enter upon said premises to construct, reconstruct, maintain, or repair the aforesaid utilities, sewers or stormwater facilities, together with the obligation to restore damage done in connection therewith, and may assign its right to the State, County, or other political subdivisions of the State.

Right-of-way dedication (0.009 acres) as shown hereon hatched is hereby dedicated to the City of Clayton for public right-of-way use forever.

The building lines shown hereon are hereby established. This subdivision is subject to the conditions and restrictions contained in an instrument filed for record in Book _____ Page _____, in the land records of St. Louis County, Missouri.

In witness whereof, I have herewith set my hand this _____ day of _____, 2023.

Clayton City Ventures, LLC
 A Limited Liability Company

 Print Name, Title

State of Missouri)
)SS.
 County of St. Louis)

On this _____ day of _____, 2023 before me did appear Michael Knight who being by me duly sworn did say that he is the manager of Clayton City Ventures, LLC, a limited liability company in the State of Missouri and that said instrument was signed on behalf of said company and that said _____ acknowledged said instrument to be the free act and deed of said company.
 In testimony whereof, I have herewith set my hand and affixed my official seal in the County and State aforesaid the day and year last above written.

 My commission expires: _____

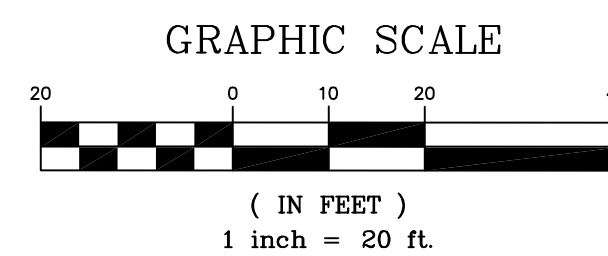
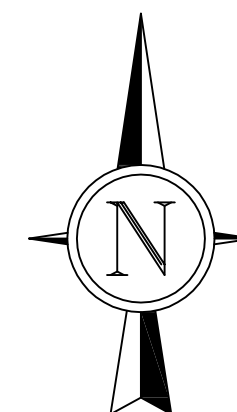
--- City's Certification ---

I, June Frazier, City Clerk of the City of Clayton, Missouri, do hereby certify this consolidation plat was reviewed and approved by the City of Clayton in accordance with Ordinance No. _____

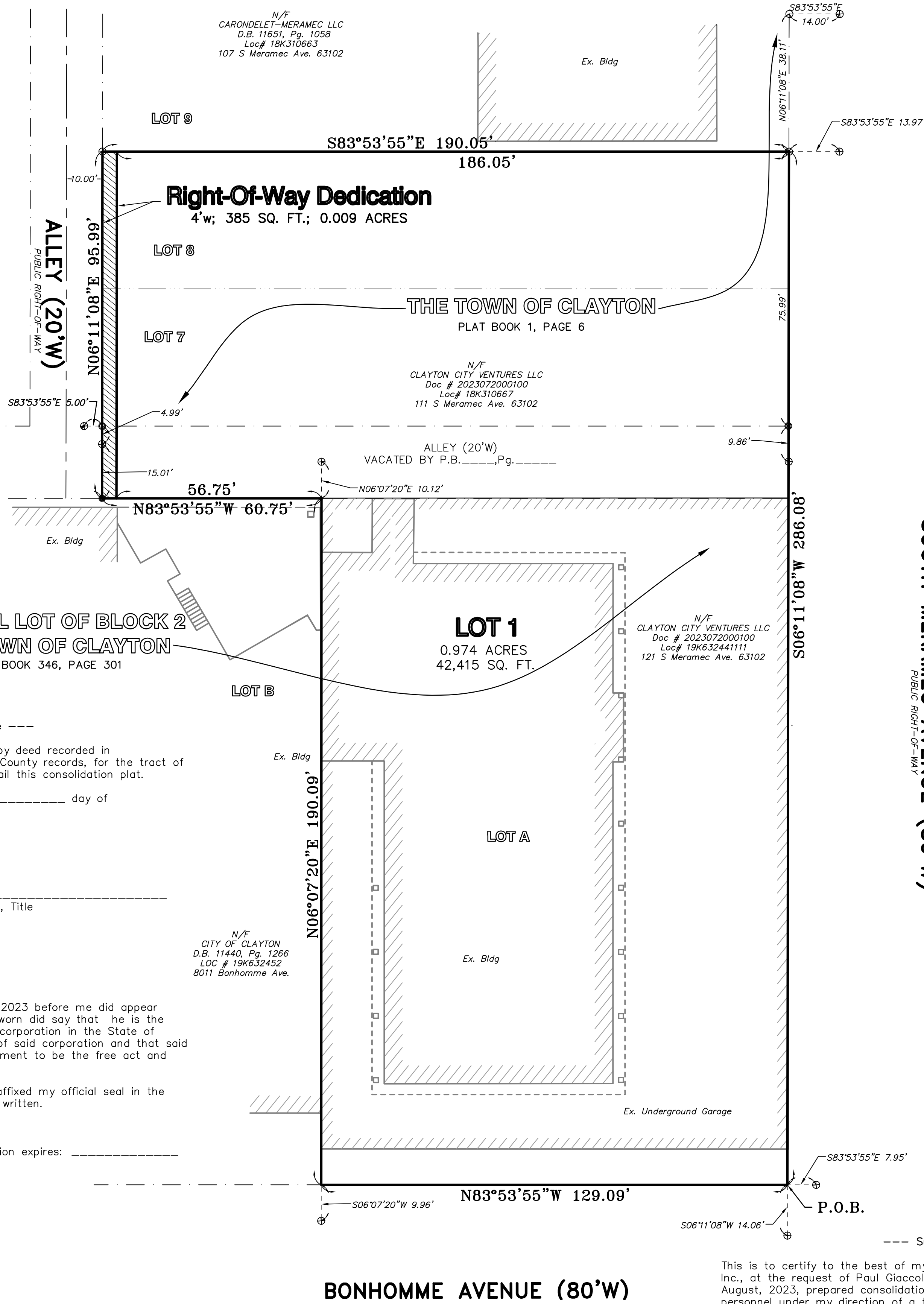
June Frazier
 City Clerk
 City of Clayton, Missouri

BASIS OF BEARING

MISSOURI STATE PLANE
 GRID NORTH FROM GPS
 TIES TO MODOT GLOBAL
 NAVIGATION SATELLITE
 REAL-TIME NETWORK



PREPARED FOR:
 K & G Group, LLC
 CONTACT: Paul Giacobetto
 1627 Main Street
 Kansas City, Missouri 64108
 E: paulgiacobetto@yahoo.com



ABBREVIATIONS

N/F	NOW OR FORMERLY
D.B.	DEED BOOK
P.B.	PLAT BOOK
Pg.	PAGE
w/	WITH
(TYP.)	TYPICAL
P.O.B.	POINT OF BEGINNING
CONC.	CONCRETE
RCP	REINFORCED CONCRETE PIPE
VCP	VITRIFIED CLAY PIPE
CPP	CORRUGATED PLASTIC PIPE
C-LINK	CHAIN LINK
W-IRON	WROUGHT IRON
PCZ	PER CURRENT ZONING
PM	PER UTILITY MAP
(xx)	RECORD BEARING AND/OR DISTANCE
[xx]	TITLE COMMITMENT EXCEPTION NUMBER

LEGEND

- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊕ FOUND CUT CROSS
- ⊙ FOUND COTTON PICKER SPINDLE
- ⊕ FOUND RAILROAD SPIKE
- ⊕ FOUND CONCRETE MONUMENT
- FOUND STONE
- ⊗ FOUND R.O.W. MARKER
- ⊙ FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

SOUTH MERAMEC AVENUE (80'W)
 PUBLIC RIGHT-OF-WAY

--- Surveyor's Certification ---

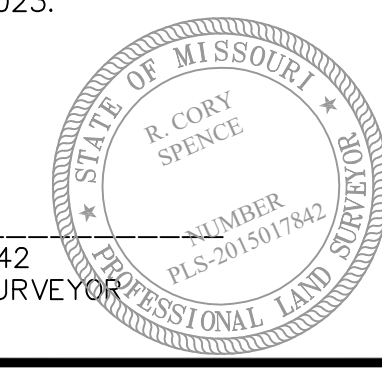
This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Paul Giacobetto of K & G Group, LLC, during the month of August, 2023, prepared consolidation plat, based on field information obtained from field personnel under my direction of a tract of land being part of U.S. Survey 1918, Township 45 North, Range 6 East, City of Clayton, St. Louis County, Missouri.

I declare that under my supervision and to the best of my professional judgment that this survey and the results shown hereon are made in accordance with the current Standards For Property Boundary Surveys for Urban Class Property as set forth by the Missouri Department Of Agriculture, Land Survey Program, and rules promulgated by The Missouri Board For Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 30, 2017.

IN WITNESS WHEREOF, we herunto set our firm name at our office in St. Louis County, Missouri this 14 day of November, 2023.

GRIMES CONSULTING, INC. LS-343-D

By _____
 R. CORY SPENCE, PLS-2015017842
 MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
 12300 OLD TESSON RD.
 SUITE 3000
 ST. LOUIS, MO 63128
 PH: (314) 849-6100
 FAX: (314) 849-6010
 www.grimesconsulting.com
 PE COAF E-1470-D
 PLS COAF LS-343-D

REV. NO.	DATE	REMARKS
1	11-14-2023	City comments.

THE 121 - CLAYTON, MO
 121 S. MERAMEC AVE., CLAYTON, MISSOURI

SHEET TITLE
A CONSOLIDATION PLAT

JOB NUMBER:	4001
DRAWN BY:	TSS
DATE:	08/28/23
CHECKED BY:	RCS
DATE:	08/30/23
SHEET:	

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THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
November 28, 2023
7:02 p.m.

MINUTES

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

In-person: Ira Berkowitz, Bridget McAndrew, Susan Buse, Becky Patel, Gary Feder, Rick Hummell, and Mayor Michelle Harris.

Staff: City Manager Gipson, City Attorney O’Keefe, City Clerk Frazier, and Director of Planning Anna Krane

Mayor Harris requested a moment of silence in remembrance of Clayton Police Officer Tom Bossch who recently passed away.

PUBLIC REQUESTS AND PETITIONS

None

A PUBLIC HEARING AND A RESOLUTION FOR AN AMENDMENT TO THE
CONDITIONAL USE PERMIT FOR WRIGHT’S TAVERN LOCATED AT 7624-7628
WYDOWN BOULEVARD

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

City Manager Gipson reported that this is a public hearing to consider an application for a Conditional Use Permit (CUP) amendment submitted by Matthew McGuire of Box Hill Group-Wydown, d/b/a Wright’s Tavern, restaurant owner, to allow for the expansion of an existing restaurant into an adjacent tenant space. The existing restaurant space measures approximately 1,100 square feet. The proposed expanded restaurant measures 2,200 square feet.

Matthew McGuire, restaurant owner, was in attendance to answer questions.

Kevin Williams, representative for the owner, addressed the Board requesting that condition #16, *The Permittee agrees to verbally notify persons requesting carry-out orders that double parking is prohibited* is removed from the permit.

Anna Krane, Director of Planning, noted that the condition was a carryover from the original permit.

City Attorney O’Keefe explained that this was an acceptable requirement to prevent patrons that are picking up orders from double parking and violating the City’s parking regulations.

Mayor Harris closed the public hearing.

Motion made by Alderman Berkowitz to approve Resolution No. 2023-35, granting an amendment to the Conditional Use Permit for 7624-7628 Wydown Boulevard. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

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

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

City Manager Gipson reported that the 63,112 square-foot site is located at the northwest corner of the intersection between North Meramec Avenue and Pershing Avenue and has a zoning designation of Planned Unit Development (PUD). On June 27, 2023, the Board of Aldermen approved the PUD for the subject property to allow for construction of a mixed-use development containing 145 apartments, 1,000 square feet of retail space, and 194 parking spaces. This is a request to amend the PUD plan to increase the number of apartments and parking spaces. The applicant is proposing to construct 151 apartments and 196 parking spaces. The overall massing and height of the building are not proposed to change.

Kathleen Gund, 329 N. Bemiston Avenue, addressed the Board in support of the project requesting that the developer increase the number of affordable units provided in the development from two to four before this change is approved.

Barbara Finch, 230 S. Brentwood Boulevard, Women's Voices – raised for affordable housing, addressed the Board in support of increasing the number of affordable units.

Tom Lucas, 8010 Pershing, addressed the Board asking if the project had changed on the exterior.

Mark Rubin, Keeley Properties, addressed the Board to answer questions.

Mitchell Theiss, Principle, addressed the Board to answer questions.

Jason Braidwood, Keeley Properties, addressed the Board to answer questions.

Linda Bardol, 202 N. Brentwood, (attending virtually), addressed the developer with questions related to the cost of the affordable unit(s).

At the request of Mayor Harris, Jason Braidwood stated that he will make every effort to add one more affordable unit.

Mayor Harris closed the public hearing.

Alderman Berkowitz introduced Bill No. 6999, approving an amendment to the Planned Unit Development for 201-215 N. Meramec Avenue and 8015 Pershing Avenue to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6999, first reading, an Ordinance Approving an Amended Planned Unit Development Plan Governing Certain Property Located at 201, 211, 215 North Meramec Avenue and 8015 Pershing Avenue Known as the Meramec-Pershing Planned Unit development; Repealing Conflicting Ordinances; and Other Actions Related Thereto by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 6999 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 6999, approving an amendment to the Planned Unit Development for 201-215 N. Meramec Avenue and 8015 Pershing Avenue to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 6999, first reading, an Ordinance Approving an Amended Planned Unit Development Plan Governing Certain Property Located at 201, 211, 215 North Meramec Avenue and 8015 Pershing Avenue Known as the Meramec-Pershing Planned Unit development; Repealing Conflicting Ordinances; and Other Actions Related Thereto by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6860 of the City of Clayton.

AN ORDINANCE FOR A CONTRACT WITH BYRNE & JONES CONSTRUCTION, INC. DBA BYRNE & JONES CONSTRUCTION FOR THE CBD PHASE 1 RESURFACING PROJECT

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

Matt Malick, Director of Public Works, was in attendance to answer questions.

Alderman Berkowitz introduced Bill No. 7000, approving a contract with Byrne & Jones Construction for the CBD Phase 1 Resurfacing project to be read for the first time by title only. Alderman McAndrew seconded.

City Attorney O’Keefe reads Bill No. 7000, first reading, Ordinance Approving a contract with Byrne & Jones Construction, Inc., DBA Byrne & Jones Construction for the CBD Phase 1 Resurfacing Contract STP-5438(613) by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman Berkowitz that the Board give unanimous consent to consideration for adoption of Bill No. 7000 on the day of its introduction. Alderman McAndrew seconded.

The motion passed unanimously on a voice vote.

Alderman Berkowitz introduced Bill No. 7000, approving a contract with Byrne & Jones Construction for the CBD Phase 1 Resurfacing project to be read for the second time by title only. Alderman McAndrew seconded.

City Attorney O'Keefe reads Bill No. 7000, first reading, Ordinance Approving a contract with Byrne & Jones Construction, Inc., DBA Byrne & Jones Construction for the CBD Phase 1 Resurfacing Contract STP-5438(613) by title only.

The motion passed on a roll call vote: Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6861 of the City of Clayton.

RECOMMENDATION FROM THE CLAYTON COMMUNITY EQUITY COMMISSION (CEC) ON BILINGUAL SIGNAGE

City Manager Gipson reported that on October 12, 2023, the Clayton Community Equity Commission (CEC) unanimously approved a recommendation to the Board of Aldermen for consideration for Clayton to make downtown signs bilingual.

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

Chris Schmiz, Chairman, CEC, was in attendance to answer questions.

Tom Lucas, resident, addressed the Board with concerns about the bilingual signage – size and/or costs. Suggested training for employees in bilingual language, interpreters, and more.

CONSENT AGENDA

1. Minutes – October 24, 2023

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

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

OTHER

Alderman McAndrew reported on the following:

- Steering Committee Meeting – discussed surveys and priorities
- Plan Commission
 - 600 W. Polo project
 - Enterprise signage
 - PUD for the 111 and 121 S. Meramec Avenue project

Alderman Buse reported on the following:

- Sustainability Advisory Committee
 - Rep Clayton School talks regarding sustainability efforts
 - Intern from Wash U working on a citizen web page
 - Benchmarking performance
 - Livable Communities Master Plan

Alderman Patel commented that she is interested to know what kind of information is gathered from the comprehensive planning process and what the community thinks about affordable housing, diversity, and the current housing stock.

Alderman Feder reported on the following:

- Clayton Community Foundation
- Turkey Trot – great event.
- CEC Housing Subcommittee – affordable housing as it relates to the PUD ordinance and the current project discussed tonight

Alderman Hummell reported on the following:

- Meramec/Bonhomme project – using City's structured parking
- CCF – Cordell Whitlock transitioned off as president, Jennifer Vogel
- CRSWC – discussion on the communication audit plan; expressed a need to improve communication via social media channels and the lack of staff to do so- interest in the city to help

Mayor Harris reported on the following:

- MYAC – met November 15; the group heard a presentation on the Comprehensive Plan.
- Participated in the Chamber's Leadership Clayton kick-off
- Continuing to meet with Pat Kelly, Municipal League of Metro St. Louis regarding the unhouesd
- Turkey trot – great event.

Motion made by Alderman Hummell that the Board adjourn to a closed meeting, with a closed vote and record, as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, and to discuss matters related to negotiation of a contract pursuant to Section 610.021(12), RSMo. and/or proprietary information pursuant to Sec. 610.021(15), and/or information related to public safety and security measures pursuant to Section 610.021(18) and (19) RSMO for preparation per Section 610.021(9) for labor negotiations. Alderman Patel seconded.

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

There being no further regular meeting discussion the Board adjourned into a closed session at 9:02 p.m.

Mayor

ATTEST:

City Clerk

DRAFT



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER (DG)
JUNE FRAZIER, CITY CLERK
DATE: DECEMBER 19, 2023
SUBJECT: MOTION - DISPOSE OF RECORDS PER THE MISSOURI SECRETARY OF STATE GENERAL RECORDS RETENTION SCHEDULE

As the Board is aware, it is the recommended guideline of the Missouri Secretary of State to formally approve the disposition of records at the Board of Aldermen level. The Planning Department is proposing to dispose of the records listed below:

- Building plans and drawings dated *January 2018 through December 2018* for single-family and two-family and *January 2013 thru December 2013* for Multi-family and Commercial
- All permit documents for multi-family and commercial buildings *no longer in existence*
- Plumbing Permits –
 - Single Family Residential – plans and drawings dated *January 2018 through December 2018*
 - Multi Family - Repair, alteration, addition - *January 2013 thru December 2013*
 - Commercial - Repair, alteration, addition - *January 2013 thru December 2013*
- Mechanical Permits –
 - Single Family Residential – plans and drawings dated *January 2018 through December 2018*
 - Multi Family - Repair, alteration, addition - *January 2013 thru December 2013*
 - Commercial - Repair, alteration, addition - *January 2013 thru December 2013*
- Building Permits –
 - Single Family Residential – Repair, alteration, addition - plans and drawings dated *January 2018 through December 2018*
 - Multi Family - Repair, alteration, addition - *January 2013 thru December 2013*
 - Commercial - Repair, alteration, addition - *January 2013 thru December 2013*

Note: All permits for new construction of multi-family and commercial buildings will be kept for the existence of the building per City of Clayton Policy (Missouri Records Retention Schedule requires a minimum retention of 10 years for commercial and 5 years for residential.)

All permit applications and issued permit copies are retained in permanent files, separate from plans/drawings, and are not included in this request.

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

In following the Board's request that a method of disposal be procured that assures maximum security/confidentiality of the records, the city has arranged for a company to come to City Hall and shred the records on-site. This will occur in a timely manner upon approval of the motion by the Board of Aldermen.

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



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, PE, DIRECTOR OF PUBLIC WORKS
DATE: DECEMBER 19, 2023
SUBJECT: ORDINANCE - VACATING A PORTION OF A PUBLIC ALLEY AND APPROVING CONVEYANCE OF A PORTION OF THE VACATED RIGHT-OF -WAY (ROW) TO THE ADJOINING PROPERTY OWNER

Within the block bounded by Carondelet Avenue (on the north), Bonhomme Avenue (on the south), S. Brentwood Boulevard (on the west) and S. Meramec Avenue (on the east), there are two public alleys.

One alley runs east-west from S. Meramec Avenue west to S. Brentwood Boulevard. The second alley runs north to south from Carondelet Avenue southward to the east-west alley.

The Shaw (111-121 N. Meramec) development has been proposed for southeast quadrant of this block and, as a result, multiple parcels will be consolidated subject to approval of a Consolidation Plat by the City.

Given this project, public access to and use of a portion of the east-west alley east of the north-south alley will no longer be necessary.

Staff are recommending that the eastern portion of the east-west alley be vacated. This portion lies between S. Meramec Avenue and the north-south alley and is shown as shaded on the attached Exhibit 1.

A portion of the ROW to be vacated is adjacent and lies between property owned by the City of Clayton (and used for the Bonhomme Garage) and the development site for the Shaw Planned Unit Development (PUD development being considered by the Board of Aldermen concurrently with this vacation. The City staff proposes that any portion of the vacated ROW (approximately 10 feet by 60.75 feet) which would pass to the City of Clayton by operation of law be thereafter conveyed by the City to the owner of The Shaw development site for use in that development in accord with the Development Plan, if approved by the Board of Aldermen.

Recommendation: To approve the ordinance vacating the portion of the alley.

BILL NO. 7003

ORDINANCE NO. _____

AN ORDINANCE VACATING A PORTION OF A CERTAIN ALLEY RIGHT-OF-WAY WHICH WAS PREVIOUSLY DEDICATED TO THE CITY OF CLAYTON AND IS NOT NECESSARY FOR RIGHT-OF-WAY OR FOR TRAVEL BY THE PUBLIC AND AUTHORIZING CONVEYANCE OF A PORTION THEREOF TO AN ADJOINING PROPERTY OWNER

WHEREAS, the block bounded by Carondelet Ave. on the north, Bonhomme Ave. on the south, S. Brentwood Blvd. on the west and S. Meramec Ave. on the east, was previously platted; and

WHEREAS, within that platted block, an east-west alley and a north-south alley were previously dedicated to the City of Clayton as public right-of-way; and

WHEREAS, multiple parcels within the platted block have been consolidated for development and lots have been reconfigured over time; and

WHEREAS, the proposed The Shaw development will encompass a portion of the east-west alley from S. Meramec Ave. westward to the north-south alley (hereinafter "Alley to be Vacated"); the Alley to be Vacated is shown as shaded on the plat attached hereto as Exhibit 1; and

WHEREAS, given the development, the Alley to be Vacated is no longer necessary for right-of-way or for travel by the public; and

WHEREAS, upon vacation, the property will revert back to successors owners of the property from which the alley right-of-way was originally dedicated to public use by operation of law; and

WHEREAS, THE City of Clayton is the fee simple owner of real property adjoining approximately 60.75 feet at the western end of the Alley to be Vacated (on which the existing Bonhomme Garage is located) and the Board of Aldermen finds and believes that the City has no current or anticipated need for the vacated right of way; and further finds and concludes that conveyance of that portion of the right of way of the Alley to be Vacated to the owner of the real property located to the north of the will be in the best interests of the City and its residents;

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 vacates the following strip of land:

The portion of the east-west alley between S. Meramec Ave. and the north-alley within the block bounded by Carondelet Ave. (on the north), Bonhomme Ave. (on the south), S. Brentwood Blvd. (on the west) and S. Meramec Ave. (on the east) which block is shown on the plat recorded in Plat Book 1, Page 6 of the St. Louis County Records shown as shaded on the plat attached hereto as Exhibit 1.

SECTION TWO. The Board of Aldermen hereby authorizes this Ordinance to be recorded with the St. Louis County Recorder of Deeds as evidence of such vacation. In the event that the Recorder of Deeds will not accept such Ordinance, alone, the City Manager is hereby authorized to execute an appropriate Deed of Vacation in order to effectuate the purposes of this Ordinance.

SECTION THREE. The right-of-way herein vacated shall revert to those adjoining property owners entitled thereto as prescribed by law and all maintenance responsibilities of the property formerly subject to said right-of-way shall now be the obligations and/or rights of those adjoining owners to whom the property reverts.

SECTION FOUR. The City Manager is hereby authorized to convey to the owner of the real property located to the north of the City's property by, quit-claim deed or other instrument of conveyance approved by the City Attorney, any interest in the vacated right of way acquired by the City of Clayton by reason of being an adjoining property owner to a portion of the vacated area and to see to the recording of such conveyance as provided by law.

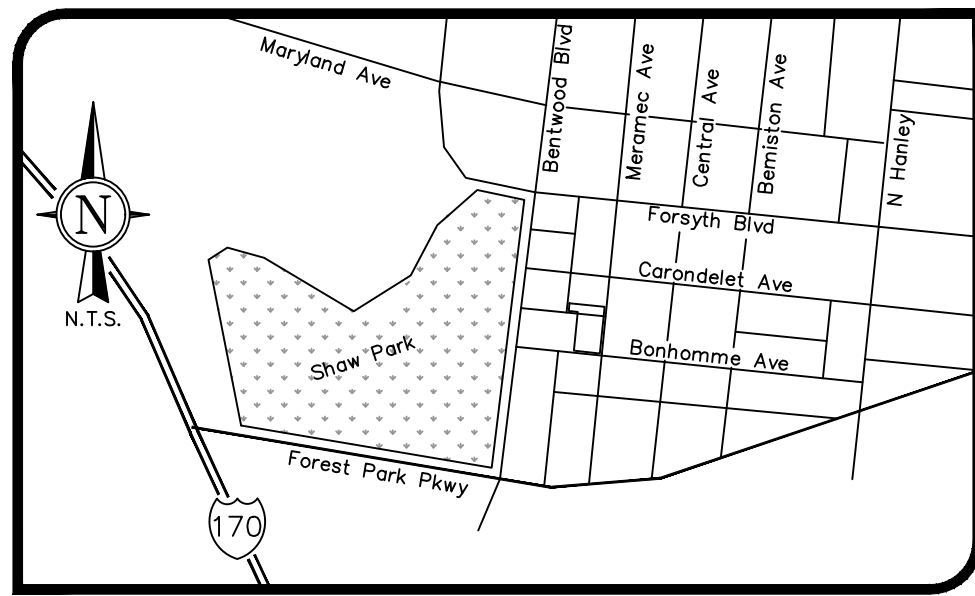
SECTION FIVE. This ordinance shall be in full force and effect both from and after its passage by the Board of Aldermen.

Passed by the Board of Aldermen this 19th day of December 2023.

Mayor

Attest:

City Clerk



ALLEY VACATION PLAT

PART OF TOWN OF CLAYTON PLAT (P.B. 1 Pg. 6)
 U.S. SURVEY 1918
 TOWNSHIP 45 NORTH, RANGE 6 EAST
 CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI

--- Property Boundary Description ---
 --- Alley Vacation ---

A tract of land situated in the City of Clayton, County of St. Louis and State of Missouri, lying in part of U.S. Survey 1918, Township 45 North, Range 6 East, being part of an East-West Alley, 20 feet wide, in Block 2 of Town of Clayton, a subdivision filed for record in Plat Book 1, Page 6 of the land records of said St. Louis County, Missouri, and being more particularly described as follows:

Commencing at the intersection of the North right-of-way line of Bonhomme Avenue, 80 feet wide, and the West right-of-way line of South Meramec Avenue, 80 feet wide, said intersection being the Southeast corner of Block 2 of said Town of Clayton subdivision, and also being the Southeast corner of A Subdivision of the School Lot of Block 2 of the Town of Clayton, a subdivision filed or recorded in Plat Book 346, Page 301 of said land records, from said intersection a found anchor bears South 83 degrees 53 minutes 55 seconds, a distance of 7.95 feet, and from said intersection a found anchor bears South 06 degrees 11 minutes 08 seconds West, a distance of 14.06 feet; thence along said West right-of-way line of South Meramec Avenue, North 06 degrees 11 minutes 08 seconds, a distance of 190.09 feet to the intersection of said West right-of-way line of South Meramec Avenue and the South right-of-way line of an East-West Alley, 20 feet wide, said intersection also being the Northeast corner of said Subdivision of the School Lot of Block 2 of the Town of Clayton, and being the TRUE POINT OF BEGINNING of the tract herein described; thence leaving said West right-of-way line and along the North line of Lot A and Lot B of said Subdivision of the School Lot of Block 2 of the Town of Clayton, North 83 minutes 53 minutes 55 seconds, a distance of 190.05 feet; thence leaving said North line, North 06 degrees 11 minutes 08 seconds East, a distance of 20.00 feet to the intersection of the East right-of-way line of a North-South Alley, 20 feet wide, and the North right-of-way line of said East-West Alley, said intersection also being the Southwest corner of Lot 7 of Block 2 of said Town of Clayton; thence along the South line of said Lot 7, South 83 degrees 53 minutes 55 seconds East, a distance of 190.05 feet to an intersection of said North right-of-way line and said West right-of-way line of South Meramec Avenue, said intersection also being the Southeast corner of said Lot 7; thence along said West right-of-way line, South 06 degrees 11 minutes 08 seconds, a distance of 20.00 feet to the point of beginning.

Containing 0.087 Acres (3800 Square Feet), by Grimes Consulting, Inc. LS-343-D Dated August 2023

City's Certification

This drawing has been reviewed, and it is determined that it is in accordance with the City of Clayton Code of Ordinances and has been approved by the Department of Public Services. The purpose of this plat is to vacate a public right-of-way.

All utility easement rights over the property herein described are retained by AT&T Missouri, LaClede Gas Company, Missouri American Water Company, Ameren Missouri; Metropolitan St. Louis Sewer District; Charter Communications; City of Clayton, Missouri; and their successors or assigns, and that said utilities retain all rights to construct, operate, maintain, reconstruct and improve their facilities, together with the right of ingress and egress thereto.

Matt Malick, P.E.
 Director of Public Works
 City of Clayton, Missouri

I, June Frazier, City Clerk of the City of Clayton, Missouri, do hereby certify this right-of-way vacation plat was reviewed and approved by the city of Clayton in accordance with Ordinance No. _____

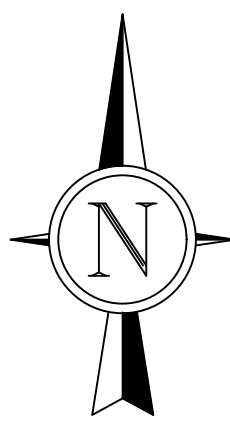
June Frazier
 City Clerk
 City of Clayton, Missouri

LEGEND

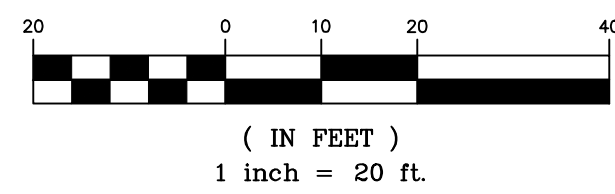
- FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- ⊙ FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
- ⊕ FOUND CUT CROSS
- ⊗ FOUND COTTON PICKER SPINDLE
- ⊚ FOUND RAILROAD SPIKE
- ⊞ FOUND CONCRETE MONUMENT
- FOUND STONE
- ⊠ FOUND R.O.W. MARKER
- FOUND AXLE
- SET 1/2" IRON ROD UNLESS OTHERWISE NOTED

ABBREVIATIONS

- N/F NOW OR FORMERLY
- D.B. DEED BOOK
- P.B. PLAT BOOK
- Pg. PAGE
- w/ WITH
- (TYP.) TYPICAL
- P.O.B. POINT OF BEGINNING
- CONC. CONCRETE
- RCP REINFORCED CONCRETE PIPE
- VCP VITRIFIED CLAY PIPE
- CPP CORRUGATED PLASTIC PIPE
- C-LINK CHAIN LINK
- W-IRON WROUGHT IRON
- PCZ PER CURRENT ZONING
- PM PER UTILITY MAP
- (xx) RECORD BEARING AND/OR DISTANCE
- [xx] TITLE COMMITMENT EXCEPTION NUMBER

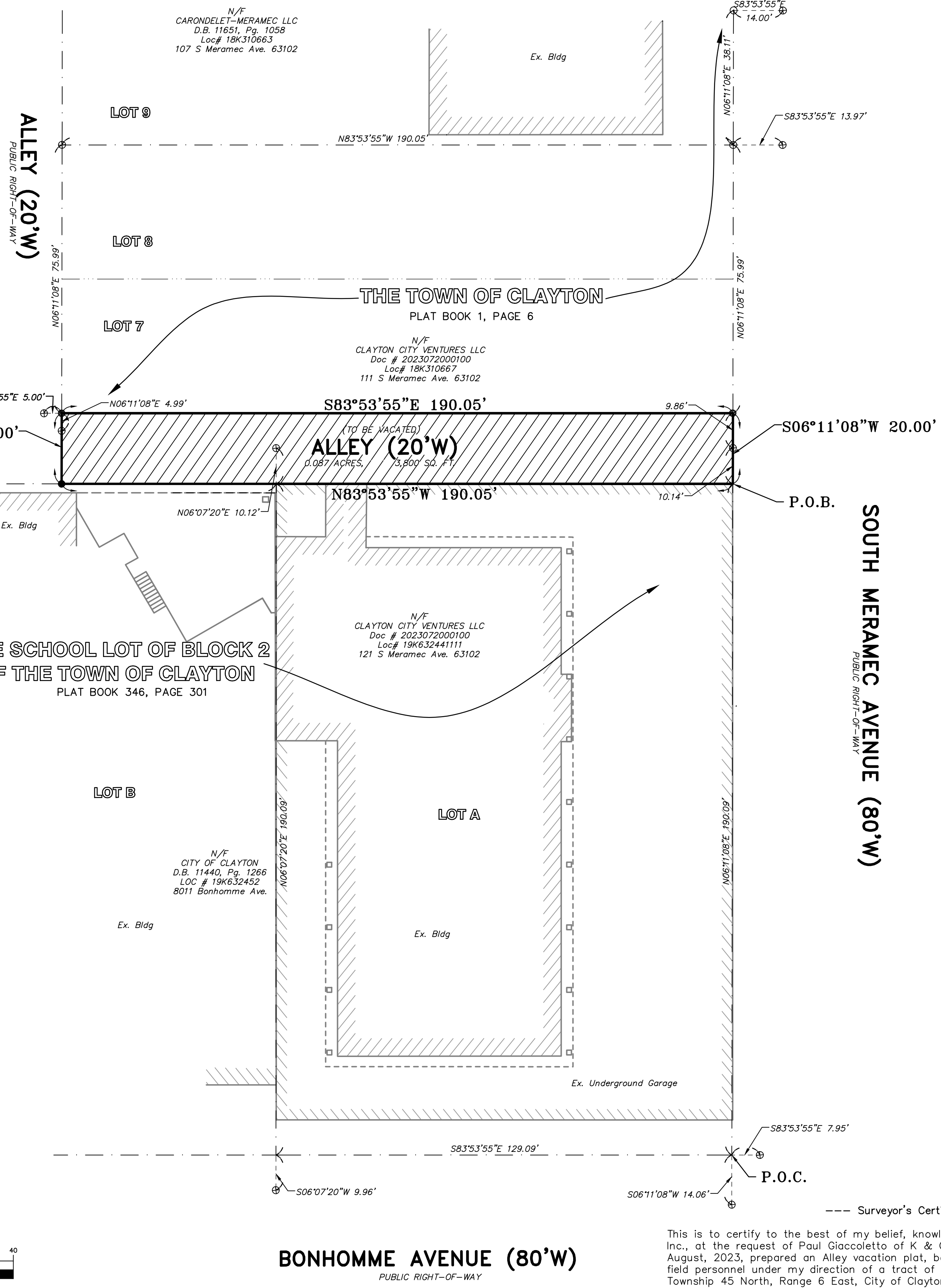


GRAPHIC SCALE



BASIS OF BEARING

MISSOURI STATE PLANE
 GRID NORTH FROM GPS
 TIES TO MODOT GLOBAL
 NAVIGATION SATELLITE
 REAL-TIME NETWORK



Surveyor's Certification

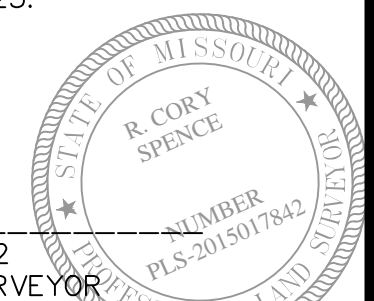
This is to certify to the best of my belief, knowledge, and ability that Grimes Consulting, Inc., at the request of Paul Giacobetto of K & G Group, LLC, during the month of August, 2023, prepared an Alley vacation plat, based on field information obtained from field personnel under my direction of a tract of land being part of U.S. Survey 1918, Township 45 North, Range 6 East, City of Clayton, St. Louis County, Missouri.

I declare that under my supervision and to the best of my professional judgment that this survey and the results shown hereon are made in accordance with the current Standards For Property Boundary Surveys for Urban Class Property as set forth by the Missouri Department Of Agriculture, Land Survey Program, and rules promulgated by The Missouri Board For Architects, Professional Engineers, and Professional Land Surveyors and Professional Landscape Architects effective June 30, 2017.

IN WITNESS WHEREOF, we hereunto set our firm name at our office in St. Louis County, Missouri this 20 day of September 2023.

GRIMES CONSULTING, INC. LS-343-D

By R. CORY SPENCE, PLS-2015017842
 MISSOURI PROFESSIONAL LAND SURVEYOR



GRIMES CONSULTING, INC.
 12300 OLD TESSON RD.
 SUITE 3000
 ST. LOUIS, MO 63128
 PH: (314) 849-6100
 FAX: (314) 849-6010
 www.grimesconsulting.com
 PE COAF E-1470-D
 PLS COAF LS-343-D

REV. NO.	DATE	REMARKS

111-121 S. MERAMEC
 CLAYTON, MISSOURI
 ALLEY VACATION PLAT

SHEET TITLE
 JOB NUMBER: 4001
 DRAWN BY: TSS
 DATE: 08/28/23
 CHECKED BY: RCS
 DATE: 08/28/23
 SHEET:
 1 of 1

J:\4001\4001\Drawings\Survey\4001_Vacation.dwg 09/20/2023 10:37 PM Scott Tellhorst



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
GARY CARTER, DIRECTOR OF ECONOMIC DEVELOPMENT
DATE: DECEMBER 19, 2023
SUBJECT: ORDINANCE - ADOPTING A NEW CONSTRUCTION PARKING
ORDINANCE

Over the past few years, the city has been experiencing unprecedented development, especially in the more congested areas of the city. Heightened levels of construction are expected to continue for at least the next few years. The associated road closures and temporary elimination of on-street parking are straining the available convenient parking for retail, restaurants, and commercial businesses. The current parking circumstances are not sufficient to accommodate the needs of residents, businesses, and visitors.

Staff believe it is necessary to implement a new construction parking policy and enforcement ordinance to ensure that those responsible for construction activity provide adequate parking for construction employees.

Attached to this memo is the staff's recommendation for a Construction Parking Management Plan (CPMP) Policy. The policy's highlights are as follow:

- Projects with values of \$2.5 million or more will be required to submit a plan for construction parking with either the first of a building or demolition permit. In addition, lesser value projects may be required to submit a plan with their permit applications based on area conditions as determined by the Building Official.
- The policy holds the property owner and general contractor jointly and severally accountable for CPMP development, implementation, and enforcement.
- The policy dictates that on-street parking is not acceptable as part of or in lieu of a CPMP.
- A tiered fine system is included to ensure compliance. Following a fourth violation, a stop work order can be issued.

Attached to this memo is an ordinance that amends the city's parking code to implement the program and enforcement associated with the policy.

Recommendation: To approve the policy and the ordinance.

BILL NO. 7004

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 350 OF THE CLAYTON CITY CODE TO REQUIRE AND ENFORCE CONSTRUCTION PARKING MANAGEMENT PLANS FOR CERTAIN CONSTRUCTION PROJECTS IN THE CITY

WHEREAS, parking associated with construction activities can be disruptive to the social and economic life of the City and interfere with the peaceful use and enjoyment of property nearby; and

WHEREAS, the Board of Aldermen finds and believes that it will best serve to protect the public health, safety and welfare to establish, require and enforce parking management plans for larger construction projects and projects located in areas where the parking of construction-related vehicles on nearby roadways may unreasonably interfere with established traffic and land use patterns;

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

Section One. Article II of Chapter 350 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 350.080, to read as follows:

Chapter 350. Parking Regulations

Article II. Prohibited and Restricted Parking

Section 350.080. Construction Parking Requirements

A. Purpose. The regulations and requirements set forth in this Section are intended to balance the interests, rights and needs of residents, businesses and visitors, on one hand, and property owners and construction contractors, on the other hand, in commercial and residential areas of the City of Clayton in situations where construction activities generate a temporary but substantial demand for limited available parking and can interfere with the availability of convenient parking that is critical to local businesses and residents alike.

B. Construction Parking Management Plan – When Required.

1. All construction activities with a value of \$2,500,000 or greater must provide a Construction Parking Management Plan approved by the Clayton Building Official as hereinafter provided.
2. Construction activities with the value of less than \$2,500,000 may be required to provide an approved Construction Parking Management Plan if, in the reasonable professional judgment of the Building Official, relevant circumstances so warrant.
3. Relevant Circumstances shall include, but not be limited to, (a) the location of the construction site; (b) proximate available parking; (c) local parking demand; (d) local land uses; (e) size of the construction site; (f) intensity and duration of the construction activity; (g) anticipated number of construction-related personnel and vehicles associated with the construction activity; and (h) other circumstances reasonably bearing on the potential for adverse parking and traffic impact due to construction activity.

C. Construction Parking Management Plan – Contents.

1. Each application for approval of a Construction Parking Management Plan shall include (a) an outline of the elements, phases and timing of the construction project; (b) a reasonable estimate of the maximum number of construction-related personnel associated with the construction at its most intense phase, including all owner representatives, contractors, subcontractors, independent contractors, non-city inspectors, and all other construction-related personnel (collectively: “construction employees”); (c) a construction site plan showing the areas within which construction is to take place and all areas where construction offices and material and equipment storage are to be located, and the number and location of on-site parking spaces to be set aside exclusively for parking of construction employee vehicles (allowing a minimum of 8.5 x 18’ per parking space); and (d) a plan showing access to and from the construction site and internal circulation for construction and construction employee vehicles.
2. If there is not enough on-site parking to accommodate all vehicles for the maximum number of construction employees, the Construction Parking Management Plan shall also include details as to all off-site parking to be provided for construction employee vehicles and a transportation plan showing how construction employees will get to and from the construction location while using off-site parking.

3. For all off-site parking the Plan must include documentation of a lease or written approval from the owner of the off-site parking location and the duration and conditions for the use of such parking.
4. Public rights of way, on-street parking spaces and parking lots and garages owned or operated by the City of Clayton cannot be used to satisfy the requirements of a Construction Parking Management Plan.

D. Construction Parking Management Plan – Filing and Approval.

1. An application for approval of a Construction Parking Management Plan must be filed with the Building Official jointly by both the owner of the property on which the construction activity is to take place and the general contractor or construction manager in charge of the construction activity, each of whom shall be jointly and severable responsible for the implementation and management of the Plan, and each of whom shall be jointly and severable liable for any violation thereof.
2. Each application for a Construction Parking Management Plan shall be accompanied by payment of the processing fee established by the Building Official for construction-related permits and approvals from time to time.
3. The application must be filed, and the Construction Parking Management Plan must be approved and issued, prior to or concurrently with the issuance of the any demolition, excavation, building or other construction-related permit issued for the construction activity.

E. Violation of Construction Parking Management Plans – Penalties.

1. It shall be unlawful for any construction employee (as defined in this Section) engaged in construction activity for which a Construction Parking Management Plan has been approved, to park any motor vehicle at any location in the City of Clayton other than at a location authorized by the Construction Parking Management Plan. Any person violating this subsection shall be punished as provided in Section 350.240 of this Chapter.

2. It shall be unlawful for any owner of a construction project for which a Construction Parking Management Plan has been approved to fail to effectively implement or enforce such Plan so as to allow any construction employee engaged in the construction activity of such owner to park any motor vehicle at any location in the City of Clayton other than at a location authorized by the Construction Parking Management Plan. Any person violating this subsection shall be punished by a fine of (a) \$250 for the first time a construction employee parks in an unauthorized location; (b) \$500 if the violation involves a second instance of a construction employee parking in an unauthorized location; and (c) \$1000 if the violation involves a third or more instance of a construction employee parking in an unauthorized location. In addition to any fine, and in addition to the restrictions specified in Section 100.180 of this Code of Ordinances, if there are four or more instances of a construction employee parking in an unauthorized location the Construction Parking Management Plan and any construction-related permits may be suspended or revoked until a remediation and abatement plan is approved by the Building Official and implemented by the owner.
3. It shall be unlawful for any general contractor, construction manager or person in charge of a construction project for which a Construction Parking Management Plan has been approved to fail to effectively implement or enforce such Plan so as to allow any construction employee engaged in the construction activity of such contractor, manager or person in charge to park any motor vehicle at any location in the City of Clayton other than at a location authorized by the Construction Parking Management Plan. Any person violating this subsection shall be punished by a fine of (a) \$250 for the first time a construction employee parks in an unauthorized location; (b) \$500 if the violation involves a second instance of a construction employee parking in an unauthorized location; and (c) \$1000 if the violation involves a third or more instance of a construction employee parking in an unauthorized location. In addition to any fine, and in addition to the restrictions specified in Section 100.180 of this Code of Ordinances, if there are four or more instances of a construction employee parking in an unauthorized location

the Construction Parking Management Plan and any construction-related permits may be suspended or revoked until a remediation and abatement plan is approved by the Building Official and implemented by the general contractor, construction manager or person in charge of the construction activity.

Section Two. 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 Three. 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 Four. 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 _____, 2023.

Mayor

Attest:

City Clerk

Clayton, Missouri Construction Parking Management Plan (CPMP)

All construction projects with a value of \$2,500,000 or higher require an approved CPMP. In addition, projects under \$2,500,000 may also be required by the Building Official to have an approved CPMP. The determination will be based on existing parking conditions in the impacted area. The CPMP is to be submitted as part of the application for a Building Permit or Demolition Permit if needed.

Requirements for the Construction Parking Management Plan:

1. Signatures from the property owner and the general contractor confirming their understanding of the plan, and the penalties associated with non-compliance.
2. An estimated number of workers (employees, contractors, and subcontractors) that will be needed during the most strenuous construction phase.
3. Provide the following if on-site parking is available:
 - A. An addition to the SWPPP delineating:
 - 1) Where all on-site parking will be located (minimum 8.5'x18' per stall).
 - 2) How vehicles will enter and exit the construction site from the street.
4. Provide the following if off-site parking is needed:
 - A. Location of off-site parking to be used.
 - B. Proof of lease or written approval from the off-site parking property owner.
 - C. Transportation plan showing how employees will get to and from the jobsite to the off-site parking location.
5. Right-of-way and all parking spaces owned by the City of Clayton are not proper parking areas for CPMP projects. These areas may only be used for loading, deliveries, and supplies, only with approval from the Public Works Department.

Review and Processing Time

All CPMPs require the review and approval of the Building Official. Processing time is established by the published Review Timeline document maintained by the Planning and Development Services Department and may be amended from time to time.

Processing Fee

A CPMP permit fee in the amount of \$100 shall be assessed for each CPMP application. The CPMP permit fee will be included with the building permit fees.

Enforcement

A Construction Employee vehicle found at any location other than that stipulated in the approved CPMP shall be in violation of the City Code section 350.080.

1. A Parking Ambassador or Building Inspector may issue a citation for a violation of this Chapter. Enforcement shall be through Chapter 350 of the City's Code.
2. All violations are civil infractions. Each violation shall constitute a separate offense. Violations of this chapter, will be punished as follows:
 - a. For a first offense, a \$250.00 fine issued to both contractor and property owner/tenant.
 - b. For a second offense a \$500.00 fine issued to both contractor and property owner/tenant.
 - c. For a third offense a \$1,000.00 fine issued to both contractor and property owner/tenant.
 - d. For each additional/subsequent offense a one-day stop work order issued by the City's Building Official.
 - e. For purposes of this section, an offense shall be deemed to have occurred on the date that the violation occurred.

Revocation of Permits and Other Penalties

The Building Permit or other construction permits associated with any contractor, subcontractor, property owner or tenant who has obtained a valid citation under section 350.080, and who has failed to pay the fine, and failed to ensure the violation is abated, may be revoked or suspended by the City. Failure to comply shall subject such participant to applicable enforcement procedures as adopted by the City under Chapter 100 General Provisions, Chapter 350 Parking Regulations, Chapter 500 Building Codes and Building Regulations, and Chapter 505 Streets, Sidewalk and Other Public Places, or other codes and ordinances adopted by the City of Clayton and may result in fines of up to an additional \$500.00, per day, and liens as provided by law.

How to submit

Apply via the City of Clayton Citizenserve Permitting Portal.

Questions

Thomas Lard, RA
Building Official
(314) 290-8462
tlard@claytonmo.gov



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 19, 2023
SUBJECT: ORDINANCE - A USE AND MAINTENANCE AGREEMENT WITH ST. LOUIS COUNTY LIBRARY DISTRICT FOR THE RIGHT-OF-WAY (ROW) ADJACENT TO REMEMBRANCE PARK

The City of Clayton (City) is preparing to begin construction at Remembrance Park, located at 7811 Maryland Avenue. The City met with representatives from the St. Louis County Library District, which adjoins the park property to the west, to review the construction plan and agreed that Parks and Recreation staff and contractors would need to have access to their property to provide proper care and maintenance to the park that will adjoin the St. Louis County Library District's Mid-Country Branch property. To that end, the City would require that the St. Louis County Library District enter into a Use and Maintenance agreement to clarify responsibility for ongoing use and maintenance of the property.

Before you tonight is a proposed Use and Maintenance Agreement with The Library, the owner of the property located at 7821 Maryland Avenue. If approved, it will become effective January 1, 2024, with terms that include:

- The City may build and maintain a portion of the landscaping for Remembrance Park on Library property as designed.
- City employees and contractors may enter area of adjacent property to perform maintenance and repair work on the park.
- The City can remove the park in the future at the City's discretion.
- The Agreement will run with the land and bind successors to Library's property.

The attached agreement details these requirements and identifies the limits of the park property that is covered by this agreement.

STAFF RECOMMENDATION: To approve the ordinance authorizing a Use and Maintenance Agreement for the property at 7821 Maryland Avenue, contiguous to Remembrance Park.

BILL NO. 7005

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE EXECUTION OF A USE AND MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY ADJACENT TO REMEMBRANCE PARK

WHEREAS, the City of Clayton desires to build a park at 7811 Maryland Avenue named Remembrance Park, that is adjacent to the St. Louis County Library District's Mid-Country Branch located at 7821 Maryland Avenue; and

WHEREAS, Remembrance Park and adjacent properties are depicted in Exhibit A to the Use and Maintenance Agreement attached hereto and referenced herein; and

WHEREAS, the City desires to build a park and intends to install landscaping at the City's Park in such a manner to most effectively utilize the site; and

WHEREAS, landscaping will be installed such that it is not exactly on the property lines between the City's Park and adjacent properties and a portion of the landscaping will be installed on the Adjacent Property; and

WHEREAS, the Adjacent Property Owner agrees to the installation of such landscaping on the Adjacent Property as long as the City maintains such landscaping in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties agree to allow the landscaping to be installed on the Adjacent Property in accordance with the plans attached hereto as Exhibit A and subject to the terms of this Agreement.

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

Section 1. The Board of Aldermen approves on behalf of the City a Use and Maintenance Agreement with St. Louis County Library District, at 7821 Maryland Avenue, in substantial conformity with the terms shown in Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

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

Passed this 19th day of December 2023.

Mayor

ATTEST:

City Clerk



Exhibit A USE AND MAINTENANCE AGREEMENT

Department of Parks and Recreation

10 N. Bemiston Avenue • Clayton, Missouri 63105 • Phone (314) 290-8500

THIS USE AND MAINTENANCE AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, _____, by and between the CITY OF CLAYTON, MISSOURI, a Charter City of the State of Missouri (“City”) and the St. Louis County Library District (“Adjacent Property Owner”).

W-I-T-N-E-S-S-E-T-H

WHEREAS, Adjacent Property Owner is the owner of certain real property commonly known and numbered as 7821 Maryland Ave., Clayton, Missouri, (“Adjacent Property”) which serves as the St. Louis County Library District, Mid-County Branch, and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Adjacent Property”); and

WHEREAS, the Adjacent Property abuts City’s property known and numbered as 7811 Maryland Avenue, Clayton, Missouri, which will be used for park and recreational purposes, and which is depicted on Exhibit A (“City’s Park”); and

WHEREAS, the City desires to build a park and intends to install landscaping at the City’s Park in such a manner to most effectively utilize the site; and

WHEREAS, elements of a portion of the landscaping will be installed on the Adjacent Property; and

WHEREAS, the Adjacent Property Owner agrees to the installation of such landscaping on the Adjacent Property in accordance with the plans attached hereto as Exhibit A and subject to the terms of this Agreement as long as the City maintains such landscaping in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. City May Install Landscaping Per the Attached Design. Adjacent Property Owner agrees that the City shall have the right to install, replace and maintain landscaping on Adjacent Property as depicted on Exhibit A. In addition, Adjacent Property Owner acknowledges and agrees that City employees and contractors may enter an area of Adjacent Property within and next to such landscaping, from time to time, in order to replace or perform maintenance or work on the landscaping or the natural area along the boundary between the City’s Park and Adjacent Property.

2. Landscaping to be Maintained at City's Cost. The parties agree that the landscaping installed by City pursuant to this Agreement will be maintained at the City's cost. The parties also acknowledge that such maintenance shall be in the City's sole and unlimited discretion and the City shall not be obligated, in any way, to perform any particular work with respect to the landscaping.
3. City's Discretion to Remove Landscaping in the Future. Nothing herein shall be construed to require the City to keep the landscaping on the Adjoining Property in place for any specific period of time. The City shall have the right, in its sole and unlimited discretion, to remove the landscaping from the Adjoining Property at any time. If the City elects to remove the landscaping, City shall provide at least 30 day's notice to Adjacent Property Owner prior to doing so, and the Adjacent Property Owner shall have the option to keep the landscaping and assume the responsibility of maintenance, or have the City remove the landscaping and restore the area to lawn, at City's cost.
4. Successors. This Agreement, together with all the terms and conditions set forth herein, shall run with the Adjacent Property and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.
5. Indemnification. To the extent permitted by law, Adjacent Property Owner agrees to indemnify, protect, defend and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the presence of the landscaping on the Adjacent Property or Adjacent Property Owner's use of the Adjacent Property except to the extent arising from or caused by the negligence or willful misconduct of the City, its elected officials, officers, employees and agents.
6. Amendment. This Agreement may not be amended, modified, supplemented or altered except by a writing executed by the parties hereto or their successors-in-interest.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
8. Sovereign Immunity. Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall be deemed to waive the sovereign immunity afforded by law to City or Adjacent Property Owner as public entities.
9. Third-Party Beneficiaries. This Agreement is entered into for the benefit of City and Adjacent Property Owner and no other party and may only be enforced by City and Adjacent Property Owner. This Agreement shall not be construed as an agreement entered into for the benefit of any third party. Nothing in this Agreement shall be construed as creating any contractual relationship between Adjacent Property Owner and any subcontractor, joint-venture partner, consultant, or supplier of City, Nothing in this Agreement shall be construed to confer any benefit upon any subcontractor, joint-venture partner, consultant, or supplier of City, and nothing in this Agreement shall be construed to create an obligation on behalf of Adjacent Property Owner to any subcontractor, joint-venture partner, consultant, or supplier of City.

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

(SEAL)

ATTEST:

By: _____
(signature)

(print)

Title: _____

Adjacent Property Owner

By: _____
(signature)

(print)

(SEAL)

ATTEST:

By: _____
City Clerk

(print)

Date

CITY OF CLAYTON, MISSOURI

By: _____
David Gipson, City Manager

(print)

Date

EXHIBIT A TO AGREEMENT

PLAT OR SURVEY

(Showing City Park,

Adjacent Property and Landscaped Area /

Landscaping Plan)



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 19, 2023
SUBJECT: ORDINANCE - A USE AND MAINTENANCE AGREEMENT BETWEEN THE GATHERING AND THE CITY OF CLAYTON FOR THE RIGHT-OF-WAY ADJACENT TO REMEMBRANCE PARK

The City of Clayton (City) is preparing to begin construction at Remembrance Park, located at 7811 Maryland Avenue. The City met with representatives from The Gathering, which adjoins the park property to the east, to review the construction plan and agreed that Parks and Recreation staff and contractors would need to have access to their property to provide proper care and maintenance to the park that will adjoin The Gathering property. To that end, the City would require that The Gathering enter into a Use and Maintenance agreement to clarify responsibility for ongoing use and maintenance of the property.

Before you tonight is a proposed Use and Maintenance Agreement with The Gathering, the owner of the property located at 101 North Bemiston Avenue. If approved, it will become effective January 1, 2024, with terms that include:

- The City may build and maintain a portion of the landscaping for Remembrance Park on The Gathering property as designed.
- City employees and contractors may enter area of adjacent property to perform maintenance and repair work on the park.
- The City can remove the park in the future at the City's discretion.
- The Agreement will run with the land and bind successors to The Gathering's property.

The attached agreement details these requirements and identifies the limits of the park property that is covered by this agreement.

STAFF RECOMMENDATION: To approve the ordinance authorizing a Use and Maintenance Agreement for the property at 101 North Bemiston Avenue, contiguous to Remembrance Park.

BILL NO. 7006

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE EXECUTION OF A USE AND MAINTENANCE AGREEMENT FOR RIGHT-OF-WAY ADJACENT TO REMEMBRANCE PARK

WHEREAS, the City of Clayton desires to build a park at 7811 Maryland Avenue named Remembrance Park, that is adjacent to The Gathering located at 101 North Bemiston Avenue; and

WHEREAS, Remembrance Park and adjacent properties are depicted in Exhibit A to the Use and Maintenance Agreement attached hereto and referenced herein; and

WHEREAS, the City desires to build a park and intends to install landscaping at the City's Park in such a manner to most effectively utilize the site; and

WHEREAS, landscaping will be installed such that it is not exactly on the property lines between the City's Park and adjacent properties and a portion of the landscaping will be installed on the Adjacent Property; and

WHEREAS, the Adjacent Property Owner agrees to the installation of such landscaping on the Adjacent Property as long as the City maintains such landscaping in accordance with the terms and conditions of this Agreement; and

WHEREAS, the parties agree to allow the landscaping to be installed on the Adjacent Property in accordance with the plans attached hereto as Exhibit A and subject to the terms of this Agreement.

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

Section 1. The Board of Aldermen approves on behalf of the City a Use and Maintenance Agreement with The Gathering, at 101 North Bemiston Avenue, in substantial conformity with the terms shown in Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient, or prudent in order to carry out the intent of this legislation.

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

Passed this 19th day of December 2023.

Mayor

ATTEST:

City Clerk



Exhibit A USE AND MAINTENANCE AGREEMENT

Department of Parks and Recreation

10 N. Bemiston Avenue • Clayton, Missouri 63105 • Phone (314) 290-8500

THIS USE AND MAINTENANCE AGREEMENT (the “Agreement”) is made and entered into this _____ day of _____, _____, by and between the CITY OF CLAYTON, MISSOURI, a Charter City of the State of Missouri (“City”) and The Gathering (“Adjacent Property Owner”).

W-I-T-N-E-S-S-E-T-H

WHEREAS, Adjacent Property Owner is the owner of certain real property commonly known and numbered as 101 North Bemiston Ave., Clayton, Missouri, (“Adjacent Property”) which serves as The Gathering and more particularly described and depicted in Exhibit A, attached hereto and incorporated herein by reference (“Adjacent Property”); and

WHEREAS, the Adjacent Property abuts City’s property known and numbered as 101 North Bemiston Avenue, Clayton, Missouri, which will be used for park and recreational purposes, and which is depicted on Exhibit A (“City’s Park”); and

WHEREAS, the City desires to build a park and intends to install landscaping at the City’s Park in such a manner to most effectively utilize the site; and

WHEREAS, elements of a portion of the landscaping will be installed on the Adjacent Property; and

WHEREAS, the Adjacent Property Owner agrees to the installation of such landscaping on the Adjacent Property in accordance with the plans attached hereto as Exhibit A and subject to the terms of this Agreement as long as the City maintains such landscaping in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements set forth herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. City May Install Landscaping Per the Attached Design. Adjacent Property Owner agrees that the City shall have the right to install, replace and maintain landscaping on Adjacent Property as depicted on Exhibit A. In addition, Adjacent Property Owner acknowledges and agrees that City employees and contractors may enter an area of Adjacent Property within and next to such landscaping, from time to time, in order to replace or perform maintenance or work on the landscaping or the natural area along the boundary between the City’s Park and Adjacent Property.

2. Landscaping to be Maintained at City's Cost. The parties agree that the landscaping installed by City pursuant to this Agreement will be maintained at the City's cost. The parties also acknowledge that such maintenance shall be in the City's sole and unlimited discretion and the City shall not be obligated, in any way, to perform any particular work with respect to the landscaping.
3. City's Discretion to Remove Landscaping in the Future. Nothing herein shall be construed to require the City to keep the landscaping on the Adjoining Property in place for any specific period of time. The City shall have the right, in its sole and unlimited discretion, to remove the landscaping from the Adjoining Property at any time. If the City elects to remove the landscaping, City shall provide at least 30 day's notice to Adjacent Property Owner prior to doing so, and the Adjacent Property Owner shall have the option to keep the landscaping and assume the responsibility of maintenance, or have the City remove the landscaping and restore the area to lawn, at City's cost.
4. Successors. This Agreement, together with all the terms and conditions set forth herein, shall run with the Adjacent Property and shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.
5. Indemnification. To the extent permitted by law, Adjacent Property Owner agrees to indemnify, protect, defend and hold harmless the City, its elected officials, officers, employees and agents from and against any and all claims, demands, losses, damages, liabilities, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, remedial actions of any kind, and all costs and expenses of any kind, including, without limitation, reasonable attorney's fees and costs of defense arising, directly or indirectly, in whole or in part, out of the presence of the landscaping on the Adjacent Property or Adjacent Property Owner's use of the Adjacent Property except to the extent arising from or caused by the negligence or willful misconduct of the City, its elected officials, officers, employees and agents.
6. Amendment. This Agreement may not be amended, modified, supplemented or altered except by a writing executed by the parties hereto or their successors-in-interest.
7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.
8. Sovereign Immunity. Notwithstanding any provision in this Agreement to the contrary, nothing in this Agreement shall be deemed to waive the sovereign immunity afforded by law to City or Adjacent Property Owner as public entities.
9. Third-Party Beneficiaries. This Agreement is entered into for the benefit of City and Adjacent Property Owner and no other party and may only be enforced by City and Adjacent Property Owner. This Agreement shall not be construed as an agreement entered into for the benefit of any third party. Nothing in this Agreement shall be construed as creating any contractual relationship between Adjacent Property Owner and any subcontractor, joint-venture partner, consultant, or supplier of City, Nothing in this Agreement shall be construed to confer any benefit upon any subcontractor, joint-venture partner, consultant, or supplier of City, and nothing in this Agreement shall be construed to create an obligation on behalf of Adjacent Property Owner to any subcontractor, joint-venture partner, consultant, or supplier of City.

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

(SEAL)

ATTEST:

By: _____
(signature)

(print)

Title: _____

Adjacent Property Owner

By: _____
(signature)

(print)

(SEAL)

ATTEST:

By: _____
City Clerk

(print)

Date

CITY OF CLAYTON, MISSOURI

By: _____
David Gipson, City Manager

(print)

Date

EXHIBIT A TO AGREEMENT

PLAT OR SURVEY

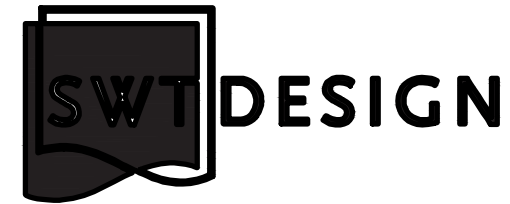
(Showing City Park,

Adjacent Property and Landscaped Area /

Landscaping Plan)

MARYLAND AVENUE PARK CONSTRUCTION PROJECT

CITY OF CLAYTON, MO
50 GAY AVE.
CLAYTON, MO 63105



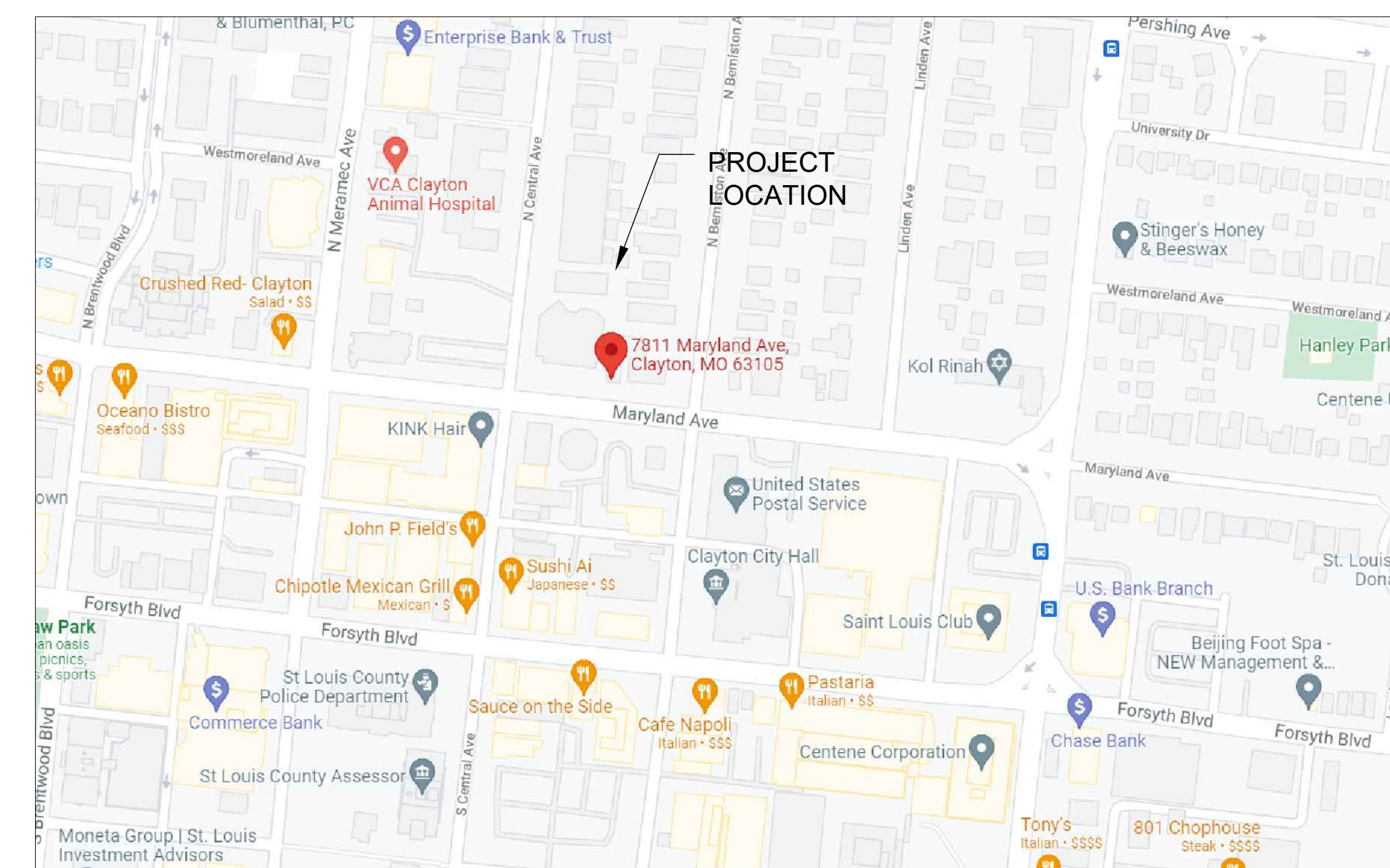
PREPARED FOR - BID
MSD # 12MSD-00565
CLAYTON # 2022.PK.64.101
ISSUE DATE - 3/17/2022

DRAWING INDEX:

- COVER SHEET
- L-001 NOTES AND LEGENDS
- LD-100 DEMOLITION AND TREE PROTECTION PLAN
- LD-110 SWPPP
- LD-111 SWPPP
- C-110 LAYOUT KEY PLAN
- C-111 UTILITIES PLAN
- C-120 GRADING PLAN
- L-140 PLANTING PLAN/SCHEDULE
- L-170 AREAS TO BE IRRIGATED PLAN
- L-500 HARDSCAPE DETAILS
- L-501 HARDSCAPE DETAILS
- L-502 HARDSCAPE DETAILS
- L-520 PLANTING DETAILS



EXISTING SITE PHOTO



VICINITY MAP:
N.T.S.

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

Chantal Block - Civil Engineer
MO # PE-2014016926

NOT FOR CONSTRUCTION

SWT Design, Inc.
Missouri State Certificate of
Authority #2019038750

KEY PLAN

Issuances

No.	Description	Date
1	BID SET	3/17/22

Revisions

No.	Description	Date
-----	-------------	------

SWT No. 20788.05

Drawn ZS Reviewed CMB

Sheet Title

Number

NOTES:

- THESE NOTES PERTAIN TO ALL CONSTRUCTION AND THE FOLLOWING DOCUMENTS.
- DO NOT SCALE DRAWINGS. USE DIMENSIONS SHOWN.
- SITE DIMENSIONS ARE TO FACE OF CURB, PROPERTY LINE, OR FACE OF BUILDING UNLESS OTHERWISE NOTED. ALL DIMENSIONS AND RADII TO OR FROM CURB LINES ARE TO FACE OF CURB. CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF EXISTING SITE CONDITIONS DIFFER FROM THOSE SHOWN ON PLANS.
- ALL QUESTIONS REGARDING THESE CONSTRUCTION DOCUMENTS SHALL BE SUBMITTED IN WRITING TO THE GENERAL CONTRACTOR.
- THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS TO ACCOMPLISH THIS WORK. THE COST OF THESE PERMITS SHALL BE INCLUDED IN THE CONTRACT AMOUNT.
- PRIOR TO BEGINNING ANY WORK ON THE SITE, THE CONTRACTOR SHALL CONTACT THE OWNER FOR SPECIFIC INSTRUCTIONS RELEVANT TO THE SEQUENCING OF THE WORK.
- THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR WITH ALL OF THE CONDITIONS THAT PERTAIN TO THE WORK DESCRIBED HEREIN. THE FAILURE TO UNDERSTAND OR TO HAVE KNOWLEDGE OF ISSUES THAT COULD HAVE BEEN DETERMINED PRIOR TO BIDDING WILL NOT CONSTITUTE GROUNDS FOR ASKING FOR WORK CHANGE ORDERS OR EXTRA WORK.
- THIS SET OF PLANS IS SUFFICIENT FOR OBTAINING A BUILDING PERMIT, HOWEVER, ALL MATERIALS AND METHODS OF CONSTRUCTION NECESSARY TO COMPLETE THE PROJECT ARE NOT NECESSARILY DESCRIBED. THE PLANS DELINEATE AND DESCRIBE ONLY LOCATIONS, DIMENSIONS, TYPES OF MATERIALS AND GENERAL METHODS OF ASSEMBLING OR FASTENING. THE SPECIFICATIONS INCLUDED WITH THIS PLAN SET SPECIFY PARTICULAR PRODUCTS OR MATERIALS RECOMMENDED FOR THIS DESIGN. THE IMPLEMENTATION OF THESE PLANS REQUIRES THAT THE CONTRACTOR IS THOROUGHLY KNOWLEDGEABLE WITH THE APPLICABLE BUILDING CODES AND METHODS FOR CONSTRUCTION SPECIFIC TO THIS PROJECT AND TYPE OF CONSTRUCTION. THE CONTRACTOR SHALL ENSURE THAT ALL LABOR, MATERIALS, EQUIPMENT, AND TRANSPORTATION SHALL BE INCLUDED IN THE WORK FOR THE COMPLETE EXECUTION OF THE PROJECT. THE LANDSCAPE ARCHITECT SHALL NOT BE RESPONSIBLE FOR THE MEANS, METHODS, OR SEQUENCING OF CONSTRUCTION.
- USE OF EXPLOSIVES OR BURNING ON SITE IS PROHIBITED.
- GENERAL CONTRACTOR SHALL COORDINATE ALL WORK BETWEEN ELECTRICAL, PLUMBING, LANDSCAPE, IRRIGATION, AND OTHER TRADE CONTRACTORS.
- ALL UNDERGROUND FACILITIES, STRUCTURES, AND UTILITIES HAVE BEEN PLOTTED FROM THE SURVEY PROVIDED BY THE OWNER. THEREFORE, THE RELATIONSHIP BETWEEN PROPOSED WORK AND EXISTING FACILITIES, STRUCTURES, AND UTILITIES MUST BE CONSIDERED APPROXIMATE. THE CONTRACTOR SHALL VERIFY THE LOCATION OF EXISTING UTILITIES PRIOR TO ANY GRADING OPERATIONS AND PROTECT THE UTILITIES DURING THIS WORK. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION AND EXISTENCE OF ANY UTILITIES NOT SHOWN. ALL UTILITIES SHALL BE LOCATED AND MARKED BOTH HORIZONTALLY AND VERTICALLY TO ENSURE CLEARANCE OF ANY PROPOSED SITE WORK. UTILITY COMPANY REPRESENTATIVES SHALL BE ON SITE DURING TIMES OF EXCAVATION IN THE VICINITY OF THEIR FACILITIES. ANY DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS TO BE ADDRESSED TO OWNER'S REPRESENTATIVE PRIOR TO CONTINUATION OF THE WORK.
- ALL ELEVATIONS ARE BASED ON INFORMATION PROVIDED BY THE OWNER.
- ALL EXCAVATION, WHETHER UTILITY TRENCHES OR FOOTING EXCAVATIONS, SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "CONSTRUCTION STANDARDS FOR EXCAVATION." SIGNS, LIGHTS, AND BARRICADES SHALL BE INSTALLED AT LOCATIONS NECESSARY TO MAINTAIN A SAFE WORK SITE CONDITION AS DIRECTED/APPROVED BY THE OWNER AND IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES." DO NOT DISTURB ANY UTILITIES UNLESS OTHERWISE NOTED.
- THE APPROPRIATE UTILITY AGENCY SHALL BE NOTIFIED PRIOR TO THE COMMENCEMENT OF ANY WORK WHICH WILL AFFECT AN EXISTING UTILITY.
- SILTATION AND EROSION CONTROL DEVICES SHALL BE INSTALLED AS NECESSARY PRIOR TO ANY GRADING OPERATIONS AND SHALL BE INSPECTED AND MAINTAINED DAILY AFTER PERIODS OF PRECIPITATION ON A REGULAR BASIS UNTIL SUFFICIENT VEGETATION HAS BEEN ESTABLISHED ON THE SITE TO PREVENT EROSION. ADDITIONAL EROSION CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR AS NEEDED, UPON WRITTEN APPROVAL BY LANDSCAPE ARCHITECT.
- HAUL ROUTE APPROVAL SHALL BE OBTAINED FROM THE OWNER PRIOR TO COMMENCEMENT OF HAULING.
- THE CONTRACTOR SHALL KEEP EXISTING ROADWAYS AND SIDEWALKS CLEAN OF MUD AND DEBRIS AT ALL TIMES.
- NO AREA SHALL BE CLEARED WITHOUT THE PERMISSION OF THE OWNER.
- NOTIFY LANDSCAPE ARCHITECT IN THE EVENT OF ANY CONFLICT DURING GRADING AND EXCAVATING WITH EXISTING TREE ROOTS.
- IF REMOVING PAVEMENT, SIDEWALKS, AND OTHER SIMILAR IMPROVEMENTS AND WHERE A PORTION OF SUCH IMPROVEMENTS ARE TO BE LEFT IN PLACE, THEY SHALL BE REMOVED TO AN EXISTING JOINT OR SAW CUT AT LIMITS OF REMOVAL.
- ALL DEBRIS RESULTING FROM THE DEMOLITION OF RIGID PAVEMENTS, CURBING, STRUCTURES, FOUNDATIONS, AND FOOTINGS SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF UNLESS NOTED OTHERWISE IN THE PROJECT SPECIFICATIONS.
- AFTER ALL ASPHALT AND CONCRETE PAVING HAS BEEN REMOVED, CONTRACTOR SHALL DISC AND TURN EXISTING GRANULAR BASE THOROUGHLY AS REQUIRED TO DRY BASE MATERIAL.
- ALL CUT AREAS AND AREAS TO RECEIVE FILL AND BACKFILL SHALL BE STRIPPED OF TOPSOIL, SOFT SOIL, AND OTHER DELETERIOUS MATERIALS. TOPSOIL TO BE STOCKPILED FOR LATER USE DURING LANDSCAPING OR BE REMOVED FROM THE SITE UPON OWNER'S WRITTEN APPROVAL.
- ALL TRASH, DEBRIS, ORGANIC MATERIAL, REFUSE, FROZEN EARTH, ETC. SHALL BE REMOVED FROM FILL AREAS PRIOR TO PLACEMENT OF CONTROLLED FILL AND BE PROPERLY DISPOSED OF FROM THE THE SITE PER LOCAL REGULATIONS. ALL FILLS AND BACKFILLS SHALL BE MADE OF SELECTED EARTH MATERIALS, FREE FROM BROKEN MASONRY, ROCK, FROZEN EARTH, RUBBISH, ORGANIC MATERIAL, AND DEBRIS.
- CARE SHALL BE EXERCISED IN COMPACTION OF BACKFILL MATERIALS OVER THE TOP OF STRUCTURES OR PIPES IN ORDER TO PREVENT DAMAGE TO PIPES, JOINTS, SEALS, STRUCTURES, AND/OR WATERPROOFING MEMBRANES.
- REFERENCE LINES AND GRADES SHALL BE MAINTAINED DURING THE PROGRESS OF THE WORK. ALL GRADES SHALL BE WITHIN 0.1 FEET OF THOSE SHOWN ON THE GRADING PLAN, EXCEPT AS INDICATED IN THE PROJECT SPECIFICATIONS.
- THE TOLERANCE OF ALL LINES AND GRADES IN THE SUBGRADE CROSS SECTION TO BE +/- 1" BELOW A 10' STRAIGHT EDGE.
- ELEVATIONS AND CONTOURS SHOWN ARE TO TOP OF FINISHED GROUND OR PAVED SURFACE, UNLESS NOTED OTHERWISE, AND SHOULD MEET ALL EXISTING SURFACES.
- SEE SITE CIVIL DRAWINGS FOR ADDITIONAL GRADING INFORMATION AND UNDERGROUND UTILITIES.

- VERIFY THAT ALL GRADES PROVIDE POSITIVE DRAINAGE AWAY FROM THE BUILDING AND COORDINATE WITH CIVIL ENGINEERING DRAWINGS AND EXISTING TOPOGRAPHY.
- FINAL GRADING WITHIN CURB LINE SHALL BE VERIFIED BY OWNER'S REPRESENTATIVE PRIOR TO PLANTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO PROTECT GRADED AREAS, AND IF NECESSARY, RESTORE TO GRADE ANY RUTS, WASHES, OR OTHER CHANGES FROM THE DESIGN ELEVATIONS SHOWN HERE, UNTIL THE GRADING WORK IS ACCEPTED BY THE OWNER.
- CONTRACTOR TO PROVIDE SAMPLES AND MOCKUPS OF ALL MATERIAL FOR OWNER'S REPRESENTATIVE'S APPROVAL. COLORS TO BE REVIEWED AND APPROVED BY OWNER. MOCKUP SHALL BE A MINIMUM OF 4' X 4', UNLESS OTHERWISE NOTED IN SPECIFICATIONS, INDICATING MATERIALS AND PATTERN FOR OWNER'S REPRESENTATIVE'S APPROVAL. ALL MATERIAL TYPES, COLORS, FINISHES, AND PROCESSES SHALL BE SELECTED AN APPROVED BY OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT. SAMPLES AND MOCKUPS SHALL INCLUDE:
 - ALL JOINTS, SEALANTS, AND COLORS.
 - DECORATIVE CONCRETE PAVING (COLORED, EXPOSED AGGREGATE, STAMPED).
 - PAVERS
 - STORM DRAIN UTILITIES.
 - RETAINING WALLS (CONCRETE, BRICK).
- SUBMIT PHOTOGRAPHS OF BOULDERS FOR LANDSCAPE ARCHITECT'S APPROVAL.
- INSTALL GRANULAR BASE PER DRAWINGS NOTES, DETAILS, AND/OR SPECIFICATIONS.
- ALL EXTERIOR PAVEMENT SHALL MEET BUILDING FINISHED FLOOR AND/OR EXISTING PAVEMENT ELEVATIONS.
- ALL TRENCHES UNDER OR ADJACENT TO PROPOSED PAVEMENT OR SIDEWALKS SHALL BE BACKFILLED TO SUBGRADE ELEVATION WITH COMPACTED 3/4-INCH MINUS CRUSHED LIMESTONE. CRUSHED LIMESTONE SHALL BE COMPACTED AS SPECIFIED.
- ALL BOULDERS AND PLANTING AREAS WITHIN PAVEMENT TO BE LAID OUT IN THE FIELD BY THE CONTRACTOR FOR APPROVAL OWNER'S REPRESENTATIVE/LANDSCAPE ARCHITECT PRIOR TO ANY CONSTRUCTION.
- ALL WALKWAY SURFACES SHALL BE LESS THAN 5% SLOPE, 2% CROSS SLOPE AND SHALL MEET ALL ADA REQUIREMENTS.
- ALL SURFACES SHALL PITCH AWAY FROM THE BUILDING AT A MINIMUM OF 2%, OR AS NOTED.
- COORDINATE SLEEVES WITH IRRIGATION AND ELECTRICAL CONTRACTORS.
- THE CONTRACTOR SHALL RESTORE TO ORIGINAL CONDITION ALL "OFF SITE" AREAS/PROPERTY AND EASEMENTS DISTURBED BY HIS OPERATIONS.
- CONTRACTOR SHALL REPLACE AT HIS/HER EXPENSE ANY SIGNS DAMAGED OR LOST DURING REMOVAL, STORAGE OR RESETTING. THE IMPROVEMENT PLANS SHOW THE LOCATIONS WHERE SIGNS ARE TO BE RESET, AND THE OWNER SHALL APPROVE THE FINAL LOCATIONS.
- HAND RAKE ALL FINISH GRADING TO HAVE SMOOTH AND CONTINUOUS TRANSITIONS TO THE EXISTING GRADE. ALL FINAL GRADING TO BE APPROVED BY THE OWNER OR LANDSCAPE ARCHITECT PRIOR TO SEEDING OR SODDING. FINISH GRADING TOLERANCE TO BE +/- 1/2" BELOW 10' STRAIGHT EDGE.
- SEED AND STRAW ALL DISTURBED AREAS NOT NOTED TO BE IMPROVED PER WRITTEN SPECIFICATIONS.

LIGHTING AND ELECTRICAL NOTES:

- SITE LIGHTING PLAN IS FOR LOCATIONS AND FIXTURES SELECTION ONLY. ALL ELECTRICAL BY OTHERS.
- ELECTRICAL CONTRACTOR SHALL INSTALL LANDSCAPE LIGHTING EQUIPMENT AS SHOWN ON LANDSCAPE ARCHITECTURAL DOCUMENTS UPON VERIFICATION OF LOCATIONS WITH LANDSCAPE ARCHITECT AND LIGHTING DESIGNER.
- ALL CIRCUITING SHALL BE AS INDICATED ON ELECTRICAL ENGINEERS DOCUMENTS.
- LIGHTING CONTRACTOR IS TO FIELD STAKE ALL LIGHTING LOCATIONS FOR OWNER'S REPRESENTATIVE APPROVAL.
- LIGHTING CONTRACTOR TO COORDINATE LOCATIONS OF TREE UP-LIGHTS WITH LANDSCAPE CONTRACTOR.
- ALL LIGHTING FOOTINGS SHALL BE THE RESPONSIBILITY OF LIGHTING CONTRACTOR. ALL BASES SHALL BE FLUSH WITH PAVEMENT OR 1" ABOVE GRADE. PROVIDE SHOP DRAWINGS INDICATING FOOTING REQUIREMENTS FOR OWNER'S REPRESENTATIVE APPROVAL. ALL LIGHT FIXTURE FOOTINGS SHALL NOT EXCEED MORE THAN 2" BEYOND BASE OF FIXTURE/POLE.
- LIGHTING CONTRACTOR TO PROVIDE SEALED ENGINEERING DRAWINGS FOR FOOTINGS IF CITY REQUIRES.
- REFER TO ELECTRICAL PLANS FOR MORE INFORMATION REGARDING LIGHT FIXTURES AND WIRING.
- LIGHTING CONTRACTOR SHALL PROVIDE COMPLETE PRODUCT CUT SHEETS, SHOP DRAWINGS, AND DETAILS FOR INSTALLATION.
- FIXTURE TYPE IFX AS INDICATED ON SCHEDULE INCLUDES ILLUMINATOR WITH ARTIFICIAL ROCKCOVER, 2 - 20' CABLE RUNS, 4 - 30' CABLE RUNS, 2 - 40' CABLE RUNS.

PLANTING NOTES:

- CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS PERTAINING TO THE INSPECTION FOR PLANT DISEASE AND INSECT INFESTATION.
- LANDSCAPE ARCHITECT SHALL APPROVE ALL PLANT MATERIAL AND PLACEMENT PRIOR TO INSTALLATION. CONTACT LANDSCAPE ARCHITECT AT LEAST TWO (2) WEEKS PRIOR TO REVIEW.
- ALL TREES AND SHRUBS SHALL EQUAL OR SURPASS AMERICAN STANDARDS FOR NURSERY STOCK ANSI Z60.1, 2004 FOR SIZE AND QUALITY. CONTRACTOR SHALL VERIFY THE PLANT MATERIAL IS PROPERLY LABELED, IS OF PROPER SIZE, HAS A WELL DEVELOPED BRANCH AND ROOT STRUCTURE, AND IS IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN. COMPLY WITH THE FOLLOWING:
 - DO NOT PRUNE PLANT MATERIAL PRIOR TO DELIVERY WITHOUT SPECIFIC APPROVAL BY LANDSCAPE ARCHITECT.
 - PLANTS ARE SUBJECT TO LANDSCAPE ARCHITECT INSPECTION FOR SIZE, VARIETY, CONDITION, LATENT DEFECTS, AND INJURY AT THE PLACE OF GROWTH AND AT THE PROJECT SITE AT ANY TIME BEFORE AND DURING PROGRESS OF WORK.
 - WHEN REQUESTED BY LANDSCAPE ARCHITECT, SHOW SAMPLES TO PROVE THAT NO ROOT BOUND CONDITIONS EXIST.
 - REMOVE REJECTED PLANTS FROM THE SITE IMMEDIATELY AND REPLACE WITH ACCEPTABLE AND LANDSCAPE ARCHITECT APPROVED MATERIALS.
 - REPLACEMENT PLANTS SHALL BE THE SAME TYPE AND SIZE AS ORIGINALLY PLANTED.
- SUBSTITUTIONS WILL NOT BE PERMITTED WITHOUT THE LANDSCAPE ARCHITECT'S WRITTEN APPROVAL.
- CONTRACTOR SHALL PROVIDE A WRITTEN GUARANTEE TO THE OWNER THAT ALL TREES, SHRUBS, AND PLANT MATERIALS WILL MAINTAIN VIGOROUS AND HEALTHY GROWTH FOR THE SPECIFIED GUARANTEE PERIOD OF ONE YEAR, UNLESS OTHERWISE STATED.
- GUARANTEE PERIOD SHALL BEGIN ON THE DATE OF FINAL WRITTEN ACCEPTANCE OF WORK BY OWNER, AFTER SUCCESSFUL COMPLETION OF THE SPECIFIED MAINTENANCE PERIOD.
- CONTRACTOR SHALL REMOVE TAGS, LABELS, NURSERY STAKES, WIRE BASKETS OR CAGES, AND TIES FROM ALL PLANTS.
- SOIL PREPARATION, FERTILIZATION, PLANTING, AND STAKING AND GUYING SHALL CONFORM TO DETAILS AND SPECIFICATIONS.
- PLANT MATERIAL QUANTITIES ARE PROVIDED FOR PRELIMINARY COST ESTIMATE PURPOSES ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING QUANTITIES AS SHOWN ON PLANS.
- CONTRACTOR SHALL COORDINATE LOCATION OF PLANT MATERIAL WITH ALL OTHER CONTRACTORS.
- ALL PLANT PIT EXCAVATION SHALL BE PER DETAILS AND SPECIFICATIONS.
- IF PLANTING PITS ARE EXCAVATED USING A POWER AUGER, BREAK VERTICAL SIDES WITH A BALLING BAR OR SPADE TO INTERRUPT CONTINUOUS CURVE INFLUENCE ON ROOT DEVELOPMENT.
- ALL SOIL FOR LANDSCAPE PLANTING AREAS OR BERMS SHALL BE OBTAINED FROM OFF-SITE EXCAVATIONS AND CONTRACTOR SHALL INDICATE SOURCE LOCATION. SOILS SHALL BE SANDY LOAM CONTAINING NO TOXIC CHEMICALS OR ELEMENTS WHICH MAY INHIBIT OR RETARD NORMAL PLANT GROWTH. CONTRACTOR SHALL PROVIDE A SOIL SUITABILITY TEST TO DETERMINE SOIL FERTILITY. THE RESULTS OF THIS SOIL STUDY WILL SERVE AS THE RECOMMENDATIONS FOR ANY NECESSARY SOIL AMENDMENTS. SOIL SURVEY RESULTS WILL BE PROVIDE TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO SOIL PLACEMENT. ALL SOIL AMENDMENTS SHALL CONFORM TO INDUSTRY STANDARDS.
- CONTRACTOR SHALL KILL AND REMOVE ALL EXISTING WEEDS FROM SITE.
- SOIL PREPARATION AND BACKFILL RECOMMENDATIONS CONTAINED WITHIN THESE PLANS AND/OR SPECIFICATIONS ARE FOR BID PURPOSES ONLY. FINAL SOIL ANALYSIS RECOMMENDATIONS SHALL SUPERSEDE. SEE SPECIFICATIONS.
- CONTRACTOR SHALL OBTAIN A MINIMUM OF ONE SOIL SAMPLE FOR TESTING FROM EACH PLANTING AREA AS SHOWN ON PLAN. A COPY OF THE SOILS REPORT WITH RECOMMENDATIONS SHALL BE GIVEN TO THE OWNER AND THE LANDSCAPE ARCHITECT PRIOR TO ANY WORK BEING DONE. THE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT OF ANY SOIL PROBLEMS THAT MIGHT AFFECT PLANT GROWTH.
- CONTRACTOR SHALL INSTALL AMENDED SOIL MIX PER SOIL ANALYSIS RECOMMENDATIONS AND AS APPROVED BY LANDSCAPE ARCHITECT. SCARIFY SUBSOIL, INSTALL AND INCORPORATE AMENDED TOPSOIL AS PER SPECIFICATIONS, IN ALL PLANTING AND LAWN AREAS.
- AMENDED SOIL MIX TO BE INSTALLED UP TO 2" BELOW FINISH GRADE ADJACENT TO PAVEMENT AND BUILDING STRUCTURES AT PLANTING AREAS TO ALLOW FOR MULCH; AND 3/4" BELOW FINISH GRADE ADJACENT TO BUILDING STRUCTURES AND PAVEMENT AT TURF AREAS.
- BERMS AND SLOPES ADJACENT TO PAVEMENT TO BE GRADED PER DETAILS.
- CONTRACTOR SHALL REMOVE ALL EXCESS SOIL, CONTAMINATED SOILS, ROCKS, CLODS, AND DEBRIS AS IT ACCUMULATES ON A DAILY BASIS.
- CONTRACTOR SHALL GRADE AROUND ALL PLANTS TO FINISH GRADE UNLESS OTHERWISE NOTED.
- ALL LANDSCAPE AREAS (EXCLUDING TURF) ARE TO BE MULCHED WITH A 2" DEEP LAYER OF BARK MULCH AT THE CONCLUSION OF PLANTING OPERATIONS. MULCH SHALL BE DOUBLE GROUND, WELL DECOMPOSED BARK MULCH, 1" DIAMETER IN SIZE OR SMALLER.
- ALL TRANSITIONS BETWEEN PLANTING BEDS AND LAWNS ARE TO BE SPADE CUT EDGE, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL FIELD VERIFY THE EXTENT OF EXISTING IRRIGATION (IF ANY) AND ADJUST PLANT LAYOUT IN COORDINATION WITH NEW PLANTINGS AND IRRIGATION, IF APPLICABLE.
- ALL PLANTINGS, EXCLUDING SEED AND SOD, SHALL BE HELD 3' CLEAR OF FIRE HYDRANTS.
- ALL PLANTING AREAS WITHIN CONCRETE PAVING TO BE LAID OUT IN THE FIELD BY THE CONTRACTOR FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO ANY CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR TO COORDINATE INSTALLATION OF ALL LIGHTING EQUIPMENT PER THE LIGHTING SHEET AND PER DIRECTIONS AND APPROVAL OF THE LANDSCAPE ARCHITECT IN THE FIELD. SEE ELECTRICAL PLANS FOR INFORMATION ON WIRING, TYPICAL.

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

LEGEND

- + TC 600.75 TOP OF CURB ELEVATION
- + BC 600.25 BOTTOM OF CURB ELEVATION
- + TW 600.75 TOP OF WALL ELEVATION
- + BW 595.25 BOTTOM OF WALL ELEVATION
- + 600.75 SPOT ELEVATION
- 600 CONTOURS
- EJ EXPANSION JOINTS
- CJ CONTROL JOINT
- PA PLANTING AREA



STANDARD CONCRETE PAVING

5" THICK CONCRETE PAVING, PER CITY OF CLAYTON STANDARD STREETScape DETAILS. JOINT LAYOUT PER PLAN.



NOT USED



DECOMPOSED GRANITE PAVING

NO 4 TO NO.200 CRUSHED GRAY GRANITE SCREENINGS WITH ORGANIC-LOCK STABILIZING BINDER (OR APPROVED EQUAL). SEE DETAIL D1L-500 SIEVE DESIGNATION RANGE OF % PASSING:
 NO. 3/8" 100%
 NO. 4 95%-100%
 NO. 8 75% - 80%
 NO. 16 55% - 65%
 NO. 30 40% - 50%
 NO. 50 25% - 35%
 NO. 100 15% - 20%
 NO. 200 10% - 15%



CONCRETE RETAINING WALL

STANDARD GRAY REINFORCED CONCRETE. SMOOTH RUBBED FINISH. 3/4" CHAMFERED CORNERS. FOOTINGS AND REINFORCING SHOWN IN DETAILS IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING DRAWINGS SEALED BY A MISSOURI LICENSED ENGINEER FOR OWNER/LANDSCAPE ARCHITECTS REVIEW AND APPROVAL. SEE DETAIL B1L-500.



BRICK RETAINING WALL

RED BRICK VENEER RETAINING WALL. BRICK TO MATCH EXISTING BRICK AT THE GATHERING. SUBMIT BRICK SAMPLE FOR OWNER/LANDSCAPE ARCHITECTS APPROVAL. SEE DETAILS AND PLANS FOR WALL DESIGN INTENT. ALL FOOTINGS AND REINFORCEMENT SHOWN ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING DRAWINGS SEALED BY A MISSOURI LICENSED ENGINEER FOR OWNER/LANDSCAPE ARCHITECTS REVIEW AND APPROVAL. SEE DETAIL A1L-500.



SEATWALL

REINFORCED CONCRETE WITH COMPOSITE DECKING SEATING TOPS PER DETAIL C1L-500. SUBMIT DECKING COLOR RANGE FOR SELECTION.



LIVEWALL

32" LONG BY 9'-8" TALL FREE STANDING LIVEWALL SYSTEM WITH INTEGRATED IRRIGATION. SEE DESIGN INTENT DETAILS ON SHEETS L-501 AND L-502. CONTRACTOR TO PROVIDE MANUFACTURER'S SHOP DRAWINGS FOR REVIEW AND APPROVAL. LIVEWALL, LLC 14109 CLEVELAND ST NUNICA, MI 49448 PHONE: 616-842-1382 TOLL FREE: 877-554-4065



NOT USED



SITE FURNITURE

OWNER FURNISHED, OWNER INSTALLED



DRINKING FOUNTAIN ROUGH IN

INSTALL DRAIN LINE TO GRAVEL SUMP. STUB UP AND CAP AT GRADE FOR FUTURE USE. INSTALL WATER VALVE AT GRADE. STUB UP AND CAP WATER LINE FROM VALVE FOR FUTURE USE. DRINKING FOUNTAIN FURNISHED AND INSTALLED BY OWNER.

Prepared For:



50 GAY AVE. CLAYTON, MO 63105

Project:
7811 MARYLAND AVENUE PARK
 7811 Maryland Ave Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd. St. Louis, MO 63119 t. 314.644.5700

Chantal Block - Civil Engineer MO # PE-2014016928

SWT Design, Inc. Missouri State Certificate of Authority #2019038750

KEY PLAN

Issuances

No.	Description	Date
1	BID SET	3/17/22

Revisions

No.	Description	Date
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SWT No. 20788.05

Drawn	Reviewed
ZS	CMB

Sheet Title
 NOTES AND LEGENDS

Number

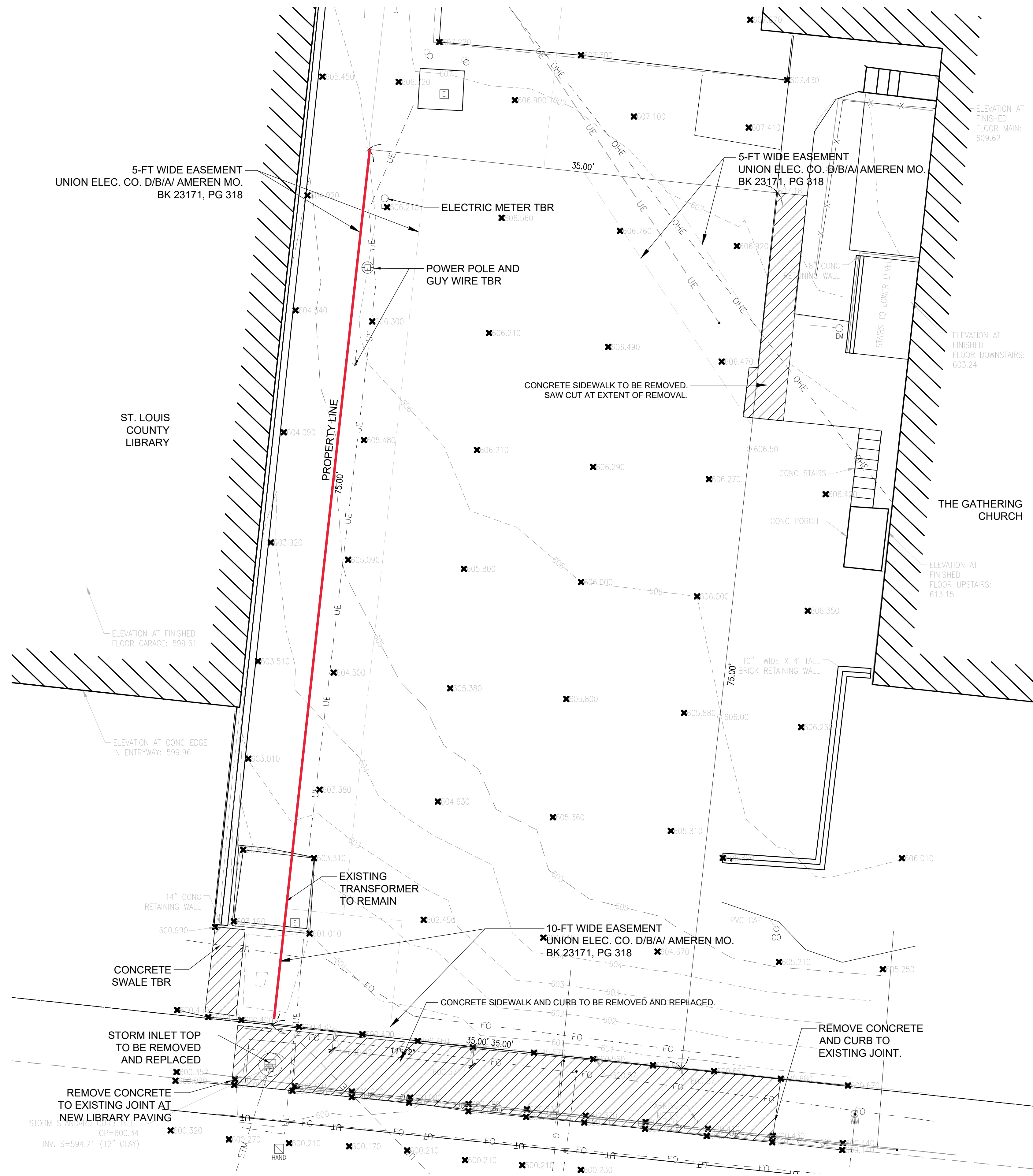
L-001

MSD PROJECT NO.: 12MSD-00565
 MSD BASEMAP NO.: 18K3

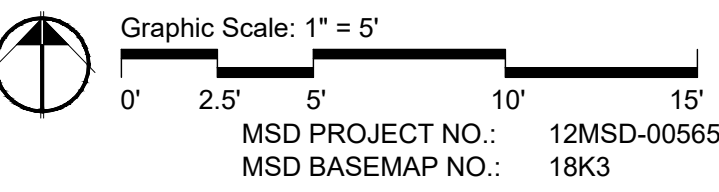
Call Before you DIG
 TOLL FREE
1-800-344-7483
 MISSOURI ONE-CALL SYSTEM INC.
MODOT (314) 340-4100

ALL NOTES AND LEGENDS ARE LOCATED ON SHEETS L-001 AND L-002.

EXHIBIT A



A DEMOLITION PLAN
SCALE: 1" = 5'



March 14, 2022 - 100% CD DRAFT SET

Call Before you DIG
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1-800-344-7483
 MISSOURI ONE-CALL SYSTEM INC.
 MODOT (314) 340-4100

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



Prepared For:
 50 GAY AVE.
 CLAYTON, MO 63105
 Project:
7811 MARYLAND AVENUE PARK
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KEY PLAN

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No.	Description	Date
1	BID SET	3/17/22

Revisions

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SWT No. 20788.05

Drawn ZS Reviewed CMB

Sheet Title
 DEMOLITION PLAN

Number
LD-100

EXHIBIT A

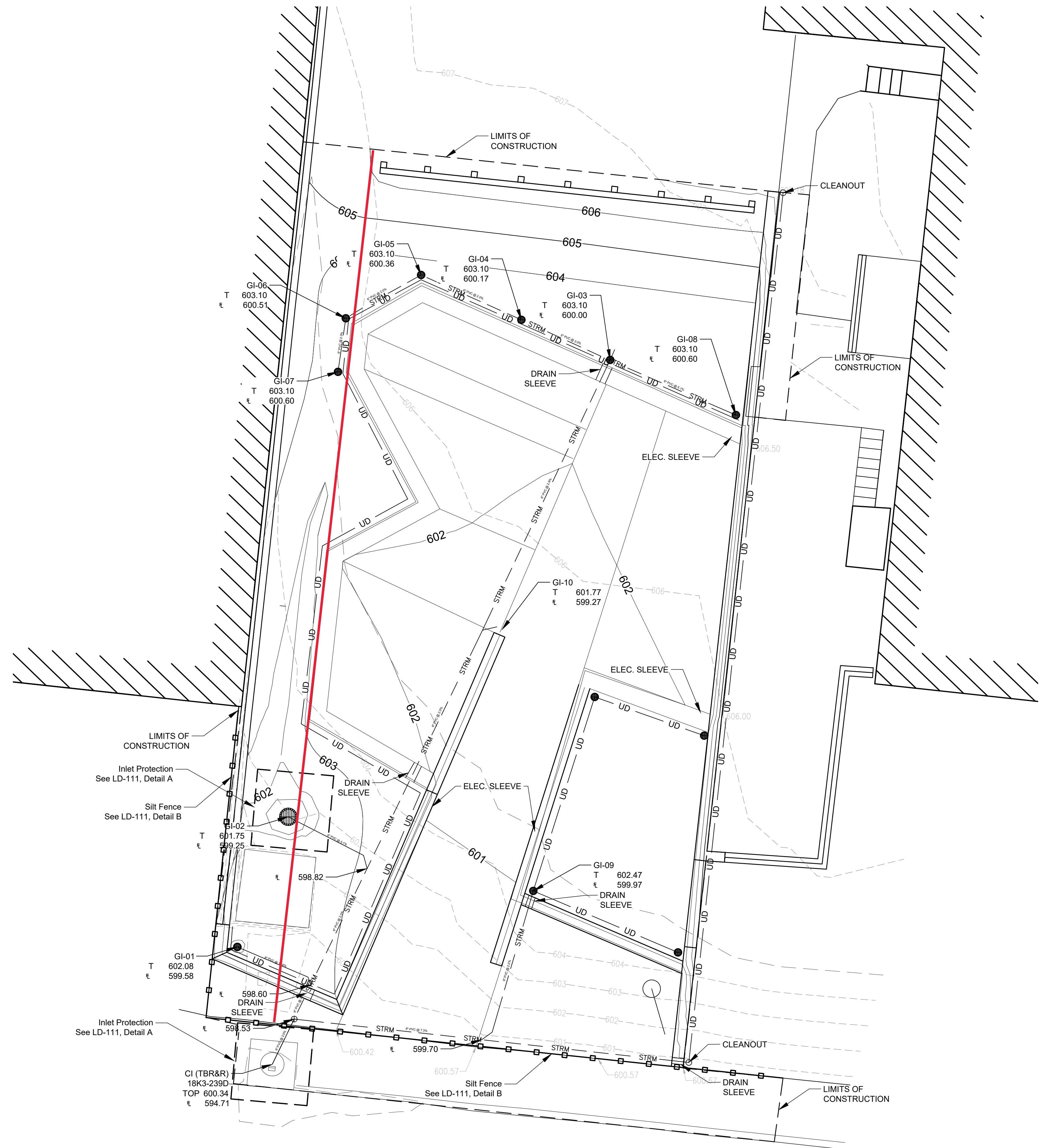
Operator/Emergency 24-Hour Contact	
Company	
Contact name	
Phone number	
Email address	

Pre-Developed Conditions		
	Area (SF)	Area (AC)
Pervious	1,408	0.03
Impervious	764	0.02
Roof	1,186	0.03
Total	3,358	0.08
Percent Impervious: 58.1%		

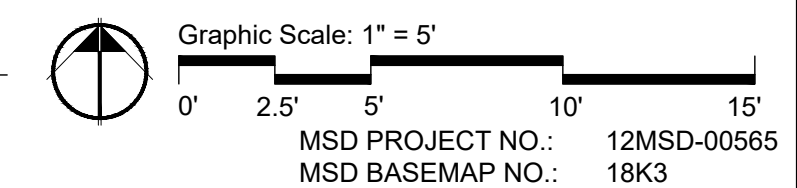
Post-Developed Conditions		
	Area (SF)	Area (AC)
Pervious	1,350	0.03
Impervious	2,008	0.05
Roof	0	0.00
Total	3,358	0.08
Percent Impervious: 59.7%		

STREET SWEEPING NOTE

Continually inspect paved surfaces at project boundaries for signs of construction track-off or erosion. Adjacent paved areas should be cleaned daily (at minimum), using a street sweeper or bucket type end loader or scraper.



A STORMWATER POLLUTION PREVENTION PLAN
SCALE: 1" = 5'



Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

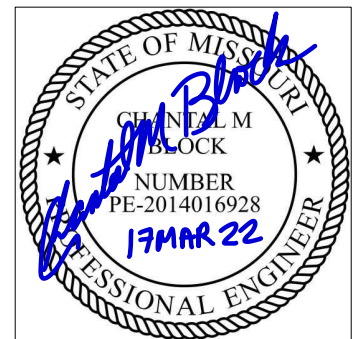
Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

Chantal Block - Civil Engineer
MO # PE-2014016928



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KEY PLAN

Issuances		
No.	Description	Date
1	BID SET	3/17/22

Revisions		
No.	Description	Date

SWT No. 20788.05

Drawn ZS Reviewed CMB

Sheet Title SWPPP

Number LD-110

Operator/Emergency 24-Hour Contact

Company
Contact name
Phone number
Email address

Install erosion and sedimentation controls as follows:

- Install silt fence prior to commencing site clearing and earthwork.
- Protect inlets prior to commencing work or pavement removal upstream of the inlets.
- Install washdown stations prior to any construction vehicles departing the site.
- Maintain controls - include an ongoing operation and maintenance program for controls and response to any loss of sediment.

Phase Construction Activity

Stage work in a manner to protect existing work and minimize disruption to undisturbed areas.

Control stormwater flowing onto and through the project

Install downstream slope protection around all soil stockpiles and at all locations expected to receive sheet flow. Stormwater runoff will be routed around disturbed areas as practicable. Soil stockpiles shall be stabilized or covered at end of each workday. Contractor shall update this plan to include other specific measures for installing and maintaining stormwater control measures.

Control Dust

Sweep dust frequently on hard surfaces and use a water truck when necessary for dust control.

Protect slopes

Install slopes no steeper than 3-H to 1-V. Install downstream slope protection (straw bales or silt fences) at all locations expected to receive sheet flow.

Protect storm drain inlets

Install straw bales and/or silt fences around open storm drains prior to disturbance of adjacent ground surfaces. Refer to STORMWATER POLLUTION PREVENTION - INLET PROTECTION note.

Establish perimeter controls and sediment barriers

Route stormwater runoff around disturbed areas as practicable. Install downstream slope protection (straw bales or silt fences) at all locations expected to receive sheet flow.

Control spills

Contractor shall update this plan to include procedures for preventing and responding to spills, leaks, and other releases, including identifying by name or position the employee(s) responsible for detecting and responding to spills and leaks.

Retain sediment on-site and control dewatering practices

Perform dewatering as necessary. Retain pumped water in shallow trenches to evaporate or percolate into subsoil. Install downstream slope protection (straw bales or silt fences) at all locations expected to receive residual sheet flow from dewatering operations.

Manage Wastes

Contractor shall update this plan to include procedures for managing wastes generated onsite.

Establish stabilized construction exits

Equip construction exits with washdown equipment as practicable. Retain pumped water in shallow trenches to evaporate or percolate into subsoil. Install downstream slope protection (straw bales or silt fences) at all locations expected to receive residual sheet flow from washdown operations.

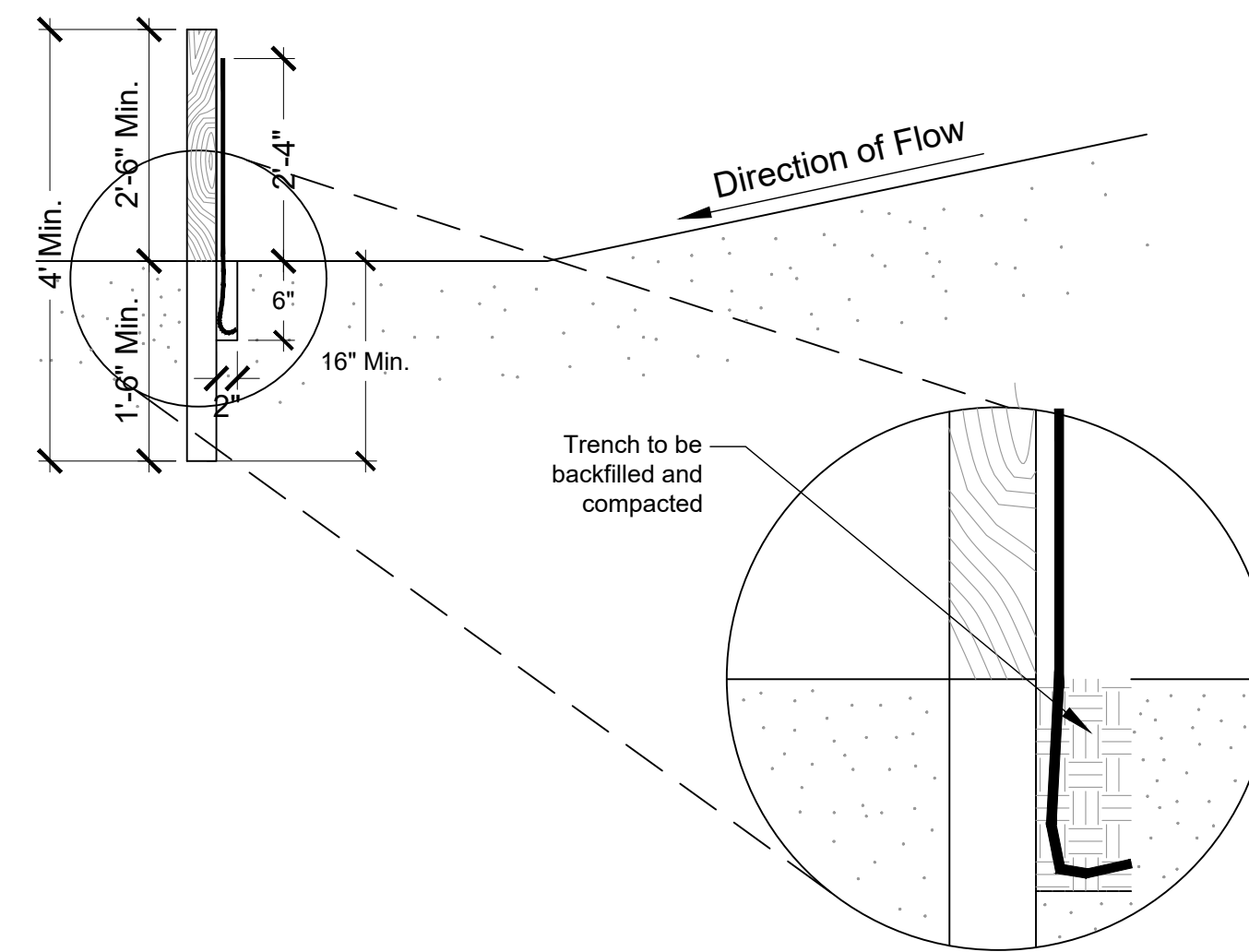
Perform seeding upon completion of earthwork

- Seed disturbed areas if the areas are expected to remain untouched for 45 days or longer
- Seed graded swales and ditches within 7 days
- Seed all open areas immediately upon reaching final grade
- Vegetation shall become established within 2 weeks during growing seasons - provide alternate soil stabilization if outside of growing season

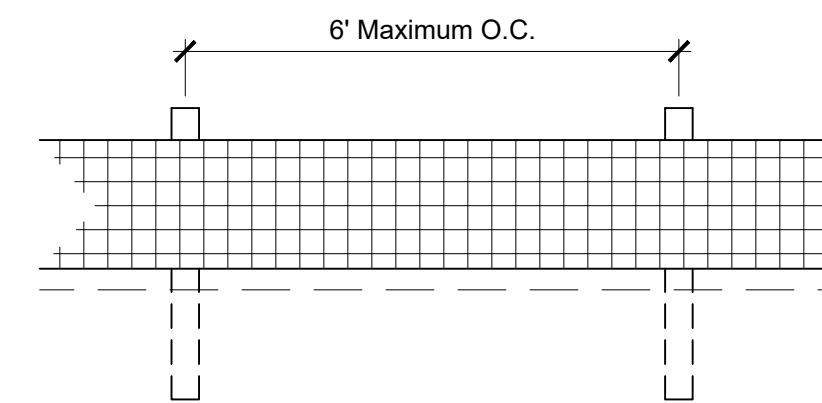
Stormwater Pollution Prevention - Inlet Protection note:

Inlet protection systems suggested on these plans have not been designed by the engineer but are solely the responsibility of the contractor. Any method proposed and installed by the contractor (including but not limited to straw bales, flexstorm inlet filters, and any other proprietary inlet collection systems) to protect storm inlets from capture and conveyance of sediment-laden stormwater runoff shall be designed and maintained by the contractor to be appropriate for adequate protection from flooding local building and other existing improvements. The contractor shall follow all manufacturer's specifications for proprietary inlet protection systems, including but not limited to installation of overflow systems and specified periodic inspections and maintenance of the inlet protection systems. The contractor shall be solely responsible for damages related to flooding that results from inlet protection methods.

EXHIBIT A



Side View



Front View

1. Silt fence shall be constructed before upslope land disturbance begins.
2. All silt fence shall be placed at a level elevation as consistently as possible so that water will not concentrate at low points in the fence and so that small swales or depressions which may carry small concentrated flows to the silt fence are dissipated along its length.
3. To prevent water ponded by the silt fence from flowing around the ends, each end shall be constructed upslope so that the ends are at a higher elevation.
4. Where possible, silt fence shall be placed on the flattest area available.
5. Where possible, vegetation shall be preserved for 5 ft. (or as much as possible) upslope from the silt fence. If vegetation is removed, it shall be reestablished within 7 days from the installation of the silt fence.
6. The height of the silt fence shall be a minimum of 28 in. above the original ground surface.
7. The silt fence shall be placed with the stakes on the downslope side of the geotextile and so that the 8 in. of cloth are below the ground surface. Excess material shall lay on the bottom of the 6-in. deep trench. The trench shall be backfilled and compacted.
8. Seams between sections of silt fence shall be overlapped with the end stakes of each section wrapped together before driving into the ground.
9. Maintenance - Silt fence shall allow runoff to pass only as diffuse flow through the geotextile. If runoff overtops the silt fence, flows under or around the ends, or in any other way becomes a concentrated flow, one of the following shall be performed, as appropriate: 1) The layout of the silt fence shall be changed, 2) Accumulated sediment shall be removed, or 3) Other practices shall be installed.

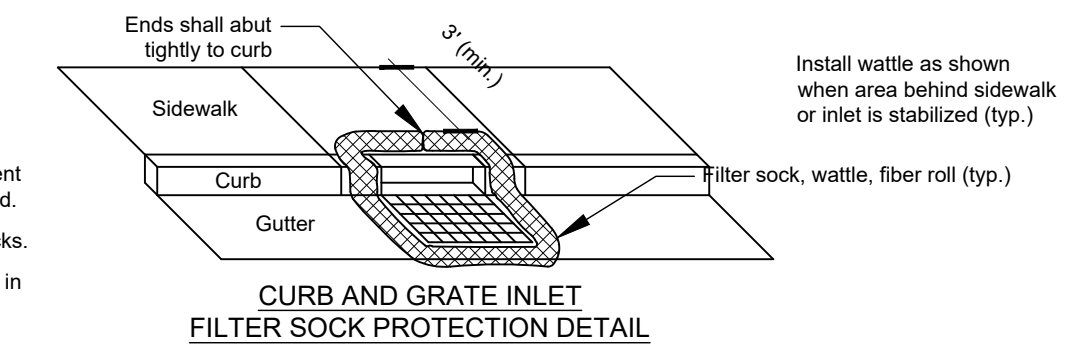
Criteria for Silt Fence Materials

1. Fence Posts - The length shall be a minimum of 32 in. long, 1/2" constructed from 2" x 4" sections of wood or 1.3 lb./ft. minimum steel posts. The maximum spacing between posts shall be 6 ft.
2. Silt Fence Fabric (See chart below)

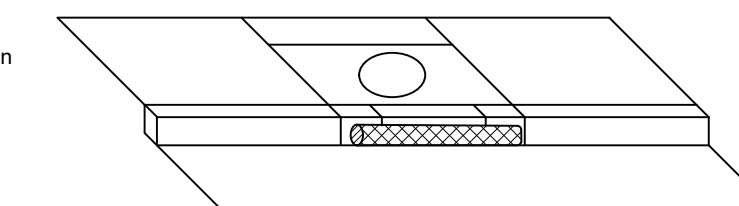
Fabric Properties	Values	Test Method
Grab Tensile Strength	120 lb. minimum	ASTM D 4632
Bursting Strength	175 psi minimum	ASTM D 3786
Slurry Flow Rate	0.3 gal/min./sq. ft.	
Equivalent Opening Size	#30	ASTM D-4751
Ultraviolet Stability	70%	ASTM D-4355

GENERAL NOTES

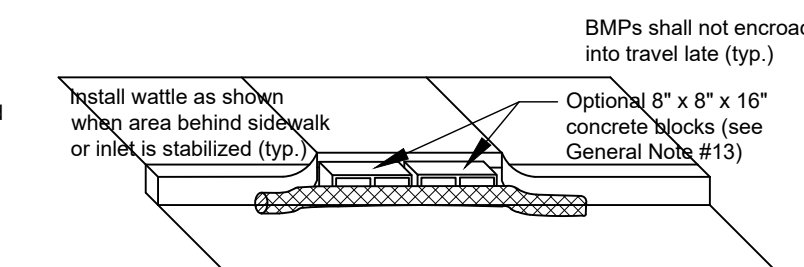
1. Location, diameter and length of sock is dependent on the geometry of the inlet/gutter being protected.
2. Gravel filter bags may be substituted for filter socks.
3. Some locations will not have sidewalk (as shown in this detail).
4. If the area behind the inlet (and sidewalk) is not stabilized, a BMP shall be used to prevent pollutants from entering the inlet from behind.
5. When a wattle is used to prevent pollutants from entering an inlet from behind, it must be placed on a sidewalk to maintain a minimum 3-foot walking path. The BMP shall be maintained to prevent sediment accumulations on the sidewalk.
6. Socks/bags (BMP) shall be installed prior to any land disturbance activity on existing inlets and immediately after installation of proposed inlets.
7. Accumulated sediment shall be removed before it reaches one half the diameter of the sock or bag height at a minimum or encroaches onto a travel lane.
8. See gravel bag, filter sock (wattle, fiber roll) and inlet protection specifications in the sediment and erosion control manual for additional information. Gravel bags must be layered and packed tightly such that no gaps are evident.
9. Leave one gravel bag gap in the top layer to provide a spillway for overflow.
10. Straw bales may not be used as a BMP. Install a pair of filter socks, next to each other, parallel to the curb inlet if indicated in the SWPPP or as directed by the authorities having jurisdiction.
11. BMPs must be installed to allow the inlet/gutter to function without completely blocking flows to eliminate localized flooding. Choose the diameter of sock and layer(s) of bags suitable to the individual application.
12. Inlet protection is not a stand alone BMP and should be used in conjunction with other BMPs.
13. Socks need to be weighted for use around inlets (internal roll weight or by placing a weight, such as a concrete block, on the downstream side of the sock). Use alternate BMP if localized flooding is possible.
14. At locations without curbs, the gutter protection may be shaped into a horseshoe, with the opening facing opposite the direction of flow. Gutter protection can help pre-treat stormwater if needed.
15. At locations without curbs, place BMPs of choice completely around the inlet. Overlap ends if needed.



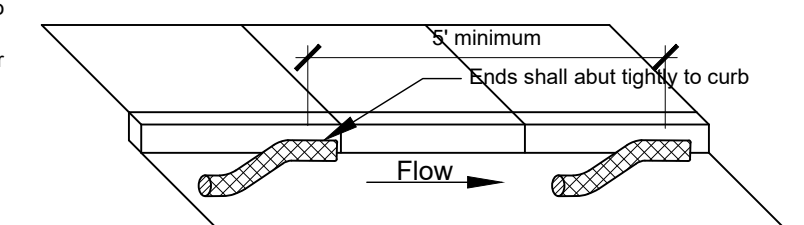
CURB AND GRATE INLET FILTER SOCK PROTECTION DETAIL



CURB INLET FILTER SOCK PROTECTION DETAIL



CURB INLET FILTER SOCK PROTECTION DETAIL



GUTTER FILTER SOCK PROTECTION DETAIL

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

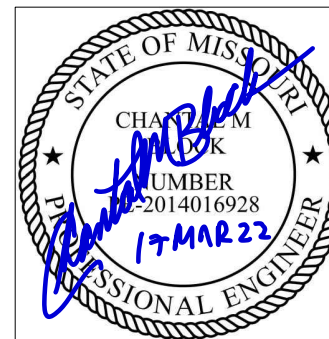
Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644-5700

Chantal Block - Civil Engineer
MO # PE-2014016928



SWT Design, Inc.
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KEY PLAN

Issues

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Revisions

No.	Description	Date
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SWT No. 20788.05

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Sheet Title SWPPP

Number

LD-111






MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3

B SILT FENCE DETAIL
NTS

A GRATED INLET, CURB INLET AND GUTTER PROTECTION
NTS

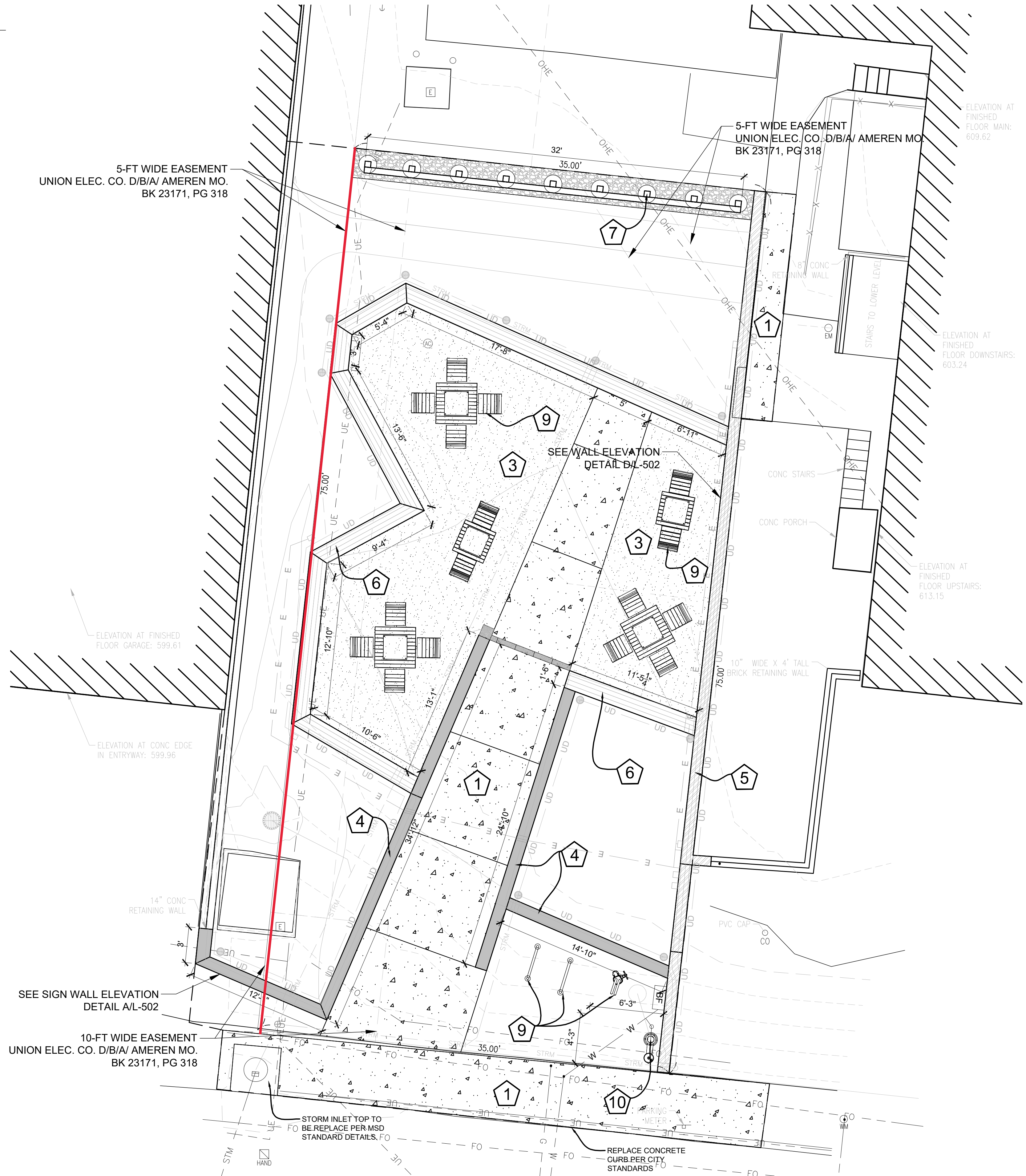
EXHIBIT A

LEGEND

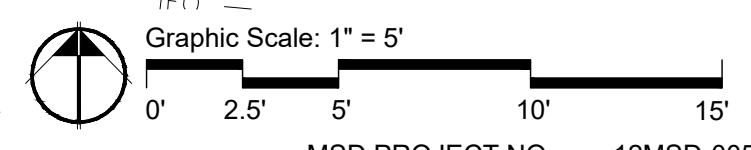
- STORM INLET 
- LANDSCAPE INLET 
- STORM PIPE 
- FOUNDATION DRAIN 
- ELECTRIC RUNS 

KEY NOTES

- 1 STANDARD CONCRETE PAVING**
5" THICK CONCRETE PAVING, PER CITY OF CLAYTON STANDARD STREETScape DETAILS. JOINT LAYOUT PER PLAN.
- 2 NOT USED**
--
- 3 DECOMPOSED GRANITE PAVING**
NO. 4 TO NO. 200 CRUSHED GRAY GRANITE SCREENINGS WITH ORGANIC-LOCK STABILIZING BINDER (OR APPROVED EQUAL). SEE DETAIL D/L-500
SIEVE DESIGNATION RANGE OF % PASSING:
NO. 3/8" 100%
NO. 4 95% -100%
NO. 8 75% -80%
NO. 16 55% -65%
NO. 30 40% -50%
NO. 50 25% -35%
NO. 100 15% -20%
NO. 200 10% -15%
- 4 CONCRETE RETAINING WALL**
STANDARD GRAY REINFORCED CONCRETE. SMOOTH RUBBED FINISH. 3/4" CHAMFERED CORNERS. FOOTINGS AND REINFORCING SHOWN IN DETAILS IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING DRAWINGS SEALED BY A MISSOURI LICENSED ENGINEER FOR OWNER/LANDSCAPE ARCHITECTS REVIEW AND APPROVAL. SEE DETAIL B/L-500.
- 5 BRICK RETAINING WALL**
RED BRICK VENEER RETAINING WALL. BRICK TO MATCH EXISTING BRICK AT THE GATHERING. SUBMIT BRICK SAMPLE FOR OWNER/LANDSCAPE ARCHITECTS APPROVAL. SEE DETAILS AND PLANS FOR WALL DESIGN INTENT. ALL FOOTINGS AND REINFORCEMENT SHOWN ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL PROVIDE STRUCTURAL ENGINEERING DRAWINGS SEALED BY A MISSOURI LICENSED ENGINEER FOR OWNER/LANDSCAPE ARCHITECTS REVIEW AND APPROVAL. SEE DETAIL A/L-500.
- 6 SEATWALL**
REINFORCED CONCRETE WITH COMPOSITE DECKING SEATING TOPS PER DETAIL C/L-500. SUBMIT DECKING COLOR RANGE FOR SELECTION.
- 7 LIVEWALL**
32" LONG BY 9'-8" TALL FREE STANDING LIVEWALL SYSTEM WITH INTEGRATED IRRIGATION. SEE DESIGN INTENT DETAILS ON SHEETS L-501 AND L-502. CONTRACTOR TO PROVIDE MANUFACTURER'S SHOP DRAWINGS FOR REVIEW AND APPROVAL.
LIVEWALL, LLC
14109 CLEVELAND ST
NUNICA, MI 49448
PHONE: 616-842-1382
TOLL FREE: 877-554-4065
- 8 NOT USED**
--
- 9 SITE FURNITURE**
OWNER FURNISHED, OWNER INSTALLED
- 10 DRINKING FOUNTAIN ROUGH IN**
INSTALL DRAIN LINE TO GRAVEL SUMP, STUB UP AND CAP AT GRADE FOR FUTURE USE. INSTALL WATER VALVE AT GRADE. STUB UP AND CAP WATER LINE FROM VALVE FOR FUTURE USE. DRINKING FOUNTAIN FURNISHED AND INSTALLED BY OWNER.



A LAYOUT PLAN
SCALE: 1" = 5'



MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3



Prepared For:
50 GAY AVE.
CLAYTON, MO 63105
Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
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SWT Design, Inc.
Missouri State Certificate of Authority #2019038750

KEY PLAN

Issuances

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SWT No. 20788.05

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Sheet Title
LAYOUT PLAN

Number
C-110

March 14, 2022 - 100% CD DRAFT SET



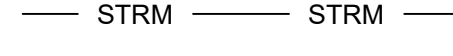





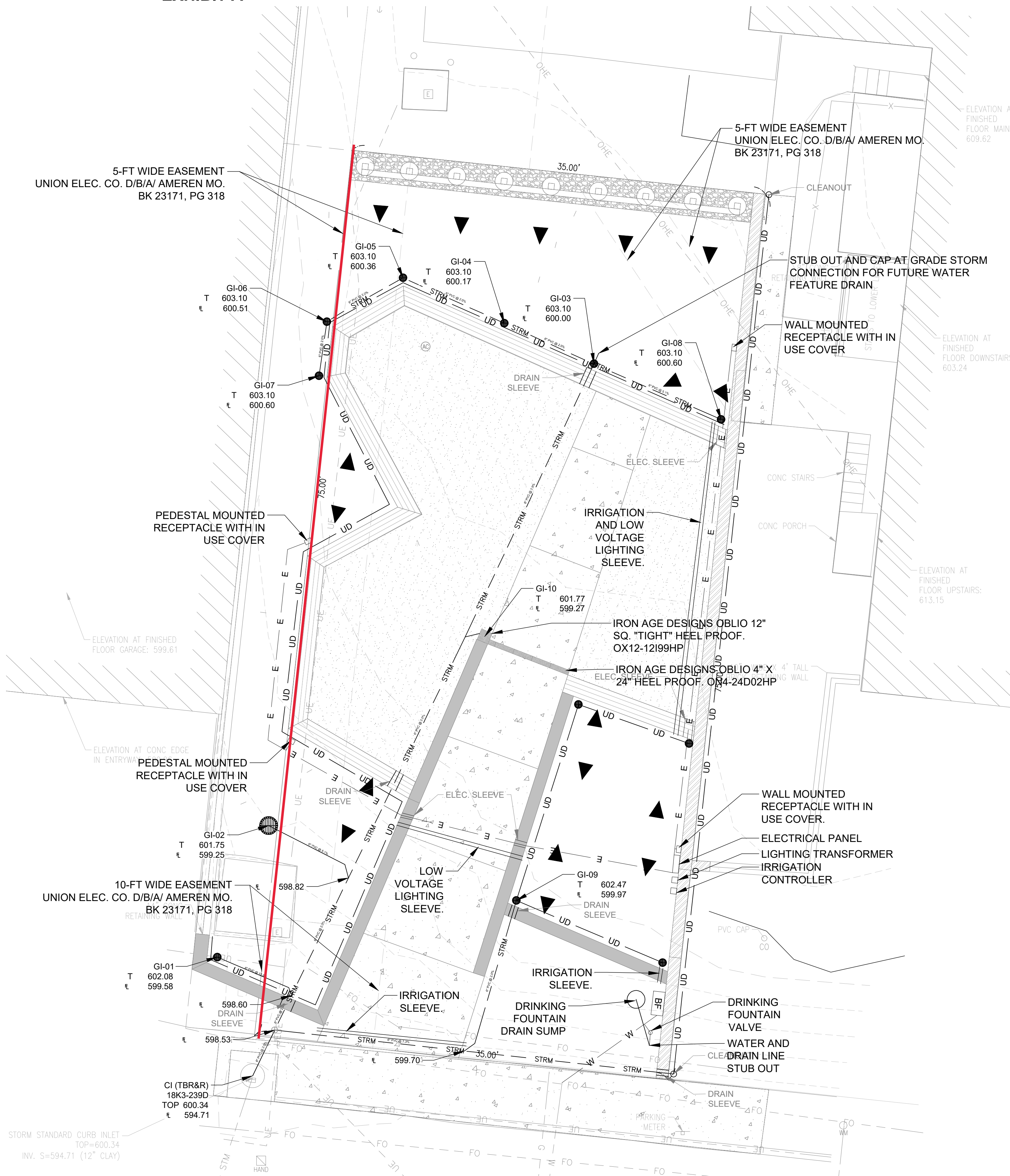
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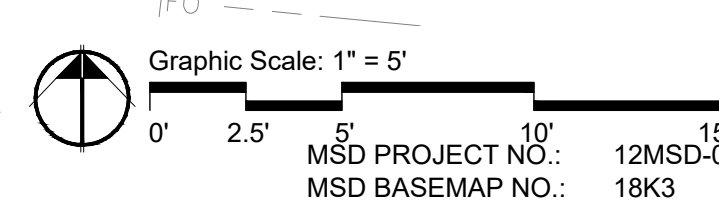
EXHIBIT A

LEGEND

- DOMED STORM INLET 
- DOMED LANDSCAPE INLET 
- STORM PIPE 
- FOUNDATION DRAIN 
- ELECTRIC RUNS 
- KICHLER LOW VOLTAGE LED LANDSCAPE UPLIGHTS. #16016CBR30 



A UTILITIES PLAN
SCALE: 1" = 5'



Prepared For:
 50 GAY AVE.
 CLAYTON, MO 63105
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Sheet Title
UTILITIES AND LIGHTING PLAN

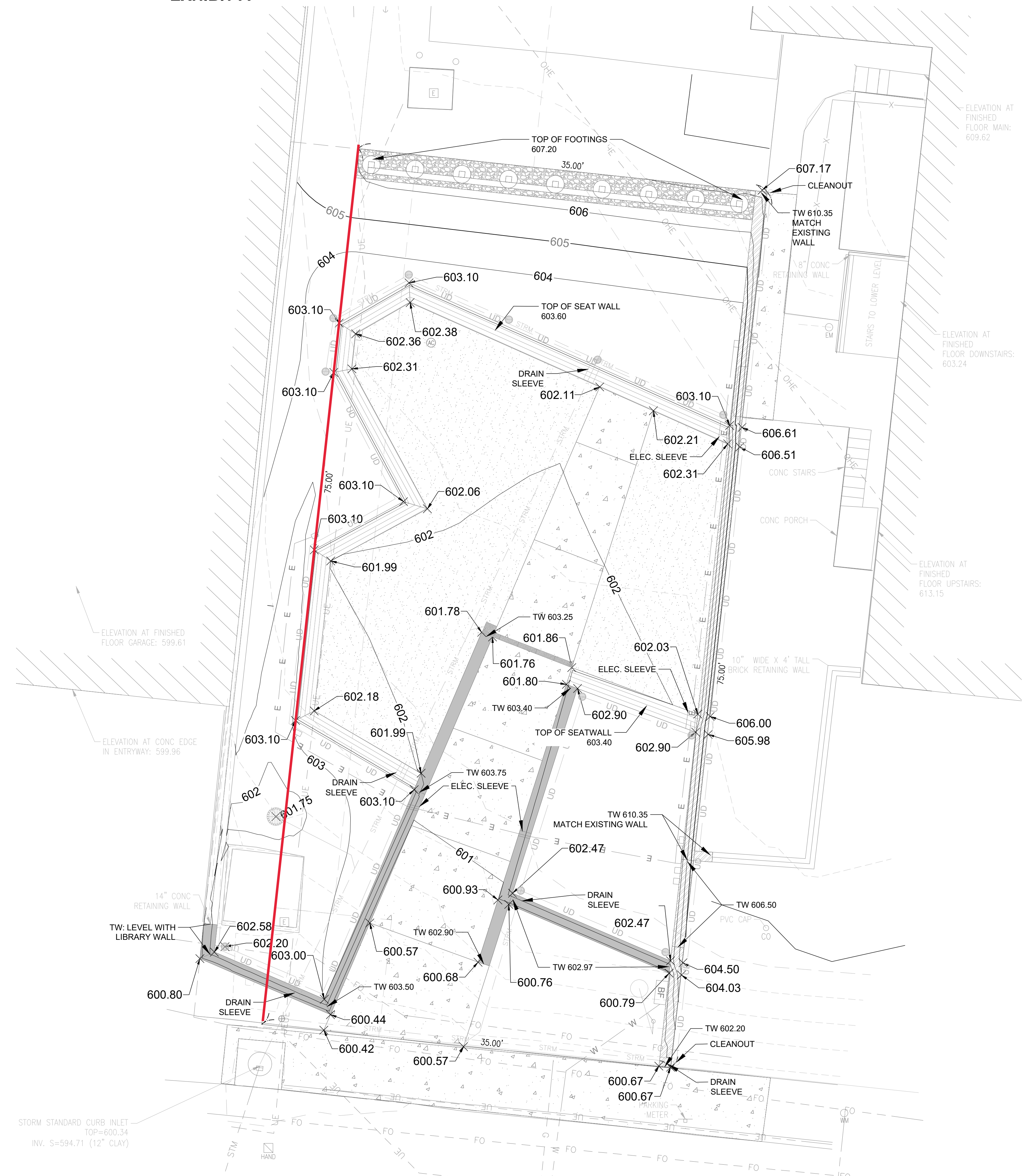
Number
C-111

March 14, 2022 - 100% CD DRAFT SET

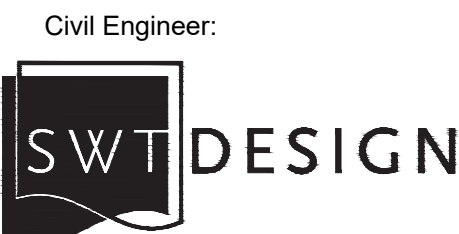


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EXHIBIT A



Prepared For:
 50 GAY AVE.
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Sheet Title
 GRADING PLAN

Number
C-120

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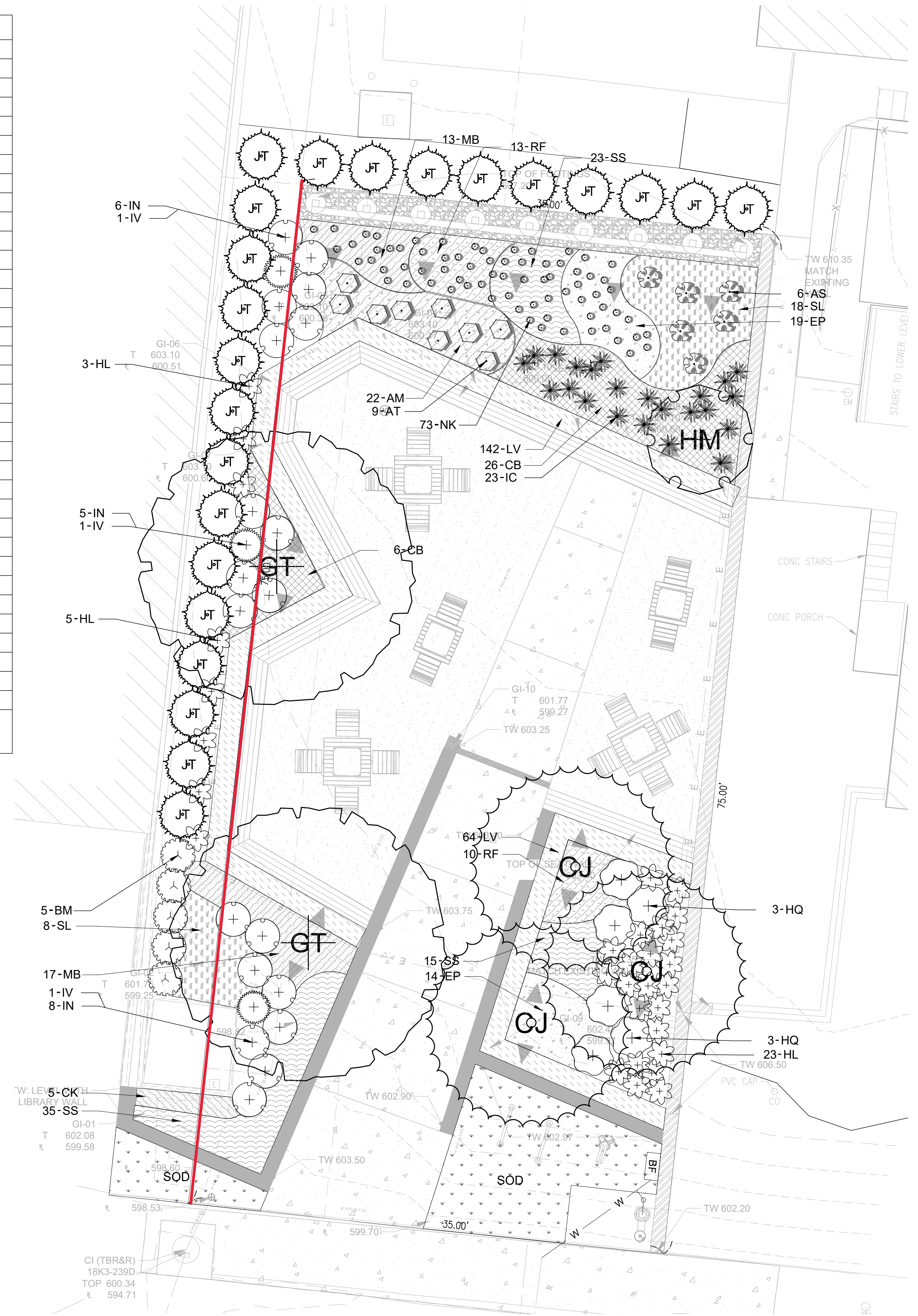
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A GRADING PLAN
 SCALE: 1" = 5'

Graphic Scale: 1" = 5'

 MSD PROJECT NO.: 12MSD-00565
 MSD BASEMAP NO.: 18K3

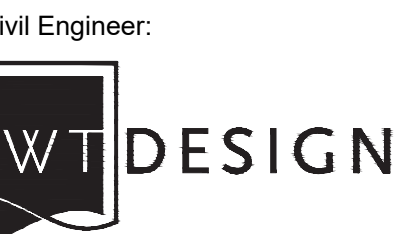
PLANT SCHEDULE						
TREES	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
CJ	3	Cercidiphyllum japonicum	Katsura Tree	As Shown	2" Cal	Per Details, B&B
GT	2	Gleditsia triacanthos 'Shademaster'	Shademaster Honey Locust	As Shown	2" Cal	Per Details, B&B
HM	1	Heptacodium miconioides	Seven Son Flower	As Shown	6' Ht.	Per Details, Container
JT	23	Juniperus virginiana 'Taylor'	Taylor Eastern Redcedar	As Shown	6' Ht.	Per Details, B&B
SHRUBS	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
BM	5	Buxus x 'Green Mountain'	Green Mountain Boxwood	As Shown	#5	Per Details, Cont.
HQ	6	Hydrangea quercifolia 'Pee Wee'	Pee Wee Hydrangea	As Shown	#5	Per Details, Cont.
IN	19	Ilex verticillata 'Red Sprite'	Red Sprite Winterberry	As Shown	#5	Per Details, Cont.
IV	3	Ilex verticillata 'Jim Dandy'	Jim Dandy Winterberry	As Shown	#5	Per Details, Cont.
BULB	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
NK	73	Narcissus x 'King Alfred'	King Alfred Daffodil	As Shown	Bulb	Per Details, Bulb
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
AS	6	Asclepias syriaca	Common Milkweed	As Shown	#1	Per Details, Cont.
AT	9	Asclepias tuberosa	Butterfly Milkweed	As Shown	#1	Per Details, Cont.
HL	31	Hosta lancifolia	Narrow Leaved Hosta	As Shown	#1	Per Details, Cont.
IC	23	Iris fulva	Copper Iris	As Shown	#1	Per Details, Cont.
GRASSES	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
CK	5	Calamagrostis x acutiflora 'Karl Foerster'	Karl Foerster Feather Reed Grass	24" O.C.	#2	Per Details, Cont.
SL	26	Schizachyrium scoparium	Little Bluestem	24" O.C.	#1	Per Details, Cont.
PERENNIALS	QTY	BOTANICAL NAME	COMMON NAME	SPACING	SIZE	COMMENTS
AM	22	Achillea millefolium	Common Yarrow	20" O.C.	#1	Per Details, Cont.
CB	32	Carex elata 'Bowles Golden'	Bowles Golden Sedge	24" O.C.	#3	Per Details, Cont.
EP	33	Echinacea purpurea	Coneflower	18" O.C.	#1	Per Details, Cont.
LV	206	Liriope muscari 'Variegata'	Variegated Lilyturf	24" O.C.	SP4	Per Details, Cont.
MB	30	Monarda fistulosa	Bergamot	18" O.C.	#1	Per Details, Cont.
RF	23	Rudbeckia fulgida	Orange Coneflower	18" O.C.	#1	Per Details, Cont.
SS	73	Salvia x sylvestris May Night	Wood Sage	15" O.C.	#1	Per Details, Cont.
SOD	QTY	BOTANICAL NAME	COMMON NAME	TYPE	SIZE	COMMENTS
	170 sf	Turf Tall Fescue	Fescue blend	Sod	-	3 Improved Cultivars, Min.



A PLANTING PLAN
 SCALE: 1" = 5'
 Graphic Scale: 1" = 5'
 MSD PROJECT NO.: 12MSD-00565
 MSD BASEMAP NO.: 18K3



Prepared For:
 50 GAY AVE.
 CLAYTON, MO 63105
 Project:
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 St. Louis, MO 63119
 t. 314.644.5700

Chantal Block - Civil Engineer
 MO # PE-2014016928

NOT FOR CONSTRUCTION

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 Missouri State Certificate of Authority #2019038750

KEY PLAN

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SWT No. 20788.05

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Sheet Title
 PLANTING PLAN

Number
L-140

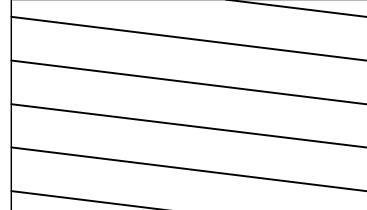
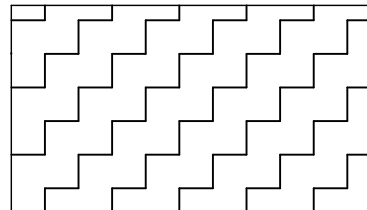

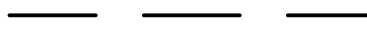



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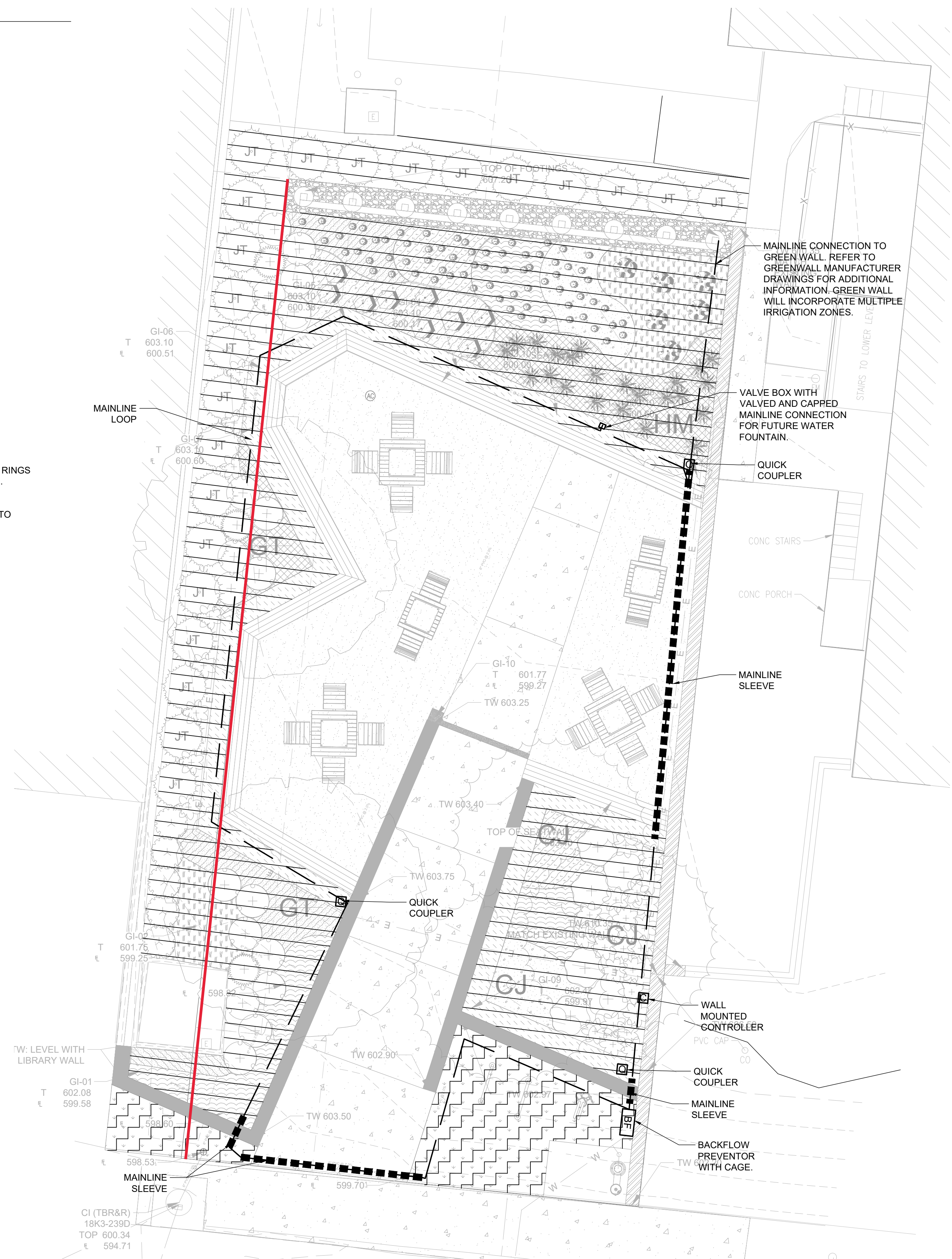
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EXHIBIT A

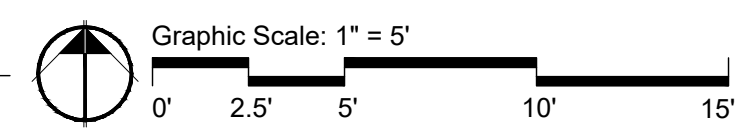
LEGEND

-  DRIP IRRIGATION WITH EMITTER SPACING AT 12" O.C.
-  6" POP UP TURF SPRAYS
-  MAINLINE IRRIGATION SLEEVES. COORDINATE WITH OTHER TRADES.
-  IRRIGATION MAINLINE
-  BACKFLOW PREVENTOR
-  IRRIGATION CONTROLLER
-  QUICK COUPLER

- NOTES:
- TREES, EVERGREENS, AND SHRUB PLANTINGS SHALL RECEIVE DRIP RINGS ON SEPARATE ZONES FROM PERENNIAL PLANTING DRIP LINE ZONES.
 - CONTROLLER TO BE HARDWIRED FOR POWER TO ADJACENT SITE ELECTRICAL PANEL.
 - IRRIGATION SYSTEM TO BE DESIGN BUILD BY CONTRACTOR. REFER TO SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.



A AREAS TO BE IRRIGATED PLAN
SCALE: 1" = 5'



MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

Project:
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7811 Maryland Ave
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Sheet Title

AREAS TO BE IRRIGATED PLAN

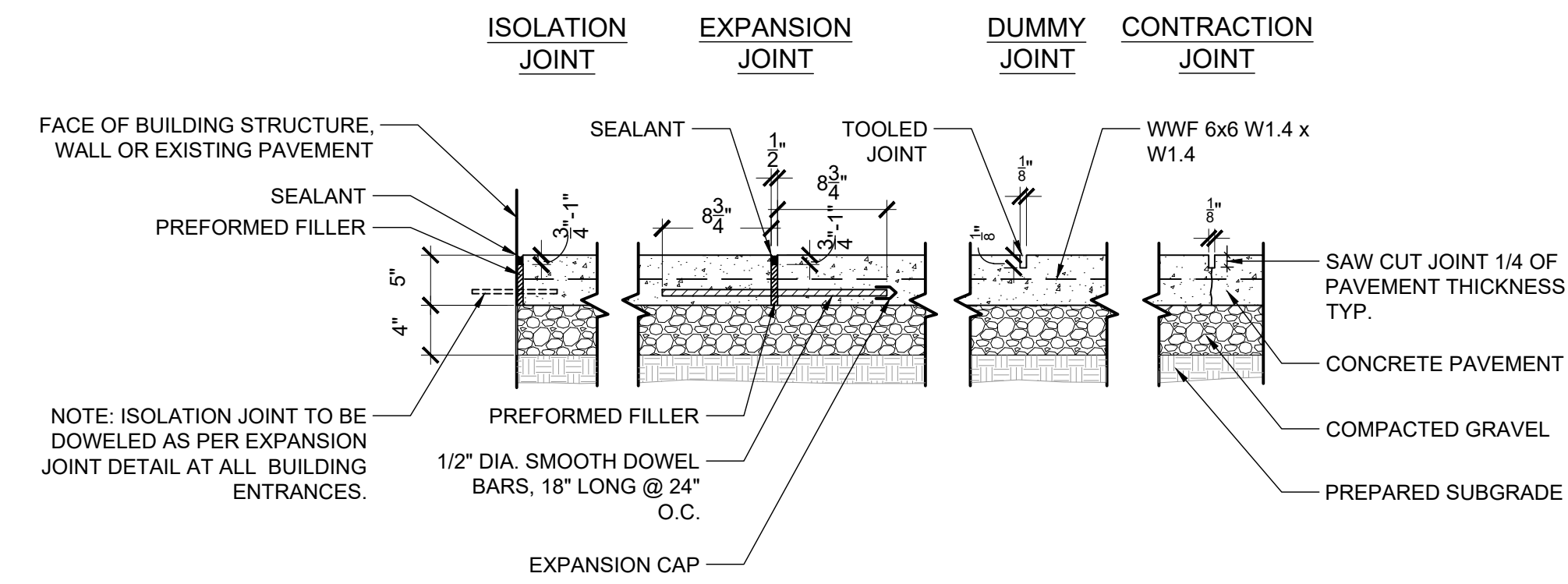
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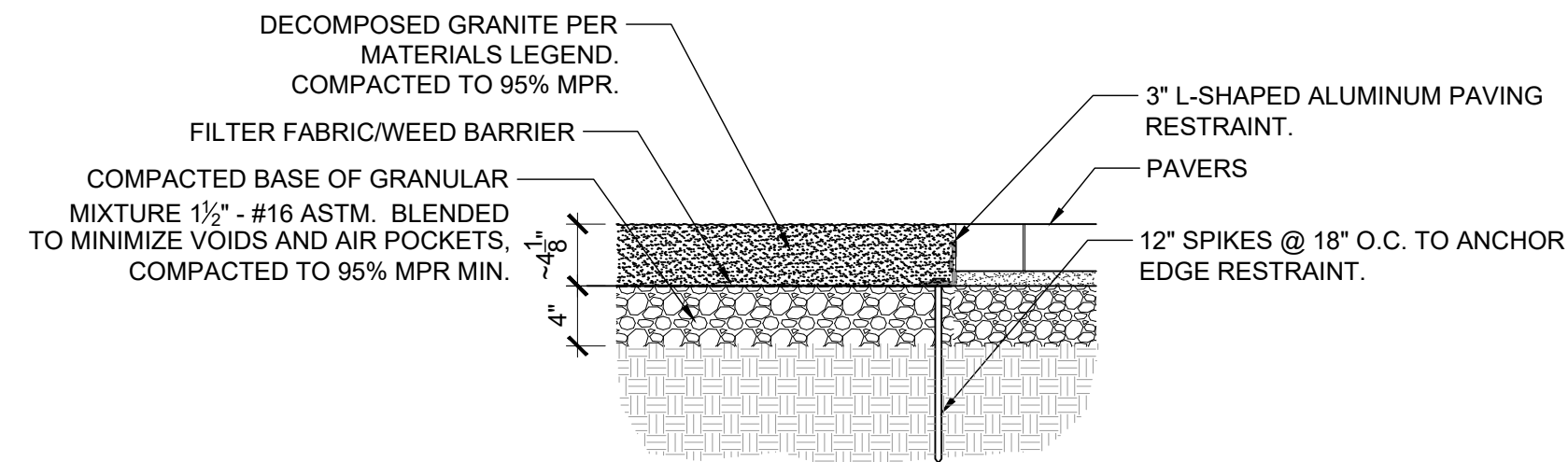
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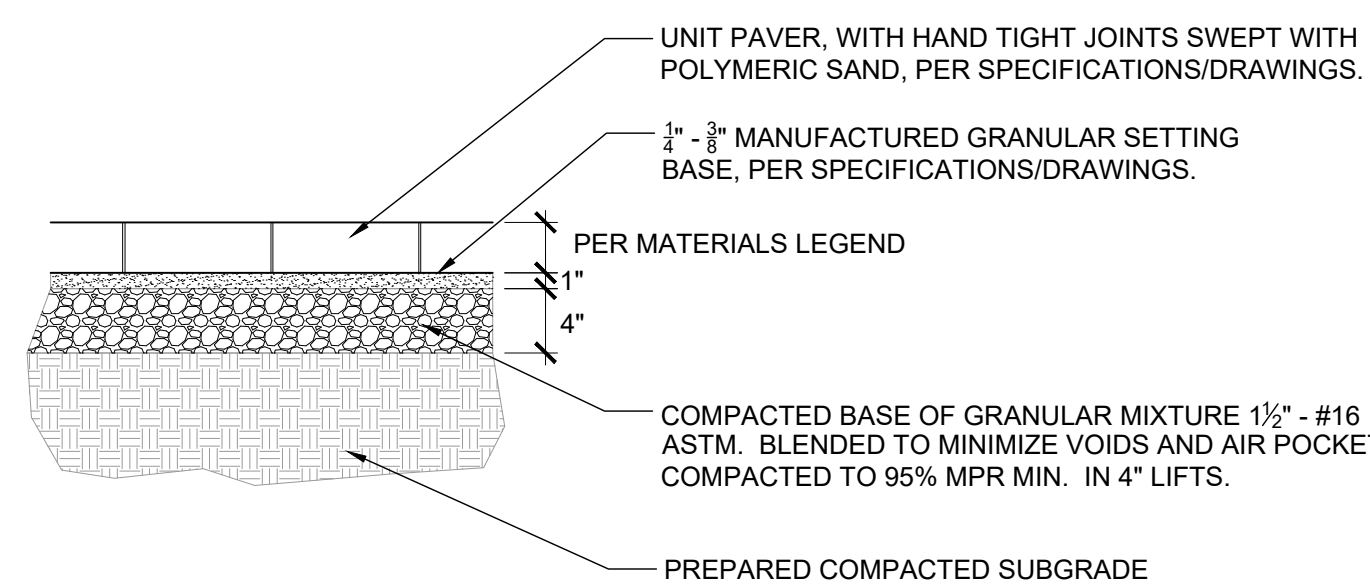


NOTE:
1. SELF LEVELING SEALANT IS NOT ACCEPTABLE. CONTRACTOR SHALL PROVIDE PRODUCT DATA AND COLOR INFORMATION TO OWNER FOR APPROVAL.

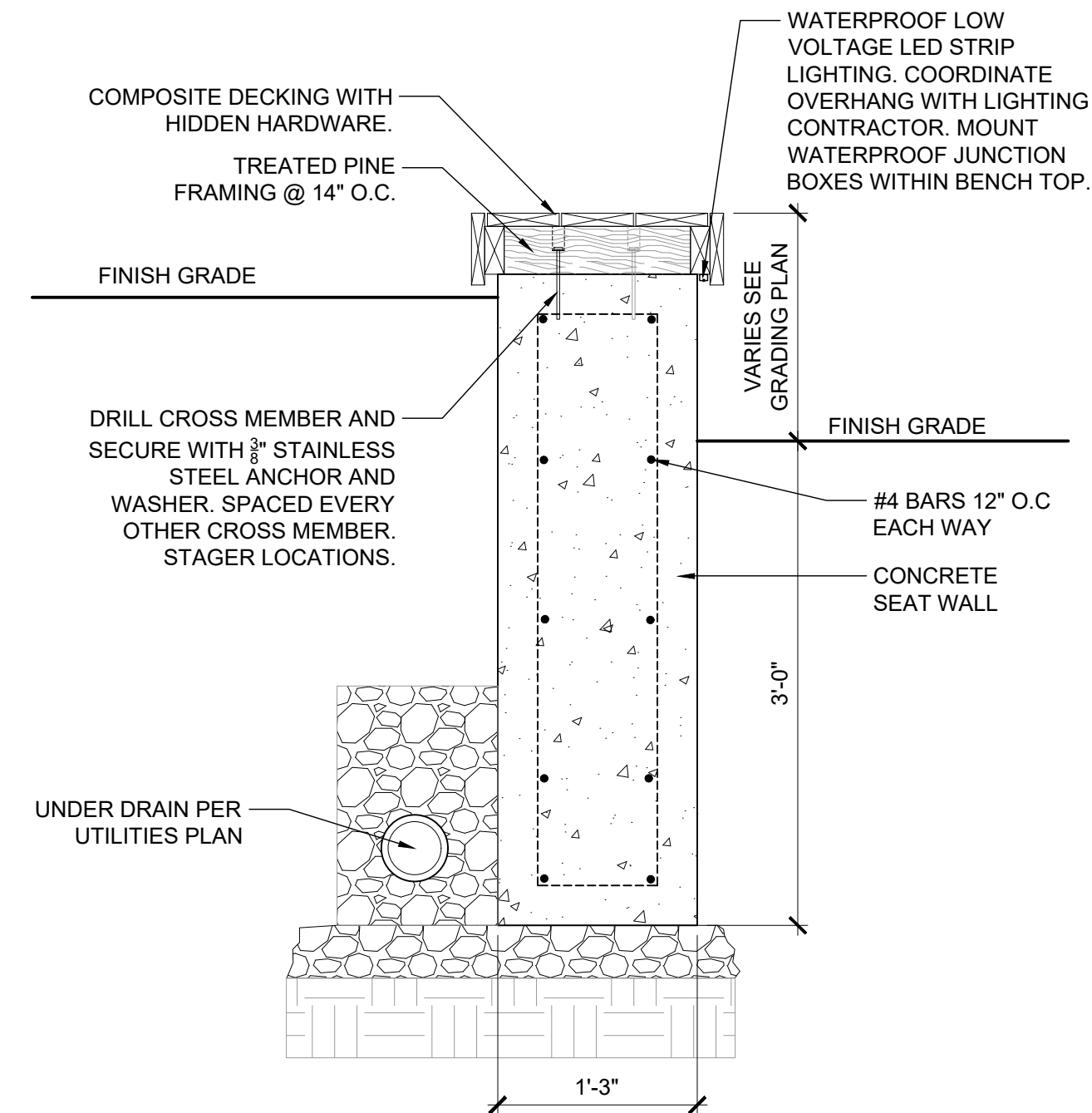
E CONCRETE JOINTS UNDER PAVERS
SCALE: X"=X'



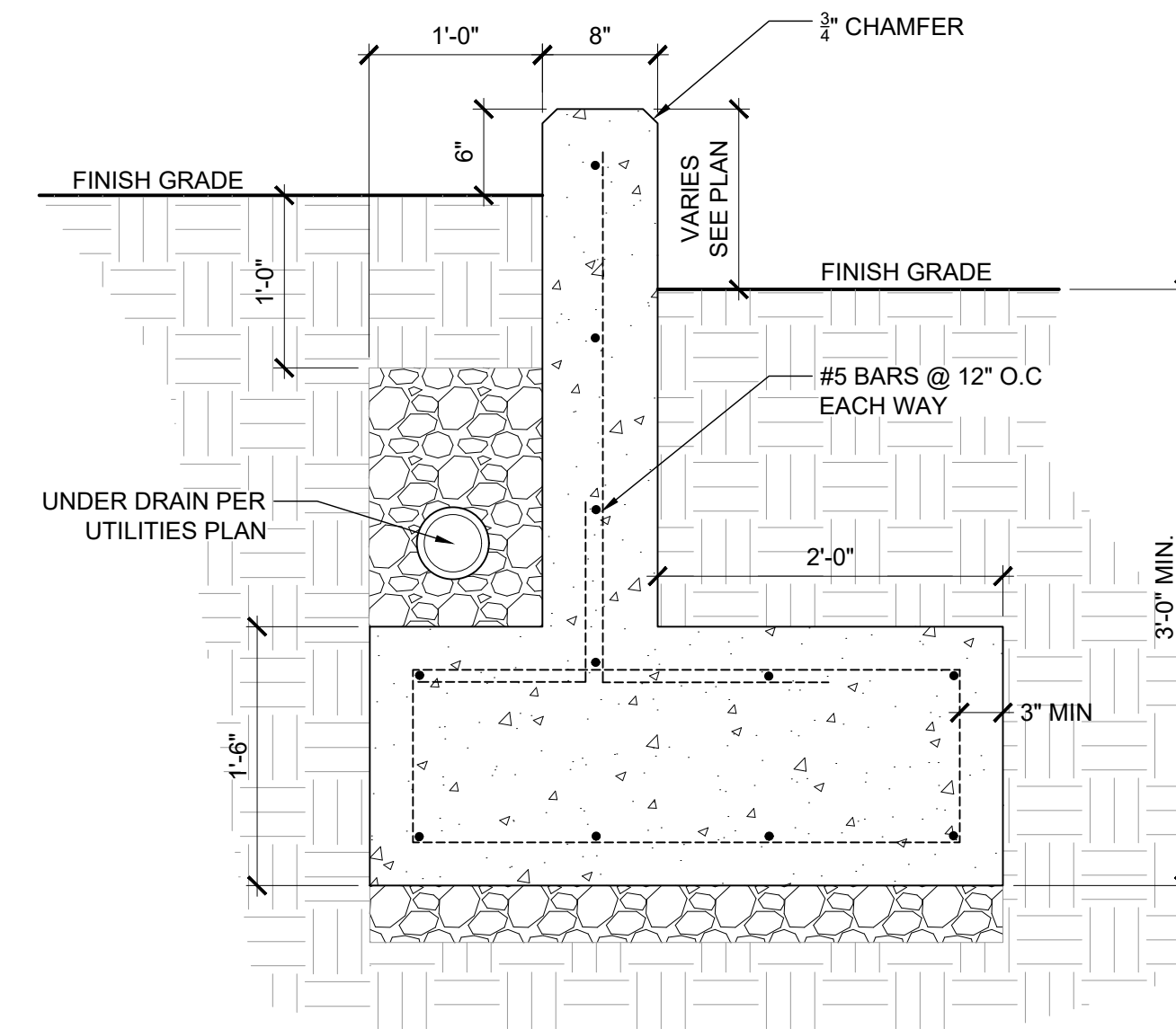
D DECOMPOSED GRANITE WITH EDGING
SCALE: 1"=1'



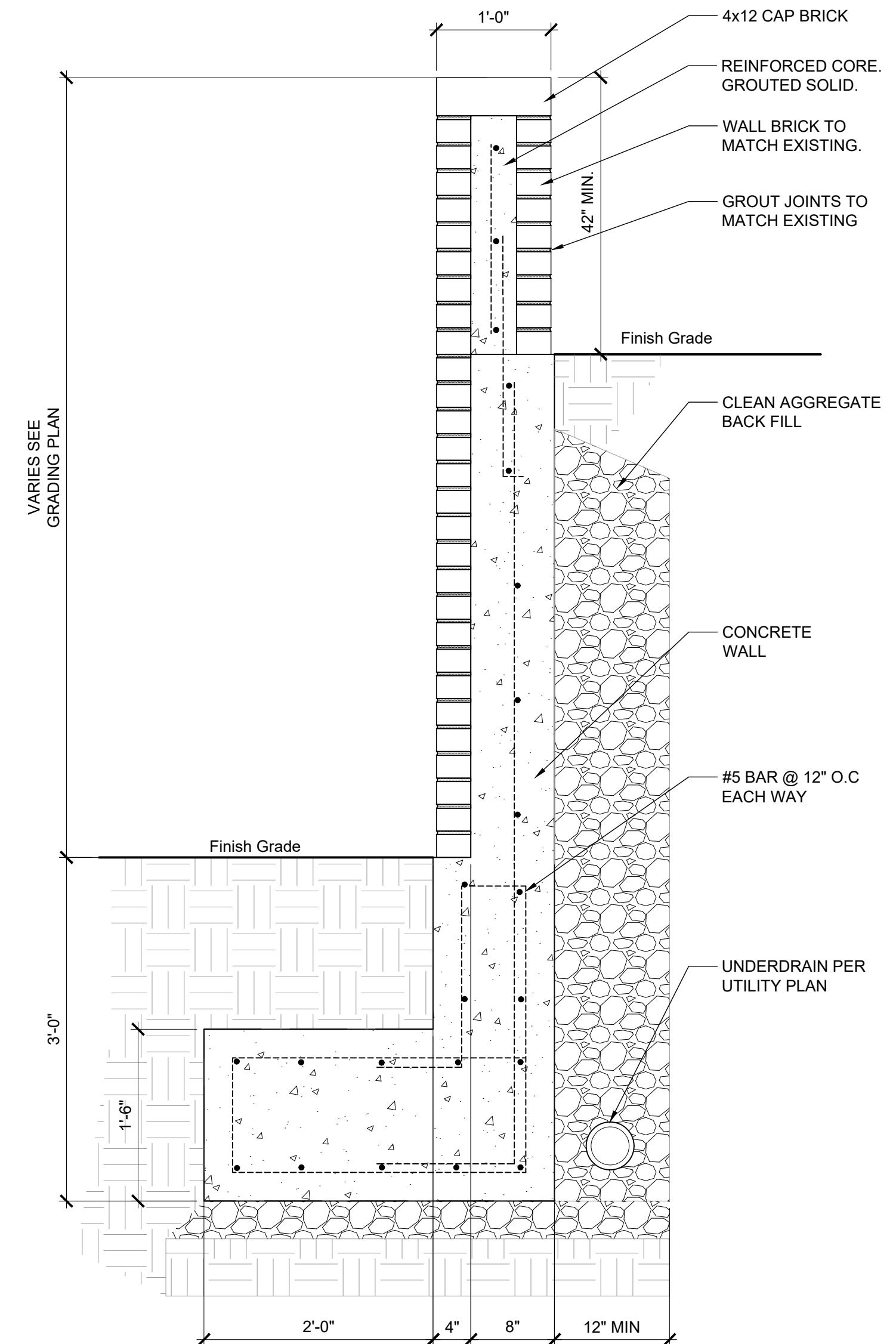
F PAVER DETAIL
SCALE: 1"=1'



C SEAT WALL
SCALE: 1"=1'



B CONCRETE RETAINING WALL
SCALE: 1"=1'



A BRICK RETAINING WALL
SCALE: 1"=1'

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

Project:
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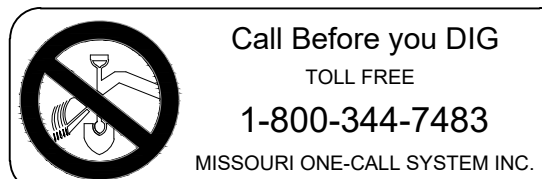
Sheet Title

HARDSCAPE DETAILS

Number

L-500

NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN EVENTS OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO THIS PROJECT DOCUMENT SHALL BE IMMEDIATELY DIRECTED TO THE LANDSCAPE ARCHITECT. 18K3

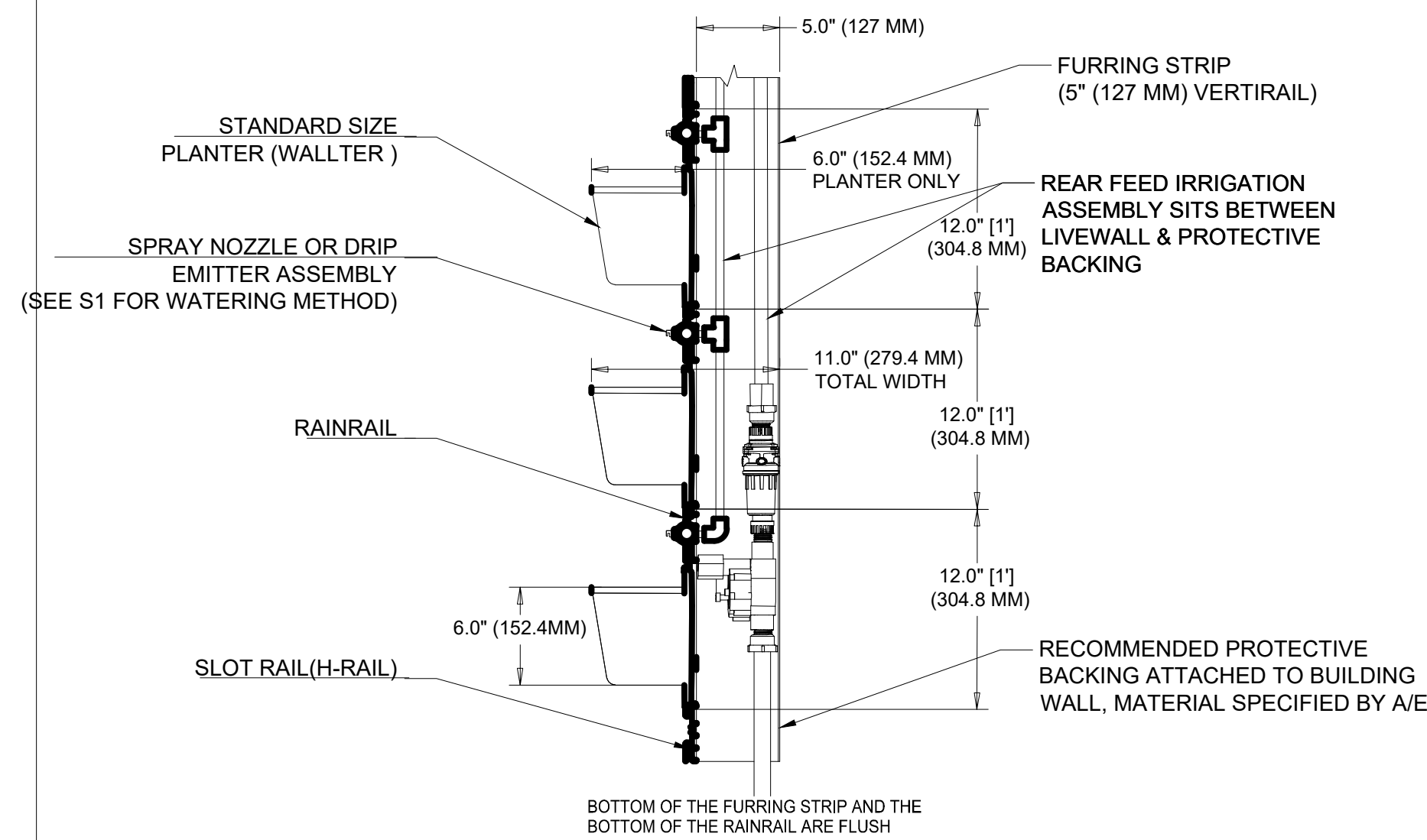


MODOT (314) 340-4100

EXHIBIT A

LiveWall (Green Wall) Section
SIDE VIEW - STANDARD SIZE PLANTERS
REAR IRRIGATION

S2R



NOTES:
1. REFER TO S1 FOR PLANTER COLOR, WATERING METHOD AND DRAIN TYPE.

LiveWall, LLC
P.O. Box 533
Spring Lake, MI. 49456

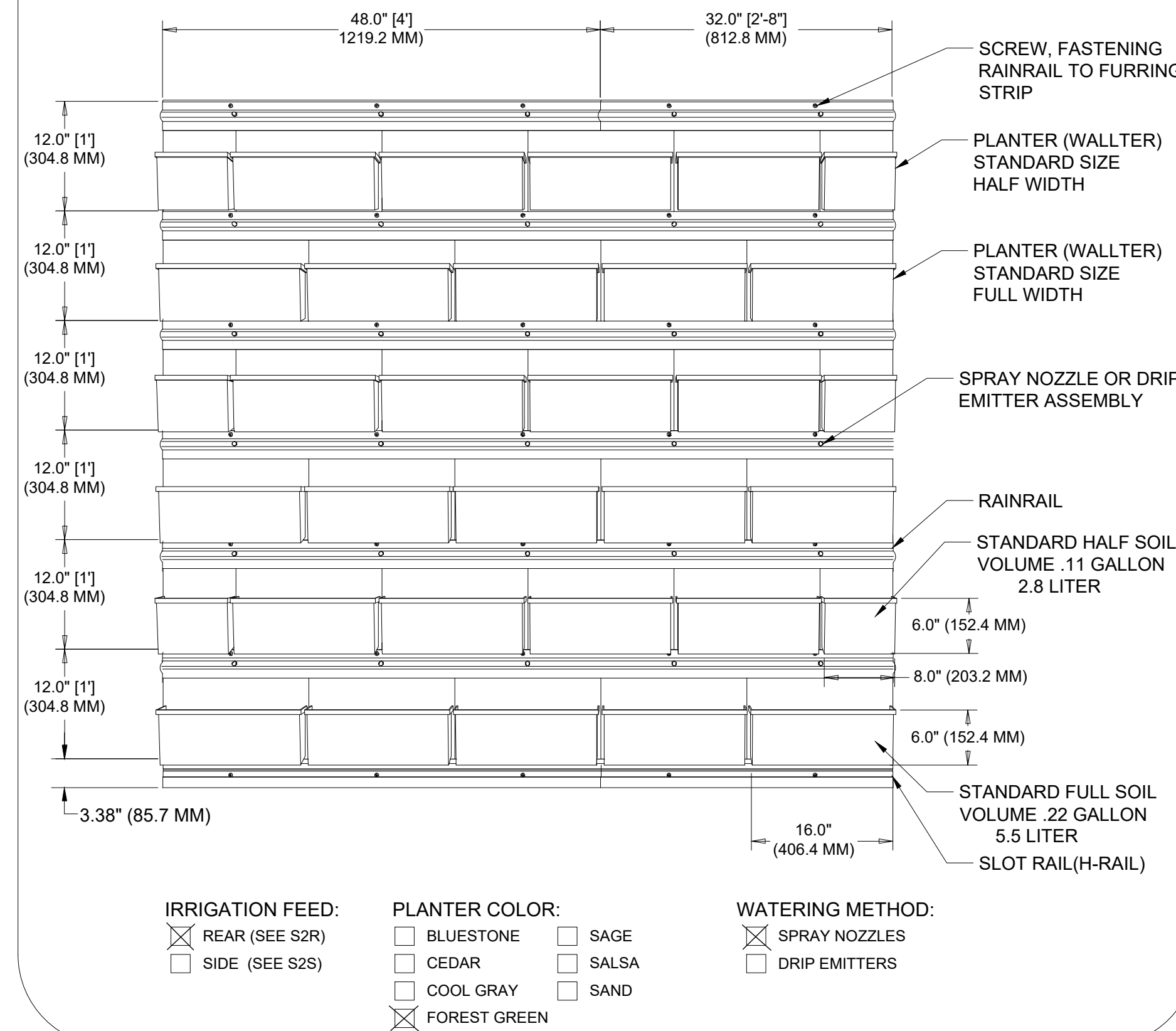
(877) 554-4065

www.livewall.com

Rev. 4/2/20

LiveWall (Green Wall) Elevation
FRONT VIEW - STANDARD SIZE PLANTERS

S1



NOTES:
1. USED OUTDOORS.
2. STANDARD SIZE PLANTERS DRAIN FROM THE BOTTOM.
3. SITE DRAINAGE REQUIRED.
4. SPRAY NOZZLES TYPICALLY USED OUTDOORS, DRIP EMITTERS MAY BE USED WHERE APPLICABLE.

LiveWall, LLC
P.O. Box 533
Spring Lake, MI. 49456

(877) 554-4065

www.livewall.com

Rev. 4/2/20

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

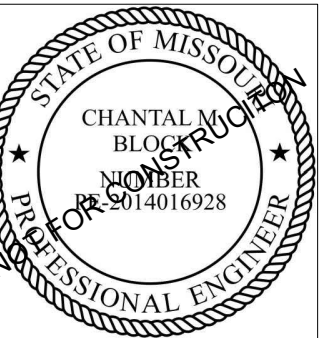
Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

Chantal Block - Civil Engineer
MO # PE-2014016928



SWT Design, Inc.
Missouri State Certificate of Authority #2019038750

KEY PLAN

Issuances		
No.	Description	Date
1	BID SET	3/17/22

Revisions		
No.	Description	Date

SWT No. 20788.05

Drawn ZS Reviewed CMB

Sheet Title
HARDSCAPE DETAILS

Number

L-501

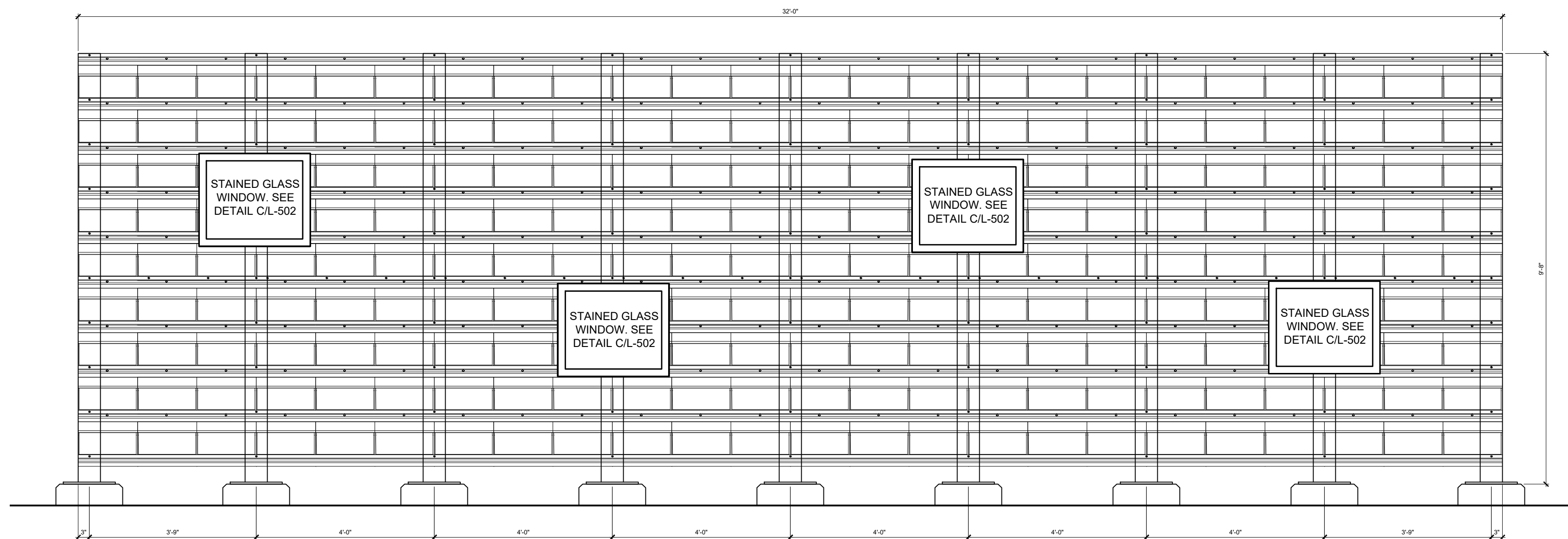
74

March 14, 2022 - 100% CD DRAFT SET

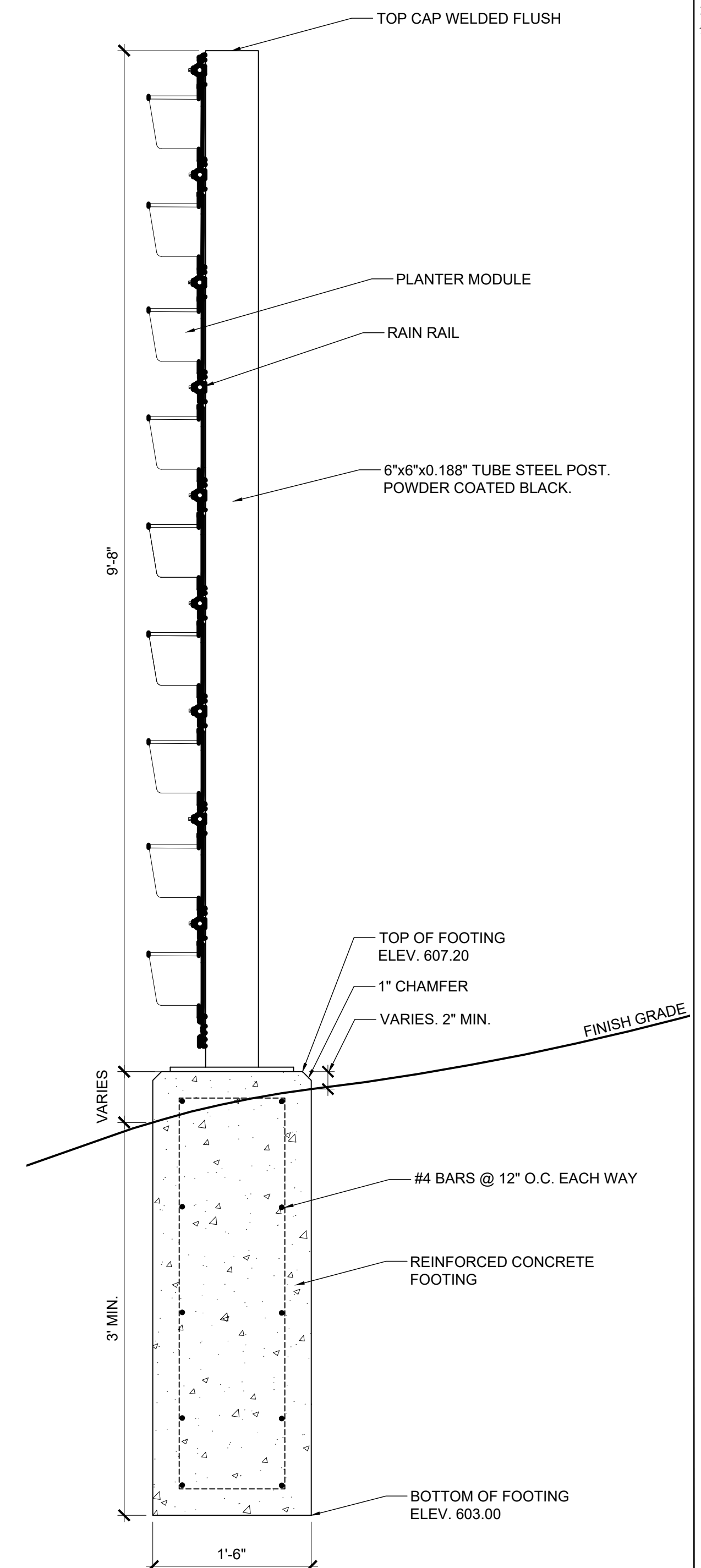
NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY IN EVENTS OF DISCREPANCIES, OMISSIONS, AND/OR CONFLICTS IN THE DRAWINGS OR SPECIFICATIONS. THE CONTRACTOR IS NOT AUTHORIZED TO SCALE THE DRAWINGS. ALL QUESTIONS IN REFERENCE TO CONTRACT DOCUMENTS SHALL BE IMMEDIATELY DIRECTED TO THE LANDSCAPE ARCHITECT.



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B GREEN WALL ELEVATION
SCALE: 1"=2'



A GREEN WALL POST AND FOOTING
SCALE: 1"=1'

MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3



50 GAY AVE.
CLAYTON, MO 63105

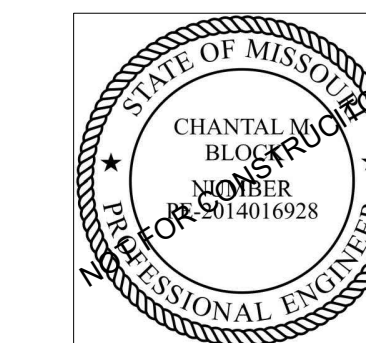
Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
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KEY PLAN

Issuances		
No.	Description	Date
1	BID SET	3/17/22

Revisions		
No.	Description	Date

SWT No. 20788.05

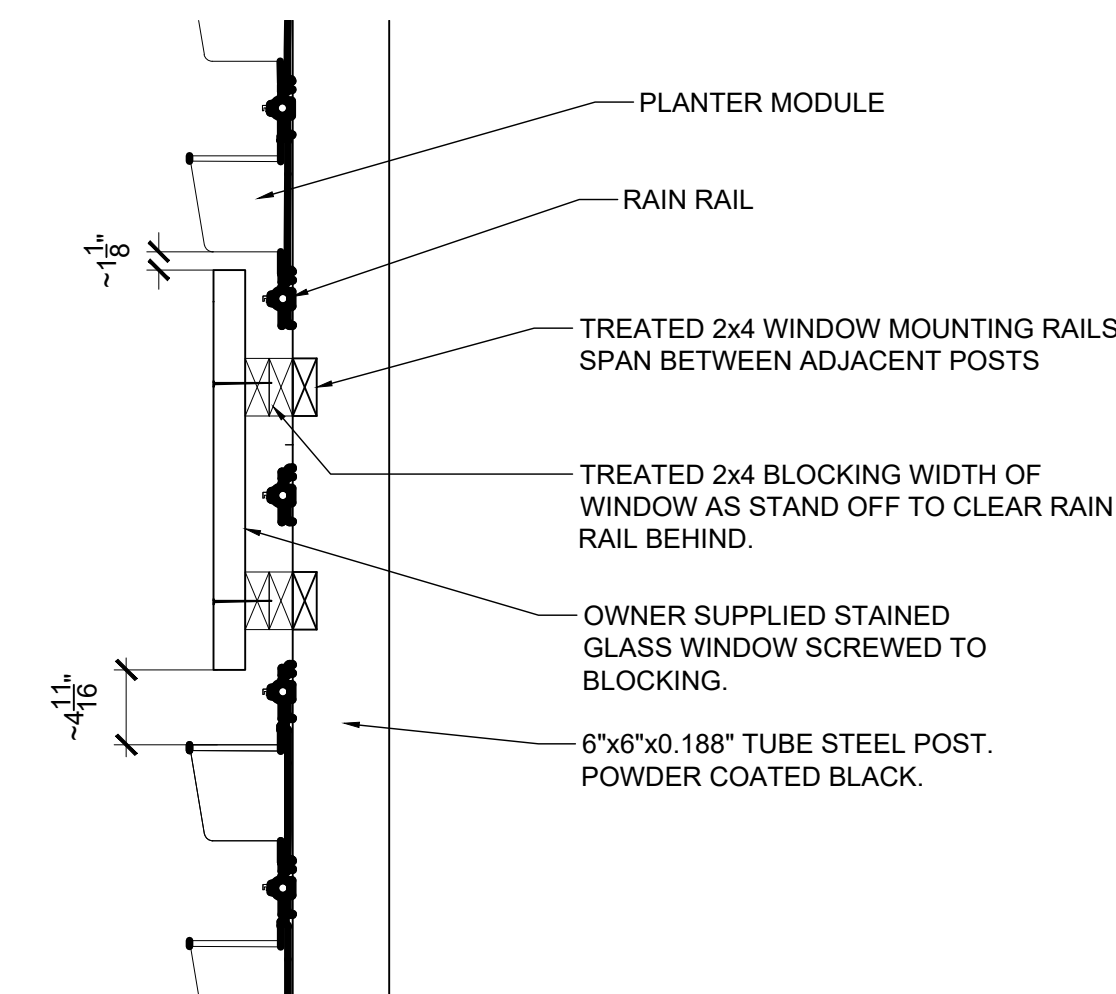
Drawn	Reviewed
ZS	CMB

Sheet Title
HARDSCAPE DETAILS

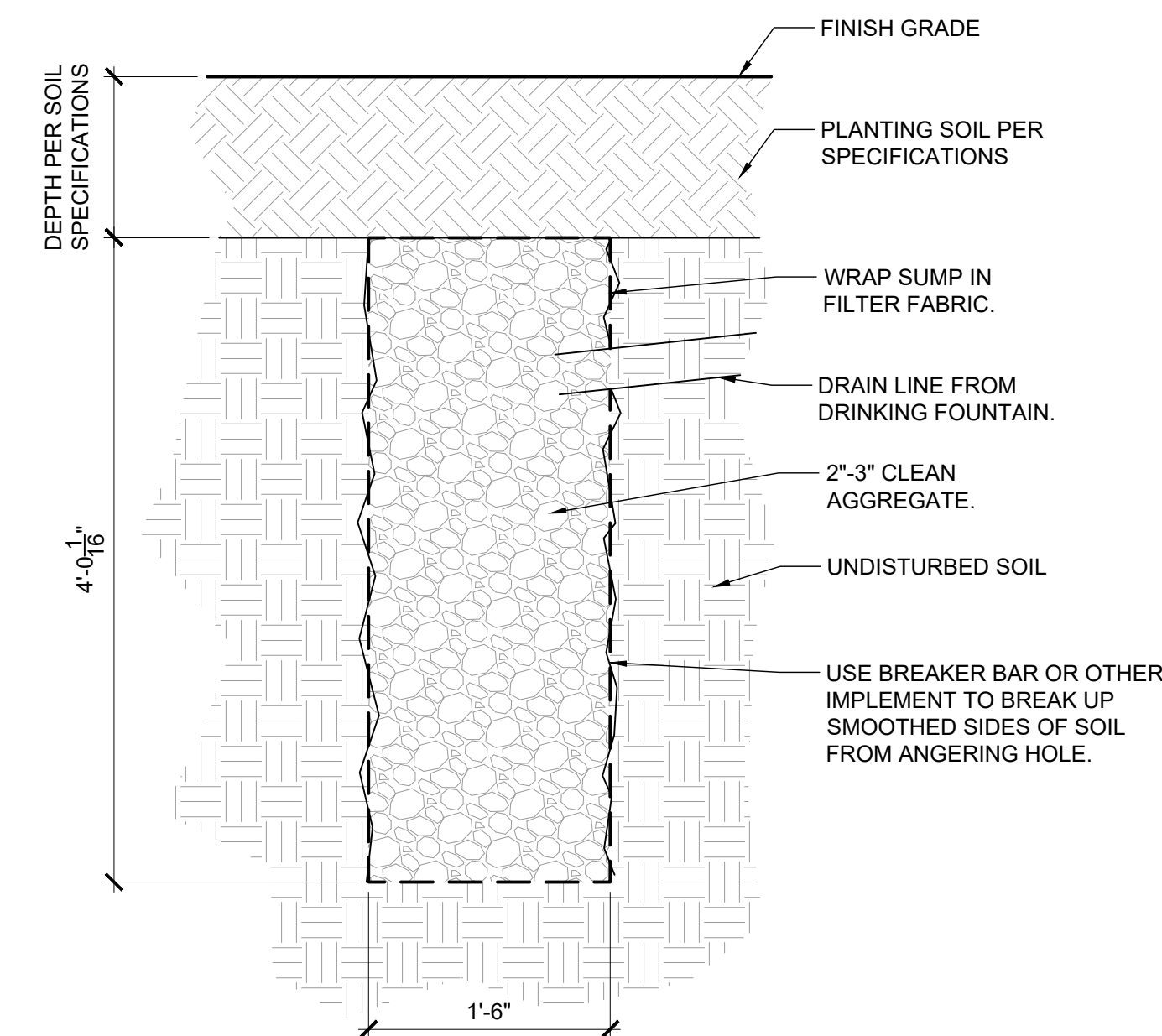
Number

L-502

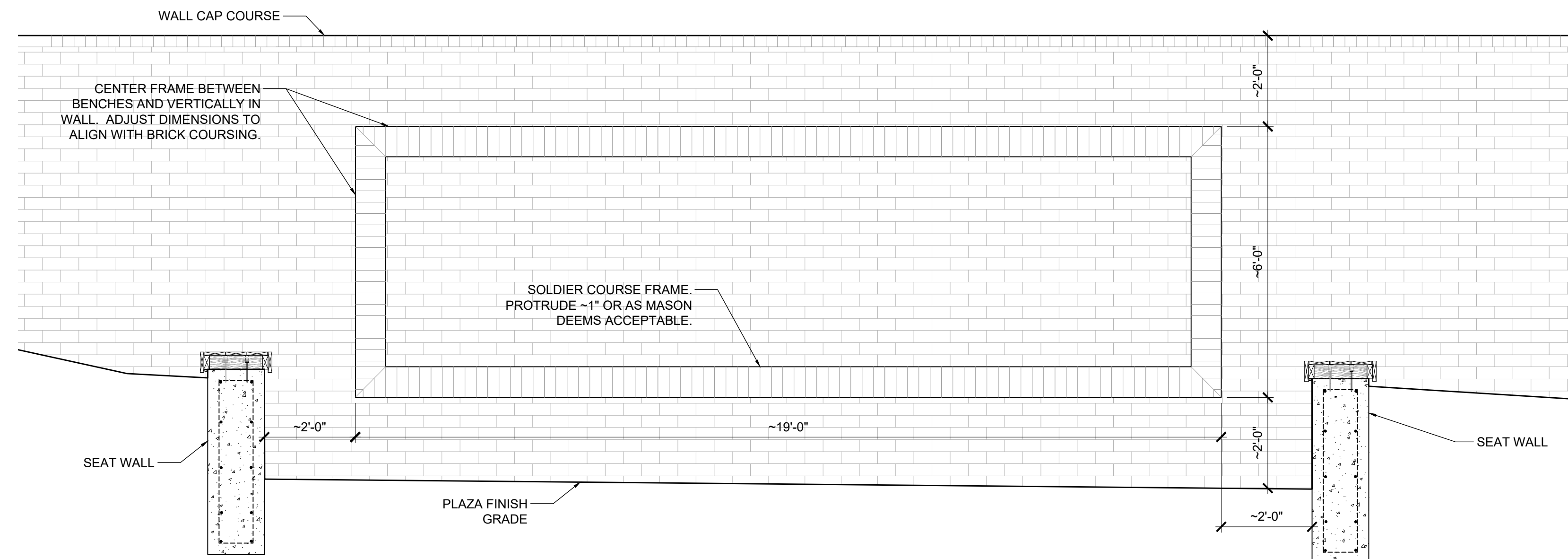
MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3



C GREEN WALL STAINED GLASS MOUNTING
SCALE: 1"=1'



B DRAINAGE SUMP DETAIL
SCALE: 1"=1'



D BRICK COURTYARD WALL DETAIL ELEVATION
SCALE: 1"=2'



A ENTRY SIGN WALL ELEVATION
SCALE: 1"=1'

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

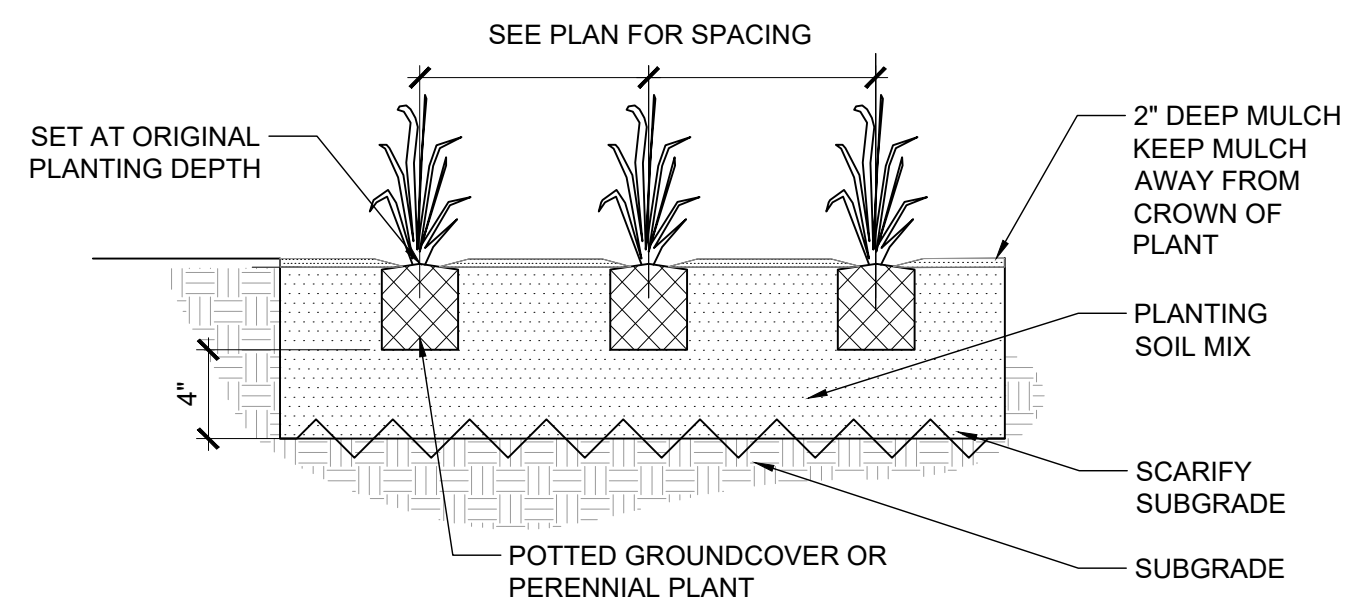
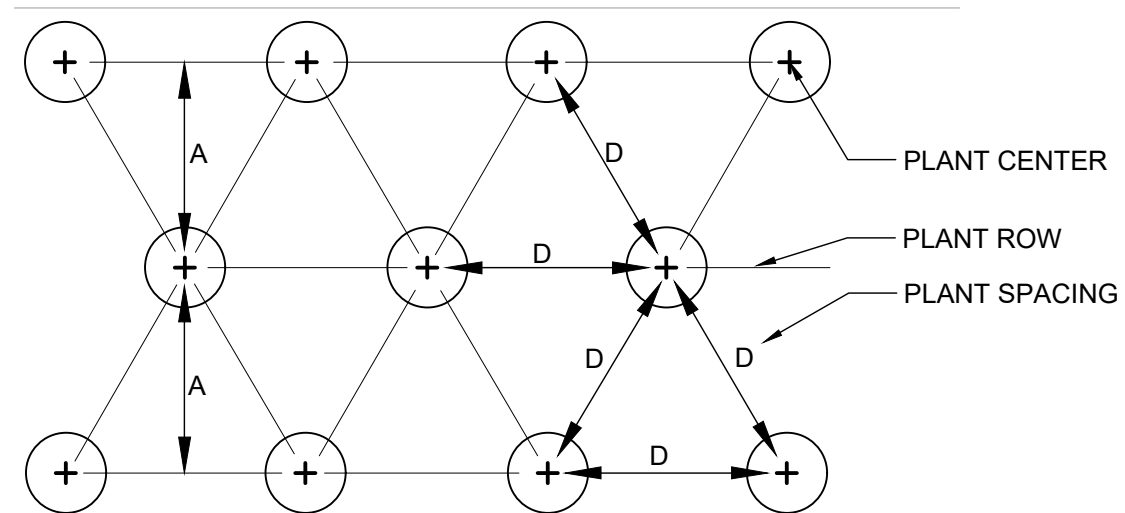


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MODOT (314) 340-4100

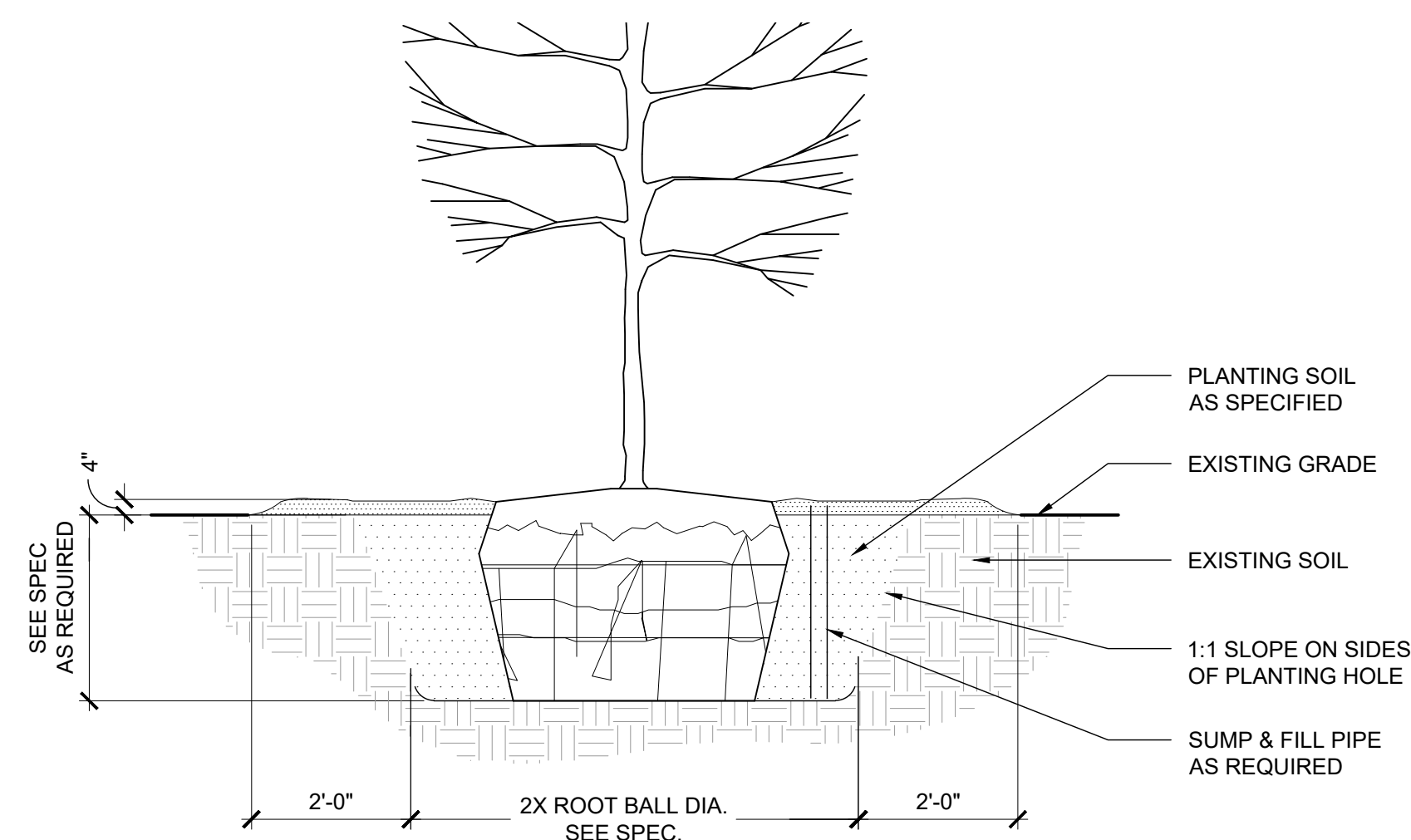
EXHIBIT A

SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
18"	15.6"	.450
15"	13.0"	.640
12"	10.4"	1.00
10"	8.66"	1.44
8"	6.93"	2.25
6"	5.19"	4.00



- NOTES:
1. REMOVE SPENT FLOWERS PRIOR TO PLANTING.
 2. LOOSEN ROOT MASS AT BOTTOM OF ROOT BALL.
 3. TOP OF ROOT BALL STRIPPED OF 1/4" SURFACE GROWING MEDIA AND COVERED WITH 1/4" LANDSCAPE BED MIX PLUS SURFACE MULCH.
 4. GROUNDCOVER SPACING SHALL BE AS NOTED IN PLANTING SCHEDULE.

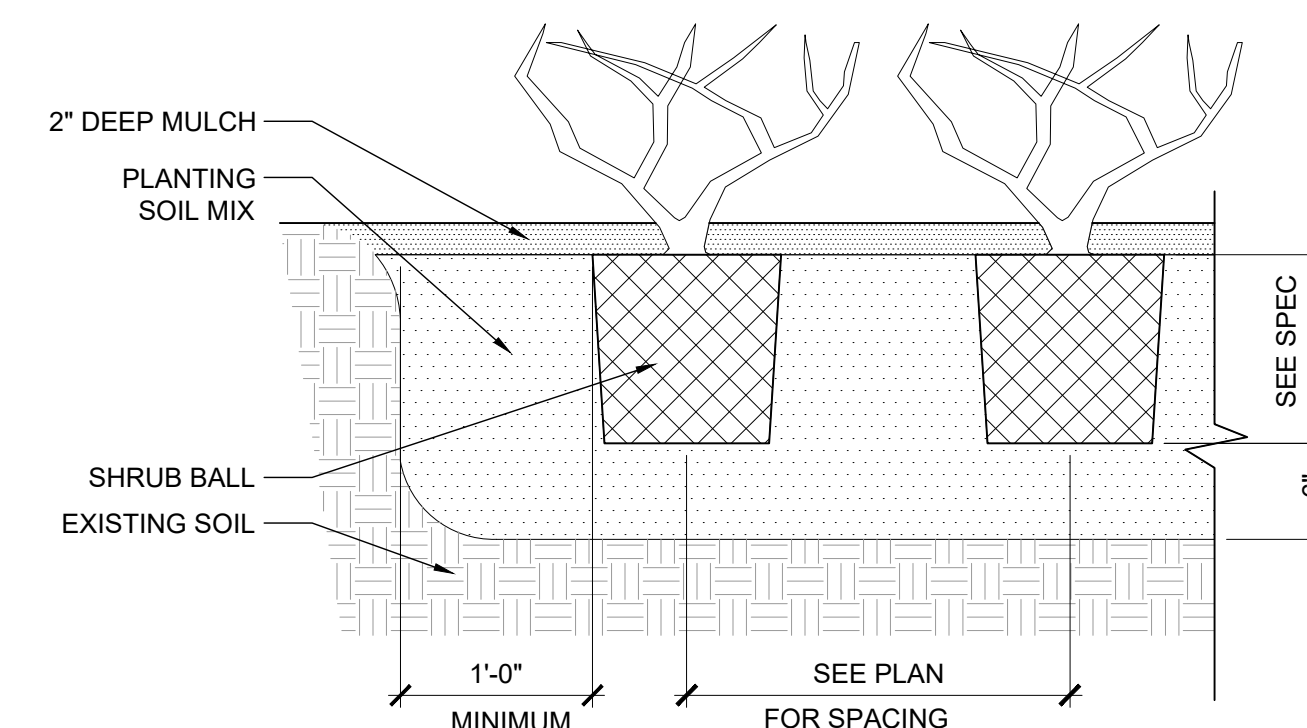
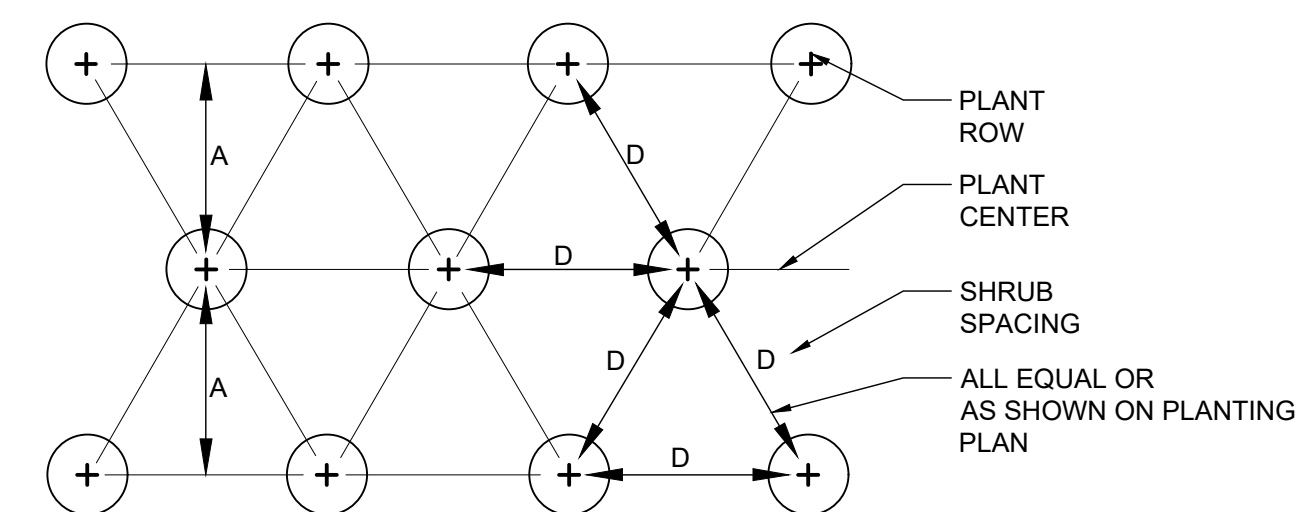
E GROUNDCOVER/PERENNIAL PLANTING
SCALE: 1"=1'



- NOTES:
1. THIS DETAIL APPLIES TO ALL TREE TYPES, CANOPY, FLOWERING, AND EVERGREEN TREES.
 2. DO NOT HEAVILY PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS, AND BROKEN OR DEAD BRANCHES. SOME INTERIOR TWIGS AND LATERAL BRANCHES MAY BE PRUNED; HOWEVER, DO NOT REMOVE THE TERMINAL BUDS OF BRANCHES THAT EXTEND TO THE EDGE OF THE CROWN.
 3. IF PLANT IS SHIPPED WITH A WIRE BASKET AROUND THE ROOT BALL, CUT THE WIRE BASKET IN FOUR PLACES AND FOLD DOWN 8 IN. INTO PLANTING HOLE.
 4. WRAP TREE TRUNKS ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT. SEE WRAPPING DETAIL.
 5. MARK THE NORTH SIDE OF THE TREE IN THE NURSERY, AND ROTATE TREE TO FACE NORTH AT THE SITE WHEN EVER POSSIBLE.
 6. SET TOP OF ROOT BALL FLUSH TO GRADE OR 1-2 IN. HIGHER IN SLOWLY DRAINING SOILS.
 7. 2 IN. MULCH. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. MULCH RING 6 FT. DIAMETER MINIMUM, 8FT. DIAMETER PREFERRED.
 8. STAKE TREES ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT SEE STAKING DETAIL.
 9. PLACE ROOT BALL ON UNEXCAVATED OR TAMPED SOIL.
 10. TAMP SOIL AROUND ROOT BALL BASE FIRMLY WITH FOOT PRESSURE SO THAT ROOT BALL DOES NOT SHIFT.
 11. EACH TREE MUST BE PLANTED SUCH THAT THE TRUNK FLARE IS VISIBLE AT THE TOP OF THE ROOT BALL. TREES WHERE THE TRUNK FLARE IS NOT VISIBLE SHALL BE REJECTED. DO NOT COVER THE TOP OF THE ROOT BALL WITH SOIL.
 12. 4 INCHES (100MM) HIGH EARTH SAUCER BEYOND EDGE OF ROOT BALL.
 13. REMOVE ALL TWINE, ROPE AND WIRE, AND BURLAP FROM TOP HALF OF ROOT BALL.

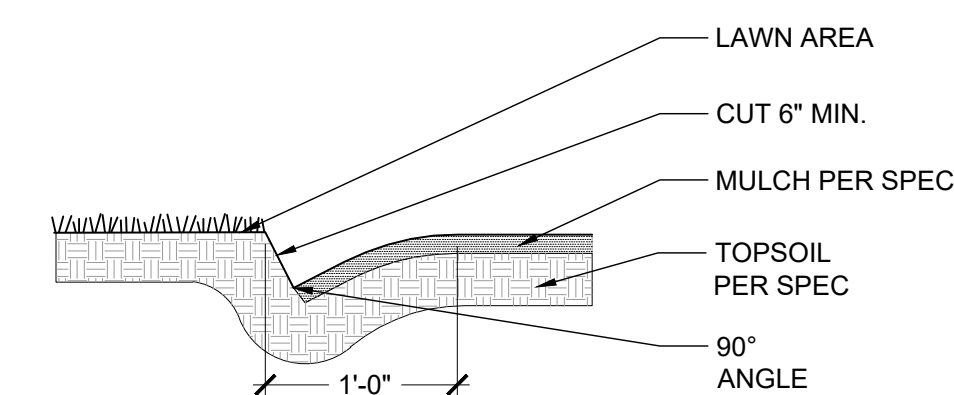
D TREE PLANTING DETAIL
SCALE: 1"=2'

SPACING "D"	ROW "A"	NUMBER OF PLANTS/SQ. FT.
24"	20.8"	.250
30"	26.0"	.160
36"	30.0"	.110
4'	3.46'	.060

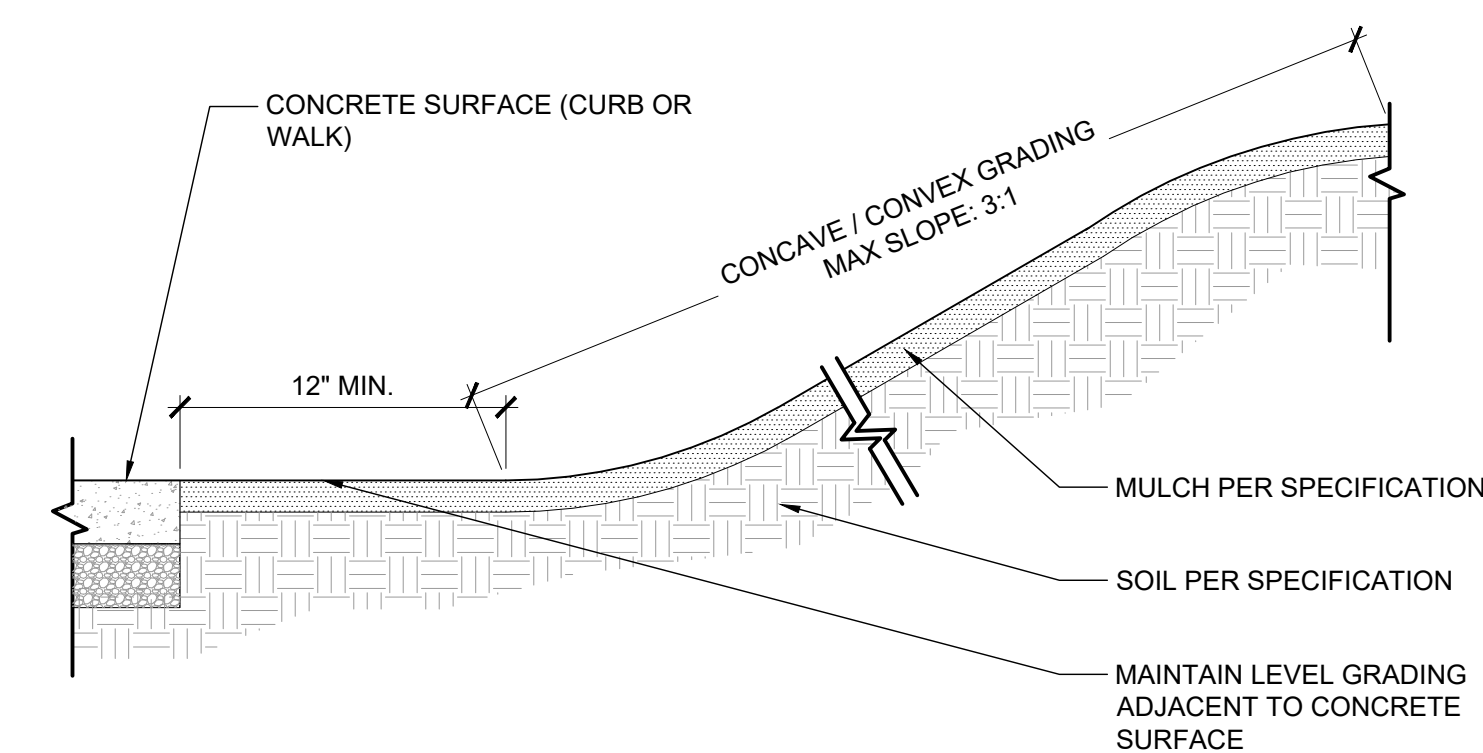


- NOTES:
1. SHRUB SPACING SHALL BE AS NOTED IN PLANTING SCHEDULE.
 2. IF SHRUBS ARE B&B, ROPES AT TOP OF BALL SHALL BE CUT, REMOVE TOP 1/3 OF BURLAP. NON-BIODEGRADABLE MATERIAL SHALL BE TOTALLY REMOVED.

C SHRUB PLANTING
SCALE: 1"=1'



B SPADE CUT EDGE DETAIL
SCALE: 1"=1'



A GRADING - BERM
SCALE: 1"=1'

Prepared For:



50 GAY AVE.
CLAYTON, MO 63105

Project:
7811 MARYLAND AVENUE PARK
7811 Maryland Ave
Clayton, MO 63105

Civil Engineer:



7722 Big Bend Blvd.
St. Louis, MO 63119
t. 314.644.5700

Chantal Block - Civil Engineer
MO # PE-2014016928

SWT Design, Inc.
Missouri State Certificate of Authority #2019038750

KEY PLAN

No.	Description	Date
1	BID SET	3/17/22

No.	Description	Date
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SWT No. 20788.05

Drawn ZS Reviewed CMB

Sheet Title
PLANTING DETAILS

Number

L-520

MSD PROJECT NO.: 12MSD-00565
MSD BASEMAP NO.: 18K3

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



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MODOT (314) 340-4100



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MARK SMITH, CHIEF OF POLICE
DATE: DECEMBER 19, 2023
SUBJECT: RESOLUTION – LICENSE PLATE RECOGNITION SERVICES
CONTRACT WITH FLOCK GROUP, INC.

Since 2021, the City has contracted with Flock to provide license plate recognition (LPR) camera technology to the City. The number of LPR cameras in the city has increased from three in 2021 to eleven in 2023, with a twelfth camera on order. Many of the municipalities in St. Louis County also use Flock Group, Inc. LPR cameras.

When the City initiated services with Flock Group, Inc. in 2021, contracts were renewed annually at a cost of \$2,500 per camera. In October of 2023, the city was notified that Flock Group, Inc. would maintain the annual cost of \$2,500 per camera if the city agreed to a five-year contract. If the city continued the annual contract renewal program instead, the cost would increase to \$3,000 per camera.

By entering into the five-year contract with Flock Group, Inc. as opposed to the one-year renewal program, the City will realize savings of \$6,000 annually and \$30,000 over the life of the contract.

STAFF RECOMMENDATION: To approve the resolution authorizing the execution of a five-year contract with Flock Group, Inc. to provide access to Flock services.

RESOLUTION NO. 2023-36

A RESOLUTION APPROVING A CONTRACT WITH FLOCK GROUP, INC.

WHEREAS, Flock Group, Inc. offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing image data and provide notifications to the City;

WHEREAS, the City desires access to the Flock Services on existing devices, provided by Flock Hardware in order to create, view, search and archive images and receive Notifications, via the Flock Services;

WHEREAS, the City shall have access to the images in Flock Services. Pursuant to Flock's standard Retention Period, Flock deletes all images on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving images from Flock Services on its own storage devices;

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

Section 1. The Board of Aldermen approves on behalf of the City a contract with Flock Group, Inc. for license plate recognition equipment and services in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full and 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 both from and after its passage by the Board of Aldermen.

Passed this 19th day of December 2023.

Mayor

ATTEST:

City Clerk

Flock Safety + MO - Clayton PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Melissa Lee
melissa.lee@flocksafety.com
3144483862



EXHIBIT A
ORDER FORM

Customer: MO - Clayton PD
 Legal Entity Name: MO - Clayton PD
 Accounts Payable Email: msmith@claytonmo.gov
 Address: 10 S Brentwood Blvd Clayton, Missouri 63105

Initial Term: 60 Months
 Renewal Term: 24 Months
 Payment Terms: Net 30
 Billing Frequency: Annual - First Year at Signing.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon®	Included	12	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	1	\$650.00

Subtotal Year 1:	\$30,650.00
Annual Recurring Subtotal:	\$30,000.00
Discounts:	\$30,000.00
Estimated Tax:	\$0.00
Contract Total:	\$150,650.00

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$30,650.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$150,650.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$30,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached. The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: MO - Clayton PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Master Services Agreement

This Master Services Agreement (this “*Agreement*”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“*Flock*”) and the entity identified in the signature block (“*Customer*”) (each a “*Party*,” and together, the “*Parties*”) on this the 07 day of November 2023. This Agreement is effective on the date of mutual execution (“*Effective Date*”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“*Notifications*”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

WHEREAS, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

AGREEMENT

NOW, THEREFORE, Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and

supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein. 1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle FingerprintTM**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form ("**Retention Period**"). Authorized End Users will be required to sign up for an account and select a password and username ("**User ID**"). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as "**Support Services**").

2.4 Upgrades to Platform. Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services

are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as *“Customer Obligations”*).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party).

Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with

respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, or Public Record access laws. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement except as may be required by applicable record retention laws. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or

third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days 'prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days 'notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

6.3 Late Fees. Intentionally omitted.

6.4 Taxes. Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“Cure Period”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “*Defect*”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware but Customer shall have option for a reduced cost of service pro rata should Customer opt not to replace Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING

LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Flock shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Flock shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will

collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“**Deployment Plan**”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C (“**Customer Obligations**”). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance With Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena or document request(s), anything in Section 5.1, above, to the contrary notwithstanding

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State and County in which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("Special Terms"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation (“FAR”), section 2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

11.17 **Employment Citizenship Verification.** Flock will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. 2016, which requires as a condition for the award of any contract or grant in excess of five thousand dollars by any political subdivision of the State of Missouri to a business entity, that the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted service, and requires every such business entity to also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

[EMAIL: legal@flocksafety.com](mailto:legal@flocksafety.com)

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) Commercial General Liability insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) Umbrella or Excess Liability insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) Professional Liability/Errors and Omissions insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) Commercial Automobile Liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and
- (v) Cyber Liability insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

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

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

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

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

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

OR:

____ The business employs fewer than 10 employees.

Company Name

Signature

Printed Name and Title