

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

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

Please click this URL to join. <https://us02web.zoom.us/j/81987567798>; Webinar ID: 819 8756 7798

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

CITY OF CLAYTON BOARD OF ALDERMEN
DISCUSSION SESSION – 6:30 P.M.
TUESDAY, AUGUST 27, 2024
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

1. Discussion on vacant storefront window coverings.

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

CITY OF CLAYTON BOARD OF ALDERMEN
TUESDAY, AUGUST 27, 2024 – 7:00 P.M.
CITY HALL COUNCIL CHAMBERS, 2ND FL
10 N. BEMISTON AVENUE
CLAYTON, MO 63105

ROLL CALL

PUBLIC REQUESTS & PETITIONS

CONSENT AGENDA

1. Minutes – August 13, 2024
2. Motion - Setting Public Hearings for the proposed Property Tax Levies for tax year 2024 (FY 2025) and the FY2025 Operating and Capital Improvement Budget.

CITY MANAGER REPORT

1. Ordinance – A contract for Aquatic Facilities Management Services. (Bill No. 7037)
2. Ordinance – Amend Section 215.765 to modify the allowable hours of usage for motor-driven outdoor maintenance equipment. (Bill No. 7038)
3. Ordinance – Modification to the Municipal Traffic Code related to on-street parking on West Biltmore Drive. (Bill No. 7039)
4. Resolution – Tenant Bill of Rights. (Res. No. 2024-13)
5. Motion – Metropolitan Sewer District Operation - Maintenance Construction Improvement (OMCI) Program.
6. Motion – Opportunity Central Honorary Sign.

ADJOURNMENT

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

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



Storefront Windows

August 27, 2024

Current Vacant Ground Floor Commercial

Ward 3		7811 Clayton Rd	8,500
9 N Bemiston Ave	10,300	500 S Brentwood	3,500
12-16 N Meramec Ave	6,000	8012 Bonhomme Ave	3,532
7700 Forsyth Blvd	7,478	8101 Clayton Road	4,517
16 N Central Ave	2,400	8121 Maryland Ave	1,200
7525 Forsyth Blvd	800	8111 Maryland Ave	3,345
8001 Forsyth Blvd	2,479	Ward 2	
505-511 S Hanley Rd	1,870	7651 Clayton Rd	1,837
8401 Maryland Ave	1,363	7676 Forsyth Blvd	9,704
7931 Forsyth Blvd	3,500	159 Carondelet Plz	1,699
50 S Bemiston	4,785	514 Hanley Rd	211
7751 Carondelet Ave	5,792	Ward 1	
7807 Clayton Rd	3,800	6451 Clayton Rd	6,200
		Total	94,812
		Average Size	4,122

Reference: The Crossing, 7823 Forsyth 1,913 sf.

Section 425.100 Vacant Ground Floor

The windows in all ground level vacant spaces must be covered in a workmanlike manner with white butcher paper or a window covering provided by the City of Clayton. A temporary sign either advertising the space or announcing a future tenant may be displayed, provided it follows the provisions governing that type of signage.



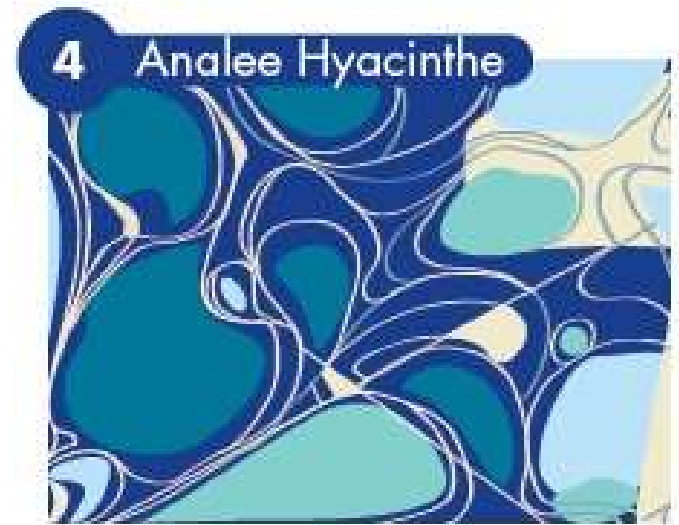


2012 Program

In 2012 the City amended Section 425.100 to add the optional use of City provided window coverings for use on vacant storefronts. The City window covering was provided using a single design on standard paper in only one height sized option. The cost of the paper was approximately \$3,250. The program proved to be both time-consuming and not a solution for long-term use and therefore was discontinued.

Miami Beach, Florida

The City of Miami Beach requires window coverings for vacant storefronts; but offers property owners three choices. They may cover the windows using plain materials, designs provided by the City, or individual designs approved by their design review board. The City provided designs are on commercial grade materials specifically made for window covering. In addition, the City provided designs are free to property owners and even include installation by a City contractor.



Evanston, Illinois

The City of Evanston amended their sign regulations during the COVID Pandemic to address vacant ground floor commercial space. Their new ordinance requires the options of use of commercial grade long-lasting materials, displays of local artists or displays of merchandise from nearby retailers. The City of Evanston does not provide any of the window coverings; but does retain approval of displays.



Style Examples



SAINT LOUIS ART FAIR
SEPTEMBER 8 • 9 • 10 2023



Style Examples



Discussion Items

Materials

- Other than paper no other sustainable options are currently in use
 - Even with current spaces that attempt to comply with window coverings, paper requires constant maintenance
- Vinyl is the most durable, colorfast, and applicable use

Costs

- Vinyl \$7-10 sf.
 - Estimated costs for the Crossing on Forsyth - \$1,008-1,440
 - Estimated costs for SBD - \$34,891-49,845
- Installation \$75-125 hr.
 - Estimated costs for the Crossing on Forsyth - \$150-\$250
 - Estimated costs for SBD - \$5,192-8,654
- Estimated total costs for SBD \$40,084-58,498

THE CITY OF CLAYTON

Board of Aldermen
In-Person and Virtual Meeting
August 13, 2024
7:06 p.m.

MINUTES

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

In-person: Bridget McAndrew, Becky Patel, Gary Feder, Rick Hummell, JeffYorg, and Mayor Michelle Harris.

Virtual: Susan Buse

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

PUBLIC REQUESTS AND PETITIONS

None

PUBLIC HEARING AND A RESOLUTION – CONDITIONAL USE PERMIT FOR 7451 BLAND DRIVE

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

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

Dee Joiner, representing the owner, addressed the Board to answer questions.

Mayor Harris closed the public hearing.

Motion made by Alderman McAndrew to approve Resolution No. 2024-12, granting a Conditional Use Permit for 7451 Bland Drive to allow for an Accessory Dwelling Unit. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

CONSENT AGENDA

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

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

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

AN ORDINANCE FOR A CONDOMINIUM PLAT AT 7527 OXFORD DRIVE

City Manager Gipson reported this is an ordinance approving a condominium plat at 7527 Oxford Drive. The subject property comprises one (1) multi-family structure with six (6) units. On July 14, 2024, the applicant applied for conversion of the building to a condominium and submitted a condominium plat, bylaws and declaration. Staff sent comments on July 23, 2024, and revisions were provided August 2, 2024. Staff are of the opinion that with the revisions the requested plat is in compliance with applicable codes, ordinances and standards of Article III of Chapter 415 of the City Code relating to condominiums and condominium building conversions. Larry Lipsitz, applicant, addressed the Board to answer questions.

Alderman McAndrew introduced Bill No. 7034, approving a Condominium Plat for 7527 Oxford Drive to be read for the first time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7034, first reading, an Ordinance Providing for the Approval of a Plat for the Oxford Place Condominiums, a Condominium Located At 7527 Oxford Drive in the City of Clayton, Missouri by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7034 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7034, approving a Condominium Plat for 7527 Oxford Drive to be read for the second time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7034, second reading, an Ordinance Providing for the Approval of a Plat for the Oxford Place Condominiums, a Condominium Located At 7527 Oxford Drive in the City of Clayton, Missouri by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6894 of the City of Clayton.

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE A REVISED INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF BRENTWOOD, MAPLEWOOD, AND RICHMOND HEIGHTS FOR FIRE DEPARTMENT TRAINING SERVICES

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

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

Alderman McAndrew introduced Bill No. 7035, authorizing an Intergovernmental Agreement with the City of Brentwood, the City of Richmond Heights, and the City of Maplewood for fire department training services to be read for the first time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7035, first reading, an Ordinance Authorizing an Intergovernmental Agreement Between the Cities of Brentwood, Clayton, Maplewood, and Richmond Heights for Fire Department Training Services by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7035 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7035, authorizing an Intergovernmental Agreement with the City of Brentwood, the City of Richmond Heights, and the City of Maplewood for fire department training services to be read for the second time by title only. Alderman Buse seconded.

City Attorney O’Keefe reads Bill No. 7035, second reading, an Ordinance Authorizing an Intergovernmental Agreement Between the Cities of Brentwood, Clayton, Maplewood, and Richmond Heights for Fire Department Training Services by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6895 of the City of Clayton.

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

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

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

Matt Malick, Director of Public Works, addressed the Board to answer questions.

Joe Sweitzer, Navigate, was present to answer any questions from the Board.

Bryon Oster, H Design Group, attended virtually to answer questions from the Board.

Alderman McAndrew introduced Bill No. 7036, approving a contract with H Design Group, LLC for the Clayton Municipal Garage Renovation Project to be read for the first time by title only. Alderman Buse seconded.

City Attorney O'Keefe reads Bill No. 7036, first reading, an Ordinance approving a Contract with H Design Group, LLC for Professional Design Services Related to the Clayton Municipal Garage Renovation Project by title only.

The motion passed unanimously on a voice vote.

Motion made by Alderman McAndrew moves that the Board give unanimous consent to consideration for adoption of Bill No. 7036 on the day of its introduction. Alderman Buse seconded.

The motion passed unanimously on a voice vote.

Alderman McAndrew introduced Bill No. 7036, approving a contract with H Design Group, LLC for the Clayton Municipal Garage Project to be read for the second time by title only. Alderman Buse seconded.

City Attorney O'Keefe reads Bill No. 7036, second reading, an Ordinance approving a Contract with H Design Group, LLC for Professional Design Services Related to the Clayton Municipal Garage Renovation Project by title only.

The motion passed on a roll call vote: Alderman McAndrew – Aye; Alderman Buse – Aye; Alderman Patel – Aye; Alderman Feder – Aye; Alderman Hummell – Aye; Alderman Yorg – Aye; and Mayor Harris – Aye. The bill, having received majority approval, was adopted, and became Ordinance No. 6896 of the City of Clayton.

OTHER

Alderman McAndrew reported on the following:

- Plan Commission/ARB
 - The Commission approved the site plan; discussed the 139 N. Bemiston demolition; Commission voted to continue the discussion
- CRSWC Finance Committee
 - The Committee discussed the budget (deficit) for The Center; there are large capital projects expected (i.e. flat roof coating project, proposed marketing plan)

Alderman Buse reported on the following:

- Parks & Recreation Commission
 - Commission welcomed Jim Craig as the new chair

Alderman Patel reported on the following:

- Attended the St. Louis Art Fair Kick-Off party
- Washington University Overlay Project – looking forward to moving forward; Kudos to the staff for keeping citizens up-to-date on the process and implementing expressed concerns and recommendations
- NUERF
 - Discussed an “experience study” – detailed review of the pension

Alderman Feder reported on the following:

- UERF – the Board reported that as of June 30, 2024 the plan is doing very well; discussion on proposed investments (i.e. real estate)
- Attended the Art Fair Kick-off party
- Maryland Avenue bile lanes – consider a discussion due to a recent incident

Alderman Hummell reported on the following:

- Attended the St. Louis Art Fair Kick-off party – Alderman Feder provided words for the event
- Washington University Overlay Project – looing forward to receiving the Washington University proposal; thanks to staff for continued updates
- CRSWC Finance Committee – approved a fee increase
- NUERF – provided a brief summary/explanation of the decision on the interest rates chosen by the Board

Alderman Yorg reported on the following:

- Parks & Recreation Commission – discussion on applying for the *Dark Sky Place* certification program for Shaw and Oak Knoll Parks
- Announced that the School District of Clayton’s back to school event is scheduled for Thursday, August 15 – encouraged everyone to attend

Mayor Harris reported on the following:

- Washington University Overlay Project - hanks to staff for the continued updates
- Announced that retailers, *5Iron Golf* - an indoor golf, sports bar and *The Flight Club* – an upscale social venue for dart throwing are both coming to Clayton

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

The motion was approved unanimously on a voice vote.

There being no further discussion the Board adjourned at 8:05 p.m.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
KAREN DILBER, DIRECTOR OF FINANCE

DATE: AUGUST 27, 2024

SUBJECT: MOTION – SETTING PUBLIC HEARINGS FOR CONSIDERATION OF THE PROPOSED PROPERTY TAX LEVIES FOR TAX YEAR 2024 (FY2025) AND THE FY2025 OPERATING AND CAPITAL IMPROVEMENT BUDGET

The Board of Aldermen has received the City Manager's proposed Fiscal Year 2025 (FY2025) Operating and Capital Improvement Budget. The City has also recently received assessed valuation information from St. Louis County for calculating the 2024 (FY2025) property taxes. As part of the property tax and budget process, the Board is required to hold a public hearing to seek public input prior to formal adoption.

Staff is recommending that a public hearing be scheduled for September 10, 2024, at 7:00 p.m. at the regular Board of Aldermen meeting for both the property tax levy hearing, and the Fiscal Year 2025 budget hearing.

Recommendation: To approve a motion scheduling a public hearing on September 10, 2024, at 7:00 p.m. to receive public comment on the proposed Tax Year 2024 (FY2025) property tax levies and the proposed Fiscal Year 2025 Operating and Capital Improvement Budget.



City Manager
 10 N. Bemiston Avenue
 Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
 TONI SIERING, DIRECTOR OF PARKS & RECREATION
DATE: AUGUST 27, 2024
SUBJECT: ORDINANCE – A CONTRACT WITH MIDWEST POOL MANAGEMENT LTD. FOR AQUATIC FACILITY MANAGEMENT SERVICES

The Parks and Recreation Department issued a Request for Proposals for Aquatic Facility Management Services for Shaw Park Aquatic Center and the Center of Clayton on June 18, 2024. The current contract with Midwest Pool Management (MPM) runs through September 30, 2024 and, while we have been happy with their services, it has been three years since these services were publicly bid.

We received three proposals in response to our RFP. One was from our current service provider, Midwest Pool Management (MPM), and two others were from companies located in Georgia and Florida (USA Management and The Sports Facilities Companies). Upon extensive review of the proposals, staff is recommending that the City enter into a three-year contract with MPM as the most responsive bidder based upon the factors listed below:

- Most competitive wages in recruiting and retaining staff
- Experience in the St. Louis area market
- Size of the organization in the St. Louis area

The fees proposed to provide these services are detailed in the following chart:

MPM Proposed Fees							
Service Area	FY24	FY25	% Change	FY26	% Change	FY27	% Change
SPAC							
Management Fee	\$21,120	\$34,800	39.31%	\$36,540	4.76%	\$38,370	4.77%
Salary Budget	\$281,070	\$284,115	1.07%	\$299,040	4.99%	\$312,600	4.34%
Center of Clayton							
Management Fee	\$31,980	\$39,675	19.40%	\$41,660	4.76%	\$43,740	4.76%
Salary Budget	\$418,085	\$454,630	8.04%	\$478,515	4.99%	\$502,630	4.80%
Total	\$752,255	\$813,220		\$855,755		\$897,340	

Though the initial increase for the management fees is significant, the following years are more normalized and include a 4.76% increase in FY26 and a 4.77% increase in FY27. As you may recall, 2024 is the first summer in four years that we have had a pool manager at Shaw Park Aquatic Center, who is also our consistent year-round manager. Despite the increased costs which are a result of increased hourly wages, we believe this is still the most effective way to operate our aquatic facilities and are very pleased with the current manager assigned to Clayton pools.

MPM’s proposed salary expenses are in line with their current pay plan, which allows for higher hourly wages for front line positions. As we have discussed over the past several years, vacant lifeguard positions have been particularly challenging to fill, and this nationwide trend has shown little signs of improving over the past several years and into the immediate future. MPM has addressed this challenge by improving the hourly rates of pay for its staff – in particular head lifeguards and lifeguards, whose wages make up the bulk of the salary expenses. You may recall that the most recent contract with MPM was amended in 2023 to account for increased hourly rates of pay to attract and retain more qualified employees. The hourly rate of pay comparison is as follows:

	Midwest Pool Mgmt.	The Sports Facilities Cos.	USA Management
Manager	\$24.24 - \$25.96/hr	\$25.00/hr	\$19.85/hr
Assistant Manager	\$23.02 - \$25.96/hr	\$20.00/hr	\$19.35/hr
Head Lifeguard	\$21.81 - \$24.66/hr	\$18.00/hr	\$19.35/hr
Lifeguard	\$19.69 - \$21.10/hr	\$15.00/hr	\$18.85/hr
Cashier	\$19.39 - \$20.90/hr	\$14.00/hr	\$17.65/hr

As with our past contracts, the total proposed for salaries is a not to exceed amount for a total number of hours negotiated based upon history of full operations and, any hours not filled or used will be credited back to the City and/or Center of Clayton at the end of each fiscal year. Throughout our nine years with this service provider, we have generally received a refund due to open shifts, weather cancellations and other variations in the schedule.

The general terms of the agreement, levels of staffing, hours of operation and other details of the contract were agreed to have worked well so no other changes to the service levels are being proposed at this time. City staff will continue to handle the swim lesson program, water fitness classes, camps, and other specialty programs. We will also keep the concession operations at the outdoor pool under their current contract with Healthy Creations.

The cost for this contract will be \$813,220 in FY25, \$855,755 in FY26 and \$897,340 in FY27, for a total cost of \$2,566,315. Of those charges, \$1,005,465 will be charged to the City’s General Fund and \$1,560,850 will be charged to the Center of Clayton Operating Fund.

Recommendation: To approve the ordinance authorizing the execution of a contract with Midwest Pool Management in the amount of Two Million Five Hundred Sixty-Six Thousand Three Hundred and Fifteen Dollars (\$2,566,315).

BILL NO. 7037

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONTRACT WITH MIDWEST POOL MANAGEMENT, LTD,
FOR AQUATIC MANAGEMENT SERVICES FOR THE CITY OF CLAYTON

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

WHEREAS, the City operates the Center of Clayton Aquatic Center and Shaw Park Aquatic Center; and

WHEREAS, the City desires to retain the Contractor to manage the operations of these Aquatic Centers; and

WHEREAS, upon request and advertisement for proposals, Midwest Pool Management, LTD, submitted their proposal and possesses the expertise and experience necessary to provide Aquatic Management Services to the City of Clayton:

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

Section 1. The Board of Aldermen approves on behalf of the City a contract with Midwest Pool Management, LTD, for Aquatic Management 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 for an amount not to exceed Two Million Five Hundred Sixty-Six Thousand Three Hundred and Fifteen Dollars (\$2,566,315), together with such document changes as shall be approved by the officers of the City executing same which are consistent with the provisions and intent of this legislation and necessary, desirable, convenient or proper in order to carry out the matters herein authorized. The Mayor, City Manager and other appropriate City officials are hereby authorized to execute the Agreement and such additional documents and take any and all actions necessary, desirable, convenient or prudent in order to carry out the intent of this legislation.

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

Adopted the 27th day of August 2024.

Mayor

ATTEST:

City Clerk



**CITY OF CLAYTON
AQUATIC FACILITY MANAGEMENT SERVICES CONTRACT
FOR
THE CENTER OF CLAYTON AND SHAW PARK AQUATIC CENTER**

This contract is made as of the 27th of August, 2024, by and between the City of Clayton (herein noted as “the City”), a municipality located in Clayton, Missouri, and Midwest Pool Management (herein noted as “the Contractor”), an Illinois corporation in good standing known as Midwest Pool Management Corporation and authorized to do business in Missouri as Midwest Pool Management, Ltd., located in Maryland Heights, Missouri.

WHEREAS, the City operates the Center of Clayton Aquatic Center; and

WHEREAS, the City owns and operates the Shaw Park Aquatic Center; and

WHEREAS, the City desires to retain the Contractor to manage the operations of these Aquatic Centers; and

WHEREAS, the Contractor possesses the expertise and experience necessary to provide aquatic facility management services to the City; and

NOW THEREFORE, in consideration of mutual covenants herein contained, it is agreed as follows:

- 1) GENERAL BACKGROUND:** The Contractor will operate and manage:
 - a) Shaw Park Aquatic Center is located at 111 S. Brentwood Blvd. The outdoor complex consists of three pools, concession stand and associated buildings. The Contractor will be responsible for all personnel and services necessary or appropriate for management, staffing, maintenance, and operation the pools. These services will include staffing all pool managers, head lifeguards, lifeguards, and cashiers. Contractor will be responsible for accepting daily admission fees, checking, and scanning membership passes, and controlling all methods of access to the facility. The City will continue to handle facility reservations, learn-to-swim programs, water fitness programming and handle all user group bookings.
 - b) The Center of Clayton Aquatic Facility located at 50 Gay Ave. The indoor facility consists of three bodies of water: Leisure Pool with zero depth entry, current channel, slide, two lap lanes; hot tub; and competition pool with eight 25-yard lanes. The Contractor will be responsible for all management and staffing related services for this facility. These services will include staffing head lifeguards and lifeguards.

The City will continue to handle facility reservations, learn-to-swim programs, water fitness programming and handle all user group bookings.

2) REPRESENTATIONS AND WARRANTIES OF CONTRACTOR: Contractor hereby represents and warrants as follows:

- a) Under this agreement, the Contractor will manage the operations of the Aquatic Centers as per the scope of duties outlined in this contract.
- b) The Contractor will coordinate its activities with the City’s designated representative in an effort to reduce duplication of services.
- c) The Contractor is a for-profit company, the principal purpose of which is the operations and management of facilities in the Midwest.
- d) Contractor warrants and represents that its services provided under this Contract will at all times be performed and delivered in a competent, skillful and workmanlike manner and will in all respects be provided in conformity with the highest professional standards and best practices for management and operation of aquatic facilities.
- e) Contactor warrants and represents that it is dully qualified to do business in the State of Missouri and that it possesses all necessary statutory authority to transact business in the state.

3) SERVICES TO BE PROVIDED: The Contractor shall have the responsibility to staff and operate the Center of Clayton Aquatic Center and the Shaw Park Aquatic Center for the periods set forth in this section thereof during the Term of the Agreement. The City intends to provide all maintenance including opening, shutdown and regular ongoing maintenance and janitorial maintenance at the Shaw Park Aquatic Center. The City will continue to manage all aquatic programming for both facilities. The City will require the Contractor to provide staff who have been tested and certified by Starguard during the following Hours of Operation:

- a) **Shaw Park Aquatic Center*:** The dates of operation of the Shaw Park Aquatic Center will include the ‘Regular Season’, beginning on the Saturday of Memorial Day weekend until as early as two weeks before the School District of Clayton begins the school year, and the ‘End of Season’, beginning as early as the day two weeks before the School District of Clayton begins the school year through Labor Day. The Hours of Operation for the facility are as follows:

Regular Season:

Recreational Swim

Monday – Friday	12:00 p.m. – 8:00 p.m.
Saturday/Sunday/Holidays	10:00 a.m. – 8:00 p.m.

Lap Swim

Monday – Friday	9:00 a.m. – 12:00 p.m.
Monday – Thursday	8:00 p.m. – 10:00 p.m.
Saturday/Sunday	9:00 a.m. – 10:00 a.m.

Early Morning Programming

Monday – Friday	5:00 a.m. – 9:00 a.m.
Saturday	6:00 a.m. – 10:00 a.m.
Sunday	9:00 a.m. – 10:00 a.m.

End of Season

Recreational Swim

Tuesday/Thursday/Friday	4:00 p.m. – 8:00 p.m.
Saturday/Sunday/Holidays	10:00 a.m. – 6:00 p.m.

Lap Swim

Monday – Thursday	6:45 a.m. – 10:00 p.m.
Friday	6:45 a.m. – 9:00 p.m.
Saturday/Sunday/Holidays	9:00 a.m. – 6:00 p.m.

(*The City reserves the right to amend the hours of operation that are outlined above. At City’s request Contractor shall provide personnel for lifeguard services for amended open swim hours or other special programs and events as well as private rentals scheduled outside of public swim sessions not listed above. City will be invoiced for this time at the hourly rates detailed in Appendix A.)

- b) **The Center of Clayton Aquatic Facility***: The dates of operation of The Center of Clayton Aquatic Facility will include the ‘school season’ and the ‘summer season’. Holiday hours vary by day and date and are established annually. Current Normal Hours of Operation for the facility are as follows:

School Season:

General Use

Monday – Friday	5:15 a.m. – 8:45 p.m.
Saturday	6:00 a.m. – 4:45 p.m.
Sunday	7:00 a.m. – 4:45 p.m.

Recreational Swim

Tuesday/Thursday/Friday	4:30 p.m. – 7:00 p.m.
Saturday/Sunday	12:00 p.m. – 4:45 p.m.

Summer Season:

General Use

Monday – Friday	5:15 a.m. – 8:45 p.m.
Saturday/Sunday	7:00 a.m. – 4:45 p.m.

Recreational Swim*

Tuesday/Thursday/Friday	1:00 p.m. – 7:00 p.m.
Saturday/Sunday	12:00 p.m. – 4:45 p.m.

(*The City reserves the right to amend the hours of operation that are outlined above. At City's request Contractor shall provide personnel for lifeguard services for amended open swim hours or other special programs and events as well as private rentals scheduled outside of public swim sessions not listed above. City will be invoiced for this time at the hourly rates detailed in Appendix B.)

4) OPERATION OF THE AQUATIC FACILITIES: Contractor will use reasonable care and diligence to provide the following services for the operation of the Aquatic Facilities:

- a) Complete a daily documented (written) safety check of entire complex.
- b) Check and test all safety equipment.
- c) Clean the entire complex at the beginning and end of each day of operation and maintain the facility in a clean condition throughout operating hours, including but not limited to: guard/manager office, locker rooms, restrooms, party rooms, concessions area, all areas within the fencing, and the premises within twenty-five (25) feet of the facility in a clean and orderly fashion by the proper collection of waste, garbage and all other debris.
- d) Notify City staff of any supplies needed to maintain operations.
- e) Proposal should allow for ongoing cleaning during hours of operation to maintain reasonable conditions of the facilities.
- f) Enforce all rules and regulations stipulated by the City and suggest and advise with regard to additional rules and regulations for the operation of the Aquatic Facilities.
- g) Maintain tests and records as required by State, St. Louis County and City and meet all requirements for such.
- h) Maintain any additional records as reasonably required by the City.
- i) Maintain, and operate the filter equipment in accordance with health department requirements notifying the City of mechanical issues.
- j) Pool vacuuming should be scheduled on a daily basis. Automatic vacuums shall be placed in the pools at the end of each day. Pools will be vacuumed manually when required.
- k) Backwash filters as required.
- l) Work with the City in handling complaints users may have, reporting all complaints to the Director of Parks and Recreation or their designee.
- m) Conduct in-service training as per guidelines of Starguard.
- n) Contractor will clean the hair and lint strainers on all pumps and associated filtering devices. This should be done as needed or when Managers and/or Facility Supervisor notice a reduction in flow on the features, slide, etc.
- o) The Contractor will retain a record of all problems brought to their attention. The City will review this log at weekly intervals. A daily log of communication will be kept in the manager's office for the Managers and Director of Parks and Recreation or their designees to review daily.
- p) Keep detailed records of any pullouts, rescues or injuries, describing the circumstances surrounding the incident and denoting the specific location of the incident and everyone involved in or known to have witnessed the event.
- q) Keep detailed records of pool closings for partial or full days.

- r) The Contractor shall have the authority to close the Shaw Park Aquatic Center during inclement weather (below 60 degrees, heavy rain, high wind, thunder or lightning) and shall be prepared to reopen it when the weather permits. The contractor shall have the personnel available seven (7) days per week, twenty-four (24) hours per day to address any problems that may arise. If the facility is to be closed for the day, there will be a mutual agreement by the Contractor and the Director of Parks and Recreation or their designee to close to the public.
- s) At the Center of Clayton decisions regarding closure of the entire facility are at the discretion of the Director of Parks and Recreation or their designee. Closure of the facility shall follow the National Lightning Safety Institute recommendations governing indoor facilities.

5) EQUIPMENT:

- a) The Contractor shall be allowed to use the City-owned equipment currently located at Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility. The Contractor must make arrangements for use of other equipment if needed to fulfill the terms of this contract. Use agreements with the respective owners must be put in the name of the Contractor.
- b) Contractor shall perform minor adjustments and maintenance to the City-owned equipment as part of this management contract, provided that the City shall pay for the costs of parts and materials upon prior approval of the City. All other repairs and replacement of equipment needed during the season to continue the operation of Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility and to maintain health and safety standards shall be performed by the respective staff of the City and Center.
- c) The City will be responsible for the maintenance and replacement of the buildings, structures, utilities and surrounding areas including shrubbery, except policing for trash, waste, garbage and other debris.
- d) Contractor will be responsible for the care and repair of City property used for the operation of Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility. Said equipment shall be returned to the City at the end of the season in the same condition as received, reasonable wear and tear expected. The Contractor will be held accountable for those losses and damages to buildings and City owned property due to theft or abuse during hours of operation. The Contractor will try to prevent losses and damages to City owned property during hours of operation. Damaged or malfunctioning equipment should be reported immediately to the Director of Parks and Recreation or their designee. If not reported, Contractor will be responsible for damages.
- e) All non-consumable equipment required for the operation and maintenance of the Aquatic Centers, such as deck vacuums, vacuum heads, hoses, power washers, etc., will be provided by the City. Any said equipment shall be returned to the City at the end of the season in the same condition as received, with reasonable wear and tear expected. Damaged or malfunctioning equipment will be reported immediately by the Contractor to the City.

- f) The City will provide the following items for use by the Contractor without charge to the Contractor:
- i) Shaw Park Aquatic Center:
 - (1) Telephone (local service)
 - (2) Computers and office supplies
 - (3) Utilities that include electric, gas, sewer, and water
 - (4) Maintenance and repair of building
 - (5) Pool chemicals
 - (6) Trash and garbage disposal
 - (7) Janitorial supplies
 - (8) First Aid Supplies
 - (9) Pest control
 - (10) Keys that access Shaw Park Aquatic Center
 - ii) The Center of Clayton:
 - (1) Telephone (local service)
 - (2) Office supplies
 - (3) Utilities that include electric, gas and water
 - (4) Maintenance and repair of building
 - (5) Pool chemicals
 - (6) Trash and garbage disposal
 - (7) Pest control
 - (8) Janitorial supplies
 - (9) First Aid Supplies
 - (10) Keys provided to Pool Manager for access to the Center of Clayton

6) STAFFING:

- a) The Contractor shall furnish sufficient personnel for the operation of safe and sanitary facilities. All lifeguards will hold a minimum qualification of an advanced lifeguard certificate from Starguard and be at least 16 years of age without prior approval of the Director of Parks & Recreation. One Manager or Assistant Manager must have current AFO or CPO certification. Said personnel will be furnished in a manner to operate the Aquatic Center in the safest manner possible and in the best interest of the City. All personnel (pool manager, pool assistant manager, head guards and lifeguards) shall be trained and certified in operation of the City owned “Automatic External Defibrillator” units.
- b) The City reserves the right to approve or disapprove any proposed staffing schedules. All personnel must be in uniform at all times. All personnel employed by the Contractor to provide services pursuant to this Contract shall at all times be solely employees of the Contractor and not of the City.
- c) The City reserves the right to approve or disapprove the placement of pool managers at Shaw Park Aquatic Center. Every effort should be made to retain the same pool manager throughout the season to ensure consistency of management.
- d) The Contractor must conduct a complete background check, including, but not limited to contacting former employers and references provided by the applicants,

and conducting a criminal background check for all personnel employed at Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility.

- e) All personnel employed by the contractor shall be paid in accordance with the minimum Federal Wage and Hour Laws. The Contractor shall be responsible for the payment of all employment taxes and Social Security taxes related to the employment of said personnel.
- f) The City shall have the right to request replacement of any of the contractor's employees whose conduct, character, or performance is detrimental to the best interest of the City, and the Contractor agrees to make such replacement within seven (7) days.
- g) The Contractor shall give City of Clayton residents and School District of Clayton students first priority when hiring for all positions.
- h) The Contractor will provide the City a copy of their minority recruitment program.
- i) The Contractor shall provide a link for posting Job Listings available at the facilities on the City's website.
- j) The Contractor shall provide to the City a complete list of employees, ten (10) days prior to the beginning of the season at Shaw Park Aquatic Center as well as an up-to-date list on a monthly basis at the Center of Clayton. These lists shall include the names, addresses and phone numbers of each employee. Additions to this list shall be made at the time additional personnel are hired.

7) **STAFFING LEVELS:** The aquatic facilities shall normally be staffed for all public session swimming times at the following typical levels. Changes to these staffing levels will be made with the approval of the Director of Parks and Recreation or the Director's designee:

a) Shaw Park Aquatic Center:

(i) Early Morning Programming/Evening Lap Swim

- 1. 1 Head Guard
- 2. 1 Lifeguard
- 3. 1 Cashier

(ii) Morning Aquatic Programming

- 1. 1 Pool Manager/Asst. Manager
- 2. 1 Head Guard
- 3. 4 Lifeguards at stations (not including down guards)
- 4. 1 Cashier

(iii) Recreational Swim Times

- 1. 1 Pool Manager/Asst. Manager *
- 2. 1 Head Guard
- 3. 7 Lifeguards at stations (not including down guards)
- 4. 2 Cashiers

**Manager/Assistant Manager shall be on duty a minimum of ½ hours after recreational swimming sessions.*

- b) The Center of Clayton Aquatic Facility:
 - (i) General Use Times
 - 1. 1 Head Guard
 - 2. 2 Lifeguards
 - (ii) Recreational Swim Times
 - 1. 1 Head Guard
 - 2. 5 Lifeguards at stations (not including down guards)
 - (iii) Swim Lesson Programming Times
 - 1. 1 Head Guard
 - 2. 3 Lifeguards at stations (not including down guards)

8) CONTRACT SUM AND PAYMENTS:

- a) Contractor will provide all personnel as outlined in this contract. The City and Center will retain all revenue collected for memberships, daily admissions and rentals.
- b) Contractor will be paid a management fee as detailed in Appendixes A and B. This includes administrative and insurance costs required as outlined in this contract. Management Fees shall be paid monthly as outlined in the Appendixes A and B.
- c) Total salaries paid for part-time staff have been set at a “not to exceed” amount using the staffing requirements listed in Section 7.
- d) Contractor shall be paid an hourly rate for provision of lifeguard services for pool rentals and other special programs scheduled outside swim hours that are not included in Section 7.
- e) Contractor shall be responsible for the payment of all employment taxes, Social Security taxes worker’s compensation insurance, and unemployment insurance related to the employment of said personnel.
- f) Salary expenses shall be invoiced monthly with payroll records subject to City review.
- g) Salary expenses will be reconciled at year-end which is September 30th annually. Final invoices for both the City and Center are due from MPM no later than November 15th of each year.
- h) Upon any change in Federal or State guidelines which govern the Contractor’s operation and/or employees, the Contractor may present a new contract amount in writing to the City. The City has sixty (60) days to accept or reject the new amount.

9) MAINTENANCE AND CARE OF FACILTIES:

- a) The Contractor will be responsible for the provision of its own custodial staff for the Shaw Park Aquatic Center. All windows, equipment, floors, and counters in the work area will be kept clean and sanitary and in full compliance to the laws, rules, and regulations of the State of Missouri and St. Louis County. Contractor staff shall collect all litter and garbage from the areas and place it in closed dumpsters provided by the City’s waste management contract. Failure to adequately clean and maintain area will be grounds to terminate the contract.

- b) The Contractor will be responsible to inform the City of any issues or deficiencies in regard to the condition of facilities, pools, or City provided equipment. The City shall retain the responsibility to correct any issues with these items unless the cause of such issues or deficiencies is deemed to be caused through negligence of Contractor.
- c) The following pre-season opening duties at Shaw Park Aquatic Center will be performed by City:
 - i) Clean, inspect and prepare vacuuming equipment.
 - ii) Inspect and prepare all hoses.
 - iii) Check and clean all gutters and drains, including gutter covers.
 - iv) Assemble bathhouse and turn fresh water on.
 - v) Drain and clean pools.
 - vi) Fill pools.
 - vii) Install ladders, check diving boards.
 - viii) Check and test equipment, i.e. chemical feeders, etc.
 - ix) Check all pumps and motors to the attractions.
 - x) Clean pool area within the pool enclosure.
 - xi) Circulate water through filtration system.
 - xii) Furnish, store, and inject necessary chemicals for operation of the pools.
 - xiii) Have pools ready for operation at least five (5) days before opening day.
 - xiv) Provide four sets of facility keys to Contractor.
- d) The following pre-season opening duties at Shaw Park Aquatic Center will be performed by the Contractor:
 - i) Setup and prepare for usage movable equipment, including tables, chairs, lounges, and lifeguard chairs.
 - ii) Backwash filters.
 - iii) Monitor pool water chemical readings.
 - iv) Clean hair and debris from hair and lint traps.
 - v) Clean bathhouse areas, restrooms, lifeguard room, guard dressing rooms, manager's office, breezeway entry, concessions areas, deck area, storage areas, etc.
 - vi) Report to City any operating deficiencies.
- e) The following post-season/winterizing duties at Shaw Park Aquatic Center will be performed by City:
 - i) Drain all drinking fountains.
 - ii) Inspect pumps and motors.
 - iii) Drain and store all hoses.
 - iv) Drain filtration system.
 - v) Remove and store all plugs from plumbing.
 - vi) Drain and re-lubricate chemical feeders.
 - vii) Leave all valves at appropriate settings.
 - viii) Inspect all pool machinery and equipment and list parts required for next season's operation.
 - ix) Check all pool plumbing and electrical systems.
 - x) Drain all bathhouse plumbing and prepare with anti-freeze wherever necessary.
 - xi) Drain all plumbing, removing any debris.

- xii) Drain appropriate pools.
- f) The following post-season/winterizing duties at Shaw Park Aquatic Center will be performed by the Contractor:
 - i) Remove and store movable equipment on site.
 - ii) Backwash filters and inspect for any defects.
 - iii) Remove hair and debris from hair and lint traps.
 - iv) Clean bathhouse areas, concessions area, lifeguard room, guard dressing rooms, manager’s office, breezeway entry, deck area, storage areas, etc.
- g) An end-of-season inspection shall be conducted by the Contractor and a written report shall be submitted to the City within thirty (30) days of closing each year. Contractor shall perform reasonable inspections of all equipment and advise the City of needed repairs and/or replacement of defective, worn, or damaged equipment in the year-end written report.

10) LICENSES AND PERMITS: The City shall be responsible for obtaining and paying the costs of all necessary permits and licenses required by any applicable laws, rules and/or regulations (including the Ordinances of the State of Missouri, St. Louis County and the City of Clayton), necessary for the operation of the facility provided, however, the Contractor shall be responsible for obtaining a business license.

11) HEALTH AND SAFETY STANDARDS:

- a) The Contractor shall meet all State and Federal requirements as they relate to its operation. Contractor shall be responsible for maintaining the condition of the pool water in conformity with the standards specified by the St. Louis County Health Department.
- b) The City shall have the ultimate authority and responsibility for compliance with the Virginia Graeme Baker Pool and Spa Safety Act and Americans with Disability Act compliance. Contractor shall communicate with the City about any violations it observes under the Acts.

12) TERM: This contract shall be effective upon approval and execution of this agreement and will cover the time period of October 1, 2024 through September 30, 2027, unless sooner terminated as provided in Section 18, below. Upon the expiration of this Agreement, the City shall have the option to renew this Agreement for an additional term of up to three additional years under the proposed terms and conditions upon mutual written agreement. Any necessary adjustments in the management fee and salary budget shall be negotiated between the City and Contractor, and agreed upon in writing, signed by both parties.

13) INSURANCE REQUIREMENTS:

- a) **Commercial General Liability Insurance:** The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or

subcontractors. Contractor may provide such coverage with multiple policies. The minimum amount of insurance shall be \$3,000,000.00 per occurrence:

- | | |
|--|----------------|
| a) General Aggregate | \$3,000,000.00 |
| b) Products/completed operations aggregate | \$3,000,000.00 |
| c) Personal and advertising injury | \$3,000,000.00 |
| d) General Liability | \$3,000,000.00 |
| e) Medical expenses | \$5,000.00 |
- b) Worker’s Compensation Insurance: The Contractor shall procure and shall maintain during the Term of the Agreement, Worker’s Compensation Insurance in an amount equal or greater than Missouri Workers Compensation statute requirements for all of its employees to be engaged and perform work under the Agreement.
- c) Comprehensive Automobile Liability Insurance: The Contractor shall maintain Comprehensive Automobile Liability insurance coverage in the amount of \$2,000,000 per occurrence and shall supply proof of coverage to the City before commencing work in the facility. Contractor may provide such coverage with multiple policies.
- d) The Contractor shall not commence work under the Agreement until it has obtained the insurance required under this section, and such insurance has been approved by the City. The Contractor shall not permit any employee to commence work in relation to the Agreement until insurance equivalent of that required of the Contractor has been so obtained and approved by the City. An *original* Certificate of Insurance from the company of record must be furnished to the City and provide that the City of Clayton is “Additional Insured” during the term of the Agreement. The Contractor must obtain and maintain (at its sole expense) during the life of the Agreement, insurance of the type and the minimum amounts stated in this section. This requirement of insurance does not limit the Contractor’s liability under the Agreement in any manner.
- e) The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the City.
- f) Contractor shall be in full compliance with the Workmen’s Compensation Act of the State of Missouri and Employer’s Liability Coverage as required by Missouri State statute.

14) INDEMNIFICATION: Contractor covenants and agrees to indemnify and hold the City harmless from any and all claims, rights or causes of actions or damages of every kind and nature whatsoever which arise directly by reason of negligence or misconduct on the part of Contractor or Contractor’s officers, agents or employees with respect to the Agreement between the City and the Contractor and the services provided hereunder by Contractor and Contractor shall defend or pay the cost of defense of the City arising by virtue of any claim or cause of action for damages as described herein, provided however, that Contractor shall have no indemnification obligations hereunder to the extent that any claims, rights, or causes of actions or damages are caused solely by the negligence or misconduct on the part of City or City’s officers, agents or employees. Contractor agrees to pay any and all amounts which the City may be required to pay for damages for compensation connected with any claim as described herein. Contractor

further agrees to furnish a Certificate of Insurance to the City affirming the Insurance Requirements detailed in Section 13 and designating the City as “Additional Insured” for General Liability with respects to work performed by the named insured, as required by written contract.

15) INDEPENDENT CONTRACTOR: Contractor is retained by City only for the purposes of, and to the extent set forth in, this Contract, and the relationship of Contractor with City under this Contract during the term of this Contract shall be that of an independent contractor and not an employee, partner, member, owner, officer, director or other agent of City. Contractor agrees to devote sufficient time, effort, resources, ability, skill and attention as may be necessary for Contractor to perform the services required to be provided to City under this Contract, but performing such services subject to the provisions of this Contract, all applicable laws, rules, regulations governing the business of Contractor and the work to be performed hereunder. Contractor shall not be considered by reason of the provisions of this Contract or otherwise as being an employee of City. This Agreement will not be deemed to create a partnership, joint venture, agency or fiduciary relationship between the parties. Contractor shall have no right to bind City to any agreement with any other person or entity and is not authorized to act for City in any manner except as expressly set forth in the Agreement.

16) NONDISCLOSURE: Contractor agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this contract.

17) CHANGES: No change in this contract shall be made except in writing prior to the change in work or terms being performed. Contractor shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Contractor, prior to commencement of such changed or revised work, shall submit to the City, a written cost or credit proposal for such revised work. No work or change shall be undertaken or compensated for without prior written authorization from the City.

18) TERMINATION:

- a) The Contract may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Contract. The non-performing part shall have fifteen calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.
- b) The City shall have the right to terminate the Contract at any time for any reason by giving Contractor written notice to such effect. The City shall pay to Contractor in full satisfaction and discharge of all amounts owing to Contractor under the Contract an amount equal to the cost of all Work performed by the Contractor up to such termination date, less all amounts previously paid to the Contractor on account

of the Contract Price. Contractor shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to Contractor for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

19) EVALUATION OF SERVICE: The Contractor shall provide suggestions for the method used to evaluate customer service on a continual basis. The Director of Parks and Recreation or their designee shall evaluate the operations of the Contractor. The City reserves the right to inspect and evaluate the operation with respect to the quality services offered and customer satisfaction.

20) ADDITIONAL REQUIREMENTS

- a) The Contractor agrees to meet on a monthly basis, on a mutually agreed upon day, with the City to review total operations, including hours of operation, activity schedules, events and all other topics pertinent to the operation. Additional meetings shall be scheduled as needed by the request of either the City or Contractor.
- b) The Contractor agrees to have its staff available to open the Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility 15 minutes before scheduled opening time. In the event the Contractor is late in opening the area, the City will assess a \$25 penalty per occurrence for such late opening. More than three late openings may result in the termination of the agreement at the City's option.
- c) In order to facilitate accounting control, the Contractor shall purchase all supplies in its own name.
- d) All equipment and supply deliveries to the Shaw Park Aquatic Center and The Center of Clayton Aquatic Facility shall be agreed upon with the Contractor. A Contractor employee must be present to accept all deliveries.
- e) Four parking passes will be provided at Shaw Park Aquatic Center for management staff. All other staff will be required to park in public parking facilities. The Center of Clayton has parking available for all employees and generally encourages staff to park in the west lot in the areas farthest away from the building.

21) ENTIRE AGREEMENT: This contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any oral representations or modifications concerning this instrument are of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

22) SEVERABILITY: All parties agree that should any provision of this contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this contract, which shall continue in full force and effect.

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

City of Clayton Department of Parks & Recreation
50 Gay Avenue
Clayton, MO 63105
Attention: Toni Siering, Director of Parks and Recreation

-or to contractor at:

Midwest Pool Management
156 Weldon Parkway
Maryland Heights, MO 63043
Attention: Crissy Withrow, President

24) Contractor will comply with and satisfy the requirements of Sec. 285.530.2, RSMo. Supp. 2008, 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.

25) Any action arising out of, or concerning, this contract may be brought only in the Circuit Court of St. Louis County, Missouri. All parties to this contract consent to the jurisdiction and venue of that court and waive any right to seek removal to another court or forum or challenge venue or jurisdiction of that court.

26) 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 Contractor and am competent and authorized to make the following statement and attest to its truthfulness:

____ I hereby certify that Contractor 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.

Signature

Printed Name and Title

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

CITY OF CLAYTON

By: _____
City Manager

(SEAL)

Attest:

City Clerk

DATE: _____

By: _____
Contractor

Title

(SEAL)

Attest:

DATE: _____

APPENDIX A – SHAW PARK AQUATIC CENTER

PART I - MANAGEMENT FEE – SHAW PARK AQUATIC CENTER

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee", Fiscal Years (FY) 2025, 2026 and 2027:

Due	FY25	FY26	FY27
Feb 15	\$3,500	\$3,500	\$3,500
May 15	\$7,825	\$8,260	\$8,718
June 15	\$7,825	\$8,260	\$8,718
July 15	\$7,825	\$8,260	\$8,717
August 15	\$7,825	\$8,260	\$8,717
Total Management Fee Bid	\$34,800	\$36,540	\$38,370

PART II - SALARY BUDGET – SHAW PARK AQUATIC CENTER

Maximum Base Salary for Season*		
FY25	FY26	FY27
\$284,115	\$299,040	\$312,600
* Base salary based upon 14,800 hours of operation.		

Hourly Wages: (Starting Wage – October 1, 2024)*			
Manager	<u>\$24.24 – 25.96</u> per hour	Assistant Manager	<u>\$23.02 – 25.96</u> per hour
Head Lifeguard	<u>\$21.81 – 24.66</u> per hour	Lifeguard	<u>\$19.69 – 21.10</u> per hour
Cashier	<u>\$19.19 – 20.90</u> per hour		

***Hourly Wages increase annually due to mandated increases in minimum wage.**

Note: Staffing for private rentals will be negotiated on the number of staff needed depending on the list below:

- 1) The number of people in attendance for the rental.
- 2) Facilities that are rented.

APPENDIX B – THE CENTER OF CLAYTON

PART I - MANAGEMENT FEE – THE CENTER OF CLAYTON AQUATIC FACILITY

The Contractor agrees to provide all items as listed in the accompanying specifications as part of the base bid "Management Fee", Fiscal Years (FY) 2025, 2026 and 2027:

Due	FY25	FY26	FY27
Oct 15	\$3,307	\$3,472	\$3,645
Nov 15	\$3,307	\$3,472	\$3,645
Dec 15	\$3,307	\$3,472	\$3,645
Jan 15	\$3,306	\$3,472	\$3,645
Feb 15	\$3,306	\$3,472	\$3,645
March 15	\$3,306	\$3,472	\$3,645
April 15	\$3,306	\$3,472	\$3,645
May 15	\$3,306	\$3,472	\$3,645
June 15	\$3,306	\$3,471	\$3,645
July 15	\$3,306	\$3,471	\$3,645
August 15	\$3,306	\$3,471	\$3,645
Sept 15	\$3,306	\$3,471	\$3,645
Total Management Fee Bid	\$39,675	\$41,660	\$43,740

PART II - SALARY BUDGET – THE CENTER OF CLAYTON AQUATIC FACILITY

Maximum Base Salary for Season*		
FY25	FY26	FY27
\$454,630	\$478,515	\$502,630
* Base salary based upon 24,300 hours of operation.		

Hourly Wages: (Starting Wage – October 1, 2024*)			
Head Lifeguard	<u>\$23.02 – 25.45</u> per hour	Lifeguard	<u>\$19.69 – 21.10</u> per hour

***Hourly Wages increase annually due to mandated increases in minimum wage.**

Note: Staffing for private rentals will be negotiated on the number of staff needed depending on the list below:

- 1) The number of people in attendance for the rental.
- 2) Facilities that are rented.



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: AUGUST 27, 2024
SUBJECT: ORDINANCE - AMENDING SECTION 215.765 TO MODIFY THE ALLOWABLE HOURS OF USAGE FOR MOTOR-DRIVEN OUTDOOR MAINTENANCE EQUIPMENT

The Board of Aldermen discussed leaf blowers and gas-powered lawn equipment on April 19, 2024, and July 19, 2024. The Board of Aldermen expressed a desire to further restrict the permitted hours for contracted lawn maintenance using gas-powered equipment. The attached ordinance would reduce the permitted hours for the operation of motor-driven outdoor equipment on weekdays for contractors from 7:00 AM to 8:00 PM as currently allowed, to 7:00 AM to 6:00 PM. Residents maintaining their own property would still be permitted to use such equipment until 8:00 PM.

Staff recommends approval of the attached ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 215.765 TO MODIFY THE ALLOWABLE HOURS OF USAGE FOR MOTOR-DRIVEN OUTDOOR MAINTENANCE EQUIPMENT

WHEREAS, the City of Clayton currently allows the use of motor-driven outdoor maintenance equipment by contractors on weekdays 7:00 AM to 8:00 PM, and

WHEREAS, the Board of Aldermen wishes to ensure that the noise created by motor-driven outdoor maintenance equipment does not create a nuisance and interfere with the peace and outdoor activities of residents on weekend and holidays by limiting the hours of usage;

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

SECTION 1. Subsection (A)(9) of Section 215.765 of Article XVI of Chapter 215 of the Code of Ordinances of the City of Clayton, Missouri, is hereby repealed and a new Subsection (A)(9) is hereby enacted in lieu thereof to read as follows:

Chapter 215. Offenses

Article XVI. Noises

Section 215.765. Enumeration of Prohibited Noises

[A. The following acts, among others, are declared to be loud, unusual, disturbing and unnecessary noises in violation of this Code, but said enumeration shall not be deemed to be exclusive:]

[NOTE: Subsections 1 through 8 are not altered, amended or affected in any way by this amendment and remain in full force and effect. For that reason these Subsections are not set forth here in full.]

9. The use of motor-driven outdoor maintenance equipment including lawnmowers, trimmers, chain saws, leaf blowers and like devices prior to 7:00 A.M. and after 8:00 P.M. weekdays and prior to 9:00 A.M. and after 5:00 P.M. Saturdays, Sundays and holidays; provided, however, that this provision shall not apply to: (a) the use of snowblowers immediately after a snowstorm or chain saws immediately after a storm that causes tree limbs to fall, and (b) the use of motor-driven outdoor maintenance equipment by an owner or occupant of the premises where used between the hours of 7:00 A.M. and 9:00 A.M. on Saturdays and between the hours of 5:00 P.M. and 8:00 P.M. on Saturdays, Sundays and holidays any day.

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

Section 3. 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 27th day of August 2024.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN

FROM: DAVID GIPSON, CITY MANAGER
GARY CARTER, DIRECTOR OF ECONOMIC DEVELOPMENT

DATE: AUGUST 27, 2024

SUBJECT: ORDINANCE – MODIFICATION TO THE MUNICIPAL TRAFFIC CODE
RELATED TO ON-STREET PARKING ON WEST BILTMORE DRIVE

Staff recently conducted an audit of the City's residential parking zones. During this audit, it was determined that some ordinances did not match current needs and usage. Specifically, the section of West Biltmore Drive between 925 S. Hanley Road and 7701 Clayton Road. This section of West Biltmore Drive is currently serving the parking needs of the condominiums at 925 S. Hanley Road and the law offices at 7701 Clayton Road. Below is an aerial photo of the area.



The area is currently signed as unrestricted parking. However, during the audit of residential parking zones it was discovered that the area is included in Table III-M of Schedule III, Parking

Restrictions within the Clayton Traffic Code. This table restricts parking to residents only except for Sundays between 8:00 A.M. and 1:00 P.M. In addition, the residents of 925 S. Hanley Road have not historically been issued residential parking stickers, which allows them to park in the Davis Place neighborhood. Staff has since authorized the issuance of stickers to these residents since they are adjacent to the residential zone, as defined in the Code of Ordinances.

Staff recommends amending Table III-M to exclude this section of West Biltmore Drive to continue to serve the needs of the area.

Recommendation: To approve the ordinance.

BILL NO. 7039

ORDINANCE NO.

AN ORDINANCE APPROVING CHANGES TO THE TRAFFIC CODE TO CODIFY EXISTING ON-STREET PARKING CONDITIONS ON WEST BILTMORE DRIVE

WHEREAS, the City has exercised its legislative discretion and police powers to regulate the parking of motor vehicles on the streets of Clayton with a goal of finding an appropriate balance among the sometimes-competing interests; and

WHEREAS, the City staff has discovered discrepancies between post signs and the code of ordinances; and

WHEREAS, it is the desire and intent of the Board of Aldermen to modify parking restrictions on West Biltmore in the City of Clayton to accomplish the requested changes.

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

Section 1. Table III-M of Title III of the Code of Ordinances of the City of Clayton, Missouri is hereby repealed, and a new Table III-M is hereby enacted in lieu thereof, to read as follows:

Table III-M. Residential Parking Zones, Except Sunday 8:00 A.M. To 1:00 P.M.

The following streets or parts of streets are designated as residential parking zones where parking is restricted to parking with a valid resident and visitor permit except for Sunday 8:00 A.M. to 1:00 P.M.:

Location and Restriction

Davis Drive:

On the north side, starting approximately one hundred eighty-five (185) feet west of the South Hanley Road west ROW, west to a point approximately two hundred twenty (220) feet west.

On the south side between South Bemiston Avenue and North Biltmore Drive.

Mohawk Place:

On the north side between South Bemiston Avenue and North Biltmore Drive.

North Biltmore Drive:

On the west side from approximately twenty-five (25) feet northwest of the east-west alley to West Biltmore Drive.

On the east side starting at the east/west alley north to a point approximately fifteen (15) feet south of the southern right-of-way for Mohawk Place.

West Biltmore Drive:

On the north and northeast side, starting from approximately 230 feet west of Clayton Road to South Bemiston Avenue, between July first (1st) and December thirty-first (31st).

On the south and southwest side, starting approximately 230 feet west of Clayton Road to South Bemiston Avenue, between January first (1st) and June thirtieth (30th).

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

Passed this 27th day of August 2024.

Mayor

ATTEST:

City Clerk



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: AUGUST 27, 2024
RE: RESOLUTION – ESTABLISHING A TENANT BILL OF RIGHTS

The Board of Aldermen has discussed the establishment of a Tenant Bill of Rights on two prior occasions. The attached Resolution contains all changes and revisions requested by the Board of Aldermen during those discussions.

The attached tenant Bill of Rights does not create any new regulations but is rather a compilation of existing provisions related to fair housing and housing standards contained within Federal, State and Local laws.

STAFF RECOMMENDATION: To approve the attached resolution establishing a Tenant Bill of Rights for the City of Clayton.

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI ESTABLISHING A TENANTS BILL OF RIGHTS IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, tenants in Clayton, as in many other communities, may face discrimination in the rental market on the basis of race, color, national origin, religion, sex, familial status, disability, gender identity, sexual orientation, source of income, and much more, and these factors limit tenants' ability to access and keep safe and affordable housing; and

WHEREAS, mold, lack of heat, inadequate ventilation, infestations, and lead are just some threats to tenants' health in substandard housing, often exacerbating chronic illnesses such as asthma and lung disease; and

WHEREAS, the Board of Aldermen believes that every person should have safe, accessible, affordable homes and is committed to tenant and housing provider rights now and in the future;

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

The Board of Aldermen hereby establishes the Tenants Bill of Rights to read as follows:

I. RIGHT TO SAFE HOUSING

1. All residential rental property units must meet minimum health and safety standards as set out in the International Property Maintenance Code, including but not limited to ventilation, sanitation facilities, heating facilities, fire safety, and other code-required equipment.

(Municipal Code Section 500.040; International Property Maintenance Code (2015 ed.) Section 101.2)

2. All residential rental property units must also maintain working amenities, including but not limited to water heating facilities, heating facilities, water and sewer lines, plumbing and electrical fixtures, lighted common halls and stairways, and, if provided, cooking equipment.

(Municipal Code Section 500.040; International Property Maintenance Code (2015 ed.) Section 101.3)

3. No land shall be occupied or used and no commercial building or other building (except as per the provisions of the City of Clayton Property Maintenance Code) shall be occupied or used in whole or in part, for any purpose whatsoever, until the Director of Planning and Development Services or his/her designee has issued an occupancy permit. The use, occupancy or tenancy of a building or part thereof shall not be changed without an occupancy permit being issued by the Director of Planning and Development Services or his/her designee. (Municipal Code Section 405.490)

II. FREEDOM FROM DISCRIMINATION AND RETALIATION

1. Federal law prohibits discrimination in rental of housing because of race, color, national origin, religion, sex, familial status, or disability.

(Federal Fair Housing Act)

2. No person can refuse to sell or rent after the making of a bona fide offer, to refuse to negotiate for the sale or rental of, to deny or otherwise make unavailable a dwelling to any person because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability or familial status.

(Municipal Code Section 225.030 (A)(1))

3. No person can discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status.

(Municipal Code Section 225.030 (A)(2))

4. No person can make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation or discrimination based on race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status, or an intention to make any such preference, limitation or discrimination.

(Municipal Code Section 225.030 (A)(3))

5. No person can represent to any person because of race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status that any dwelling is not available for inspection, sale or rental when such dwelling is in fact so available.

(Municipal Code Section 225.030 (A)(4))

6. No person can induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of a person or persons of a particular race, color, religion, national origin, ancestry, sex, gender identity, sexual orientation, disability, lawful source of income or familial status.

(Municipal Code Section 225.030 (A)(5))

7. No person can discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability of:

- a. That buyer or renter;

- b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or

- c. Any person associated with that buyer or renter.

(Municipal Code Section 225.030 (A)(6))

8. No person can discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability of:
 - a. That person;
 - b. A person residing in or intending to reside in that dwelling after it is so sold, rented or made available; or
 - c. Any person associated with that person.

(Municipal Code Section 225.030 (A)(1))

9. Discrimination also includes the following:
 - a. A refusal to permit, at the expense of the person with the disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter's agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
 - b. A refusal to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling.
 - c. In connection with the design and construction of covered multi-family dwellings for first (1st) occupancy after March 13, 1991, a failure to design and construct those dwellings in such a manner that:
 - i. The public use and common use portions of such dwellings are readily accessible to and usable by persons with a disability.
 - ii. All the doors designed to allow passage into and within all premises within such dwellings are sufficiently wide to allow passage by persons with a disability in wheelchairs.
 - iii. All premises within such dwellings contain the following features of adaptive design:
 - (1) An accessible route into and through the dwelling;
 - (2) Light switches, electrical outlets, thermostats and other environmental controls in accessible locations;
 - (3) Reinforcements in bathroom walls to allow later installation of grab bars; and
 - (4) Usable kitchens and bathrooms such that an individual in a wheelchair can maneuver about the space.
 - d. As used above, the term "covered multi-family dwelling" means:

i. Buildings consisting of four (4) or more units if such buildings have one (1) or more elevators; and

ii. Ground floor units in other buildings consisting of four (4) or more units.

(Municipal Code Section 225.030 (B) & (C))

10. It shall be an unlawful discriminatory practice:

a. To aid, abet, incite, compel or coerce the commission of acts prohibited in the Municipal Code or to attempt to do so;

b. To retaliate or discriminate in any manner against any other person because such person has opposed any practice prohibited by the Municipal Code or because such person has filed a complaint, testified, assisted or participated in any manner in any investigation, proceeding or hearing conducted pursuant to this Municipal Code;

c. For the City to discriminate on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, ancestry, age, as it relates to employment, disability, lawful source of income or familial status as it relates to housing; or

d. To discriminate in any manner against any other person because of such person's association with any person protected by the Municipal Code.

(Municipal Code Section 225.070)

III. RIGHT TO FAIR COMPENSATION AND RESTORATIVE JUSTICE

1. No person can enter another person's residence by force, with weapons, through threats, by taking away property, or by breaking open doors or windows, regardless of if anyone is inside or not. A landlord cannot evict or remove someone from the premises by force or threat. Those found guilty of doing so must pay double the sum of the damages to the person whose home they entered.

(Sections 534.020 & 534.330, RSMo.)

2. If a landlord wrongfully withholds all or any portion of a security deposit, the tenant may recover twice the amount wrongfully withheld.

(Section 535.300, RSMo.)

3. If there is a condition in a property that detrimentally affects its habitability, sanitation, or security, violates a municipal housing or building code, and was not caused by the tenant, the tenant may be able to deduct repair costs from their rent. If the tenant has lived in the rental property for six consecutive months, paid all rent and charges without any lease or house rule violations, and the landlord fails to correct or provide a written statement disputing the necessity of the repair within fourteen days, the tenant may submit an itemized statement

with receipts to the landlord and repair the condition. The cost of this repair can be deducted from no more than a month's rent, but up to either three hundred dollars or half the rent, whichever is more.

(Section 441.234 RSMo.)

IV. ACCESS TO INFORMATION

1. The Tenant Bill of Rights or notice thereof must be posted on the premises of each rental property containing three (3) or more units in the City of Clayton.
2. Property owners or their designated property managers must provide a copy of the Tenant Bill of Rights to each leaseholder.

Passed by the Board of Aldermen this 27th day of August 2024.

MAYOR

ATTEST:

CITY CLERK



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS
DATE: AUGUST 27, 2024
RE: MOTION - METROPOLITAN ST. LOUIS SEWER DISTRICT (MSD)
OPERATION MAINTENANCE CONSTRUCTION IMPROVEMENT (OMCI)
PROGRAM

On June 23, 2024, MSD Executive Director, Brian Holscher, presented information to the Clayton Board of Aldermen regarding the passage of Prop S, the impact to existing Operation Maintenance Construction Improvement (OMCI) Districts, and a proposal brought forward by some communities to continue to fund the OMCI's.

St. Louis MSD Proposition S, approved in April 2023, allows the Metropolitan St. Louis Sewer District to issue up to \$500 million in bonds to fund sewer and stormwater system improvements. Residential customers are taxed at \$0.0745/\$100 assessed property and non-residential customers would pay \$1.05 per month per 1,000 square feet of impervious surface. The residential customer portion is approximately equal to what the existing OMCI's collect and effectively offset from that perspective.

The existing OMCI Districts allow up to 50% of collected funds to be available as grants to communities for stormwater projects in those districts. The available funds varied per community and were based on taxes collected. Under Prop S a similar grant program will still exist, but the amounts are not based on population. This results in lower available grant funds for some communities, including Clayton. Since the OMCI tax is a rate that is adjustable annually by MSD, a proposal has come forward from other communities to set the OMCI rate at $\frac{1}{4}$ of the previous rate rather than at zero. This would allow all funds collected through the OMCI to supplement the grant available through Prop S.

The City of Clayton falls within two different districts, Deer Creek and the University City Branch of River Des Peres. See map attached. Also attached is the letter from MSD highlighting the existing OMCI grant amounts (1), Prop S grant amounts (2), and Proposed OMCI Grant amounts (3) at $\frac{1}{4}$ of the existing rate.

MSD has notified communities that it requires each municipality that supports having MSD's Board of Trustees consider implementing a continued, but reduced, OMCI tax in 2026 to provide notice to MSD by September 13. Municipalities who do not support this action can either respond as such or not respond at all. Note that the positive responses will be publicly available and

presented in a public format by MSD staff to MSD’s Board of Trustees as part of the consideration process.

Below are the options for City consideration:

	Option 1	Option 2	Option 3
Description	<u>Do not respond</u> to MSD regarding continuation of OMCI tax. Prop S is the only tax applied to residential customers	<u>Respond in opposition</u> to MSD opposing continuation of OMCI tax. Prop S is the only tax applied to residential customers	<u>Respond in support</u> of MSD recommended continuation of OMCI tax. Prop S + OMCI tax* applied to residential customers
Tax Rate	\$0.0745 / \$100 assessed value	\$0.0745 / \$100 assessed value	\$0.0905 / \$100 assessed value
Annual Tax per \$100,000 assessed value	\$74.50	\$74.50	\$90.50
Grant Available	\$125,000.00	\$125,000.00	\$125,000 + \$200,798

*If approved by MSD Board of Trustees. Community response will only inform the vote of the board.

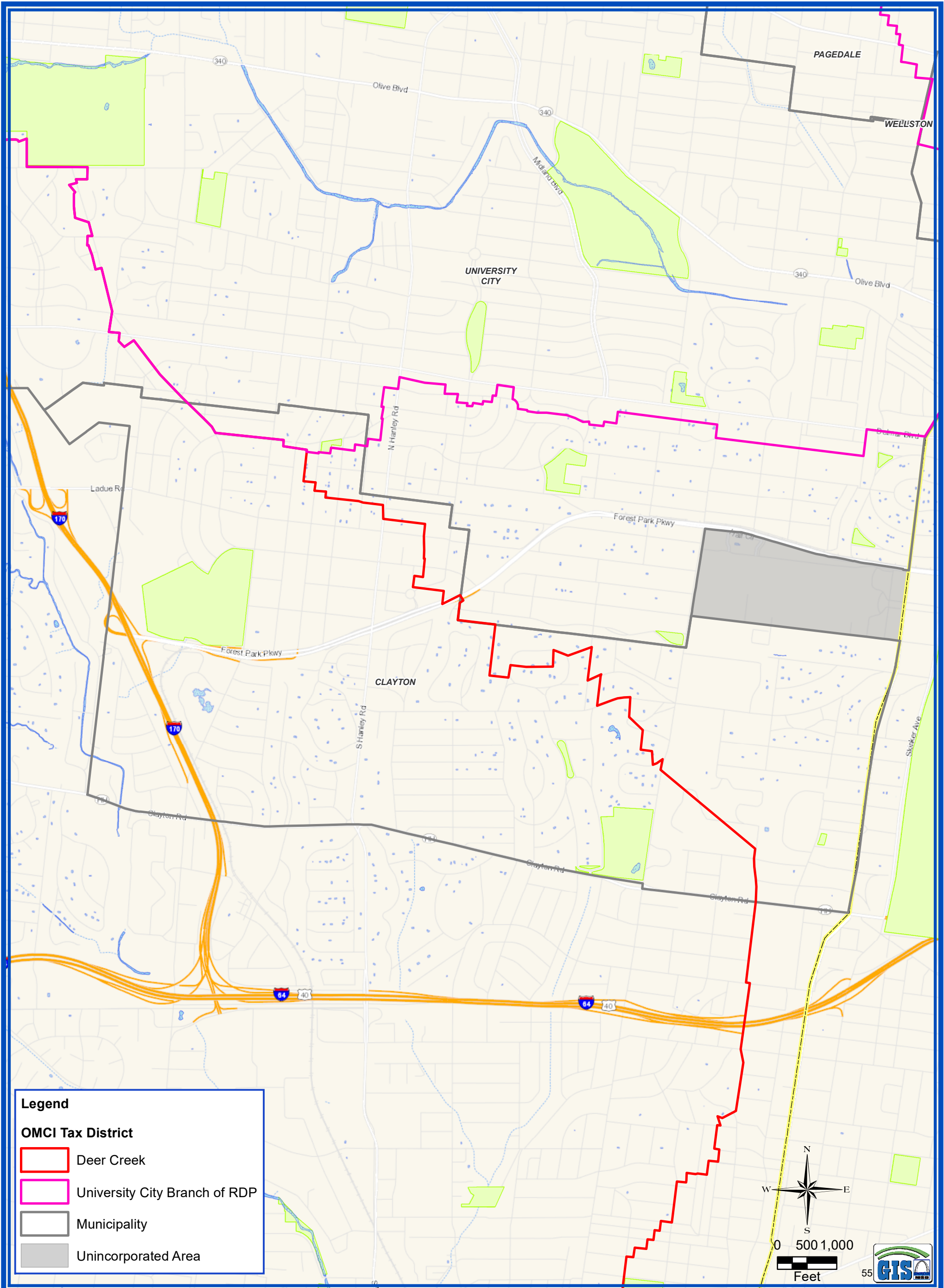
City staff plans to identify Prop S grant funds in 2025 for improvements to reduce street overflows near Wydown and Hanley. At this time, we anticipate the funds available through Prop S will cover these improvements. No other projects are identified at this time.

Separately from these OMCI districts, there is also a Clayton Central OMCI District, which would not be impacted by this City or MSD action. The Clayton Central OMCI is not currently collecting tax but has a remaining balance of approximately \$2 million. MSD will utilize a portion of these funds for improvements to Topton Way drainage in 2028.

STAFF RECOMMENDATION: Make a motion to support one of the provided options and communicate to MSD.

The Metropolitan St. Louis Sewer District

Deer Creek and University City Branch of River Des Peres OMCI Taxing District in Relation to the City of Clayton.



Letter from MSD on OMCI

The following document provides information to help each community decide whether or not they wish to formally and publicly support having MSD staff making a recommendation to MSD's Board of Trustees to continue a portion of the current OMCI (Operation, Maintenance, Construction, and Improvement) property tax within the Deer Creek OMCI sub-district starting in tax year 2025 for the purpose of making available additional stormwater municipal grants beyond those provided for in the recently passed Proposition S Stormwater Proposal.

The current status for each community or portion of a community located in this sub-district is listed in the chart on the next page.

- (1) Current annual grant amount ending with collections in tax year 2024 (MSD FY 2025)
- (2) Future Prop S annual grant amount starting with tax year 2025 (MSD FY 2026)
- (3) Proposed additional OMCI grant amount starting with tax year 2025 (MSD FY 2026); See below for proposal.

The proposal being considered is to put in place an annual municipal stormwater grant to supplement the Proposition S municipal stormwater grants starting in tax year 2025. The amount of the OMCI property tax would be \$0.016/\$100 assessed valuation (or $\frac{1}{4}$ of the current tax rate) to produce the approximate additional grant amounts shown on the chart above.

MSD staff is requesting that these municipalities let MSD staff know if they support having MSD's Board of Trustees consider implementing this tax starting in tax year 2026. Support would need to be in the form of a communication (letter, e-mail, etc.) to MSD staff, sent by an appropriate representative of each municipality, following whatever procedures each municipality finds appropriate. Municipalities may also notify MSD staff if they do not support this proposal by either notifying us or by not providing any response. **Note that the positive responses will be publicly available and presented in a public format by MSD staff to MSD's Board of Trustees as part of the consideration process.**

Please feel free to contact MSD staff if you have any questions.

Letter from MSD on OMCI

City	FY25 OMCI Grant (1)	Proposition S Grant (2)	Proposed OMCI Grant (3)
Brentwood	\$139,357.00	\$75,000.00	\$69,678.50
Clayton	\$401,595.00	\$125,000.00	\$200,797.50
Country Life Acres	\$3,578.00	\$30,000.00	\$1,789.00
Creve Coeur	\$249,571.00	\$125,000.00	\$124,785.50
Crystal Lake Park	\$7,995.00	\$30,000.00	\$3,997.50
Des Peres	\$77,432.00	\$75,000.00	\$38,716.00
Frontenac	\$134,174.00	\$50,000.00	\$67,087.00
Glendale	\$73,552.00	\$75,000.00	\$36,776.00
Huntleigh	\$27,352.00	\$30,000.00	\$13,676.00
Kirkwood	\$86,061.00	\$300,000.00	\$43,030.50
Ladue	\$339,717.00	\$75,000.00	\$169,858.50
Maplewood	\$53,508.00	\$75,000.00	\$26,754.00
Olivette	\$42,610.00	\$75,000.00	\$21,305.00
Richmond Heights	\$140,487.00	\$75,000.00	\$70,243.50
Rock Hill	\$53,062.00	\$50,000.00	\$26,531.00
Shrewsbury	\$4,647.00	\$75,000.00	\$2,323.50
Town & Country	\$62,588.00	\$125,000.00	\$31,294.00
University City	\$36,724.00	\$300,000.00	\$18,362.00
Warson Woods	\$33,513.00	\$40,000.00	\$16,756.50
Webster Groves	\$165,783.00	\$300,000.00	\$82,891.50
Westwood	\$11,143.00	\$30,000.00	\$5,571.50



City Manager
10 N. Bemiston Avenue
Clayton, MO 63105

REQUEST FOR BOARD ACTION

TO: MAYOR HARRIS; BOARD OF ALDERMEN
FROM: DAVID GIPSON, CITY MANAGER
DATE: AUGUST 27, 2024
RE: HONORARY STREET SIGN REQUEST – OPPORTUNITY CENTRAL AVENUE

St. Louis County is implementing a new branding program and has created a tagline for the County – Opportunity Central. The County would like to install an honorary street sign on top of the standard street signs at Central Avenue and Carondelet Avenue that would read “Opportunity Central Avenue.” A request letter from St. Louis County has been attached.

The City of Clayton does not have an established process for the installation of honorary street signs. In this instance, the City could approve the sign installation with a motion and affirmative vote of the Board of Aldermen if it is deemed appropriate.



SAINT LOUIS COUNTY
Missouri

August 16, 2024

David Gipson | City Manager
10 North Bemiston Avenue
Clayton, MO 63105
dgipson@claytonmo.gov

Re: Opportunity Central Avenue

Mr. Gipson,

As you may be aware, St Louis County has implemented a new brand that more accurately represents the growth, collaboration, and community we have been building. We have also created a new tagline for our county - Opportunity Central - that speaks to the many possibilities the County provides.

The L.K. Roos County Administration Building is located on Central Avenue in downtown Clayton. If the City permits it, the County would like to install an “honorary” street sign on Central Avenue, referring to it as “Opportunity Central Avenue” at the intersection with Carondelet. The County values our presence in the City of Clayton and would love this opportunity to partner with the City to promote our mission.

Please find attached a preliminary exhibit showing the concept. St. Louis County would be able to produce the sign and assist with installation. Our goal would be to unveil the sign during this year’s Park(ing) Day demonstration the week of September 16th. Thank you for your consideration, and please let me know if you have any questions.

Sincerely,

Jacob W. Trimble, AICP
Director of Planning

CC: Mel Wilson, AICP | County Deputy Director of Planning
Gary Carter | Clayton Director of Economic Development
Doug Moore | County Chief Communications Officer

**OPPORTUNITY
CENTRAL**

