

In light of the current public health crisis and the Federal, State and County Emergency Declarations, and in accord with the provisions of Sec. 610.020, RSMo., the Board of Aldermen recognizes that it would be dangerous and impractical, if not impossible, for its meeting to be physically accessible to the public. The Board also recognizes the need for the public's business to be attended to in order to protect the public health, safety and welfare. In order to balance both the need for continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Aldermen will not be open to public attendance in person. The meeting will be accessible by the public in real time ONLY by following the instructions in the box below.

You are invited to a Zoom webinar.

When: Apr 28, 2020 6:15 PM Discussion Session; 7:00 P.M. Meeting

Topic: 04/28/2020 Board of Aldermen Meeting.

Please click this URL to join:

<https://zoom.us/j/99213600667>

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 929 205 6099 or +1 312 626 6799 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 992 1360 0667

International numbers available: <https://zoom.us/u/azzqXxSey>

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

Thank you for your understanding and patience as we all try to get through these difficult and dangerous times.

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**CITY OF CLAYTON BOARD OF ALDERMEN  
DISCUSSION SESSION  
TUESDAY, APRIL 28, 2020  
VIRTUAL ZOOM MEETING  
CLAYTON, MO 63105  
6:15 P.M.**

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1. Financial projections and expenditure reductions.

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**CITY OF CLAYTON BOARD OF ALDERMEN  
TUESDAY, APRIL 28, 2020  
VIRTUAL ZOOM MEETING  
CLAYTON, MO 63105  
7:00 P.M.**

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**ROLL CALL**

**MINUTES** – April 14, 2020

**PUBLIC REQUESTS & PETITIONS**

**PUBLIC HEARINGS**

1. Resolution – To approve a Conditional Use Permit for Caliber Collision Centers located at 125 Hunter Avenue. (Res. No. 2020-03)
  - *To consider approving a Conditional Use Permit to allow for an auto repair shop.*
2. Resolution – To approve a Conditional Use Permit for Performance Lab, LLC located at 8009, 8011 & 8013 Maryland Avenue. (Res. No. 2020-04)
  - *To consider approving a Conditional Use Permit to operate a fitness center.*
3. Resolution - A Conditional Use Permit for Tony's Restaurant located at 105 Carondelet Plaza. (Res. No. 2020-05)
  - *To consider approving a Conditional Use Permit to allow the operation of a 7,890 square foot restaurant.*
4. Ordinance – To approve a subdivision plat (lot consolidation) for 114, 124, And 134 Gay Avenue. (Bill No. 6794)
  - *To consider approving a subdivision plat for the consolidation of four (4) lots to create two (2) lots. All lots are zoned R-4 Low Density Multiple Family Dwelling District.*

**REPORT FROM THE CITY MANAGER**

1. Ordinance – To approve a condominium plat for properties addressed 114, 116, 118, 120, and 122 (Building A) and 126, 128, 130, 132, and 134 (Building B) Gay Avenue. (Bill No. 6795)
  - *To consider approving a request for a condominium plat for the subject properties.*
2. Ordinance – To approve a contract with Haberberger, Inc. for the 10 N. Bemiston boiler and chiller replacements. (Bill No. 6796)
  - *To consider approving a contract for equipment replacement.*
3. Ordinance – To approve an amendment to Ordinance No. 6648 relating to platting requirements for the Forsyth Pointe Planned Unit Development. (Bill No. 6797)

- *To consider approving the amendment.*
4. Resolution – To approve the submittal of a Hazardous Moving Violation Enforcement Grant application. (Res. No. 2020- 06)
    - *The Clayton Police Department requests authorization to submit a grant application to MoDOT.*
  5. Resolution – To approve the submittal of a Driving While Intoxicated Enforcement Grant application. (Res. No. 2020 - 07)
    - *The Clayton Police Department requests authorization to submit a grant application to MoDOT.*

## **ADJOURNMENT**

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

THE CITY OF CLAYTON

Board of Aldermen  
City Hall – 10 N. Bemiston Avenue  
April 14, 2020  
7:07 p.m.

Minutes

**NOTE: In accord with the provisions of Section 610.015, RSMo., and multiple declarations of emergency at every level of government, and the prohibition on gatherings of 10 or more persons due to the Coronavirus pandemic, normal requirements for voting in the Board meeting were suspended. Accordingly, votes were taken as if all Board members were physically present and in attendance at the meeting.**

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

Aldermen: Mark Winings, Joanne Boulton, Rich Lintz, Ira Berkowitz, Bridget McAndrew, and Susan Buse.

Mayor Harris  
City Manager Gipson  
City Attorney O'Keefe

**Motion made by Alderman Lintz to approve the March 24, 2020 minutes. Alderman Boulton seconded.**

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

PUBLIC REQUESTS AND PETITIONS

None

PRESENTATION OF THE ANNUAL AUDIT FY2019 REPORT

Ted Williamson, Partner, RubinBrown, addressed the Board providing a summary report of the FY2019 audit. *(copy of the presentation is available in the City Clerk's office)*

AN ORDINANCE TO CONSIDER APPROVING A CONTRACT WITH XL CONTRACTING, INC. FOR THE ALLEY REPAIRS FY2020 PROJECT

City Manager Gipson reported that the Public Works Department is requesting approval of a construction contract for the Alley Repairs FY2020 Project. The bid scope included the full or partial reconstruction of various alleys in the Central Business District, as well as alternate bids for spot repairs in residential areas (Hi-Pointe/DeMun and West Bemiston neighborhoods).

The City received seven bids, Build Pro Concrete, Inc. submitted the lowest bid, but withdrew their bid because of an error. XL Contracting, Inc. was the next lowest bid in the amount of \$388,756.70. With the inclusions of an alternate bid in the amount of \$83,975.14 the base bid plus alternate totals to \$472,731.84, which is 1.2% less than the next lowest bid.

This project is funded by bond proceeds that have been transferred into the Capital Improvement Fund, there are adequate funds in the FY2020 budget for this activity.

In response to Alderman McAndrew's question, Matt Malick, Interim Director of Public Works explained that they have checked the contractor's references and that the contractor has done work for utilities, City of Chesterfield, as well as private work.

In response to Alderman Winings question, City Manager Gipson stated that staff is in the process of reviewing the current operating and capital projects and the team is identifying (listing) projects that could possibly be deferred.

**Alderman Winings introduced Bill No. 6788, an Ordinance to approve a contract with XL Contracting, Inc. for the Alley Repairs FY2020 Project to be read for the first time by title only.**

**City Attorney O'Keefe reads Bill No. 6788, first reading, an Ordinance Approving a Contract with XL Contracting, Inc. for the Alley Repairs FY2020 project by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Winings that the Board give unanimous consent to consideration for adoption of Bill No. 6788 on the day of its introduction.**

**The motion passed unanimously on a voice vote.**

**Alderman Winings introduced Bill No. 6788, an Ordinance to approve a contract with XL Contracting, Inc. for the Alley Repairs FY2020 Project to be read for the second time by title only. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6788, first reading, an Ordinance Approving a Contract with XL Contracting, Inc. for the Alley Repairs FY2020 by title only.**

**The motion passed on a roll call vote: Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6649 of the City of Clayton.**

**AN ORDINANCE TO CONSIDER APPROVING A CONTRACT WITH MISSOURI PETROLEUM PRODUCTS COMPANY, LLC FOR THE FY2020 MICROSURFACING PROJECT**

City Manager Gipson reported that the Public Works Department is requesting approval of a construction contract for the FY2020 Microsurfacing Project with Missouri Petroleum Products Company, LLC. This bid scope included the replacement non-ADA compliant curb ramps along the route and application of microsurfacing on Forsyth Blvd (from the north city limits near Lafon to just east of Jackson Ave. and from Big Bend Blvd. to the eastern city limits) and on N. Meramec Ave. (from Maryland Ave. to the northern city limits).

The bid also included an add alternate for the curb ramps on the north side of Forsyth at Washington University. These ramps are maintained by Washington University and city staff has shared the bid results with Washington University. This add alternate was included for the

purpose of establishing this cost for the university, who could then enter into an agreement with the contractor directly.

The City received two bids with Missouri Petroleum submitting the lowest, base bid in the amount of \$748,512.17. The final engineer's estimate for this work was \$765,669.00.

Missouri Petroleum also submitted the lowest, responsive, responsible add alternate bid (A) in the amount of \$19,973.50.

This project is funded by bond proceeds that have been transferred into the Capital Improvement Fund, there are adequate funds in the FY2020 budget for this activity.

In response to Alderman McAndrew's question from resident, Tony Cuneo, representing St. Joseph's Church, regarding the Church facility driveway, Matt Malick stated that the project would not affect current driveways therefore there will not be a need to repair or replace a driveway.

**Alderman Winings introduced Bill No. 6789, an ordinance to approve a contract with Missouri Petroleum Products Company, LLC for the FY2020 Microsurfacing project to be read by title for the first time. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6789, first reading, an Ordinance Approving a Contract with Missouri Petroleum Products Company, LLC for the FY2020 Microsurfacing Project by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Winings that the Board give unanimous consent to consideration for adoption of Bill No. 6789 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Winings introduced Bill No. 6789, an ordinance to approve a contract with Missouri Petroleum Products Company, LLC for the FY2020 Microsurfacing project to be read by title for the second time. Alderman Boulton seconded.**

**City Attorney O'Keefe reads Bill No. 6789, first reading, an Ordinance Approving a Contract with Missouri Petroleum Products Company, LLC for the FY2020 Microsurfacing Project by title only.**

**The motion passed on a roll call vote: Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6650 of the City of Clayton.**

**AN ORDINANCE TO CONSIDER APPROVING AMENDING THE CLAYTON CITY CODE RELATING TO PARKING METER REGULATIONS**

City Manager Gipson reported that this amendment to the Clayton city code is proposed to clean up existing language pertaining to parking meter rental. The current code references "a

rate proportionate to the rates charged for parking within the particular parking meter zone” and does not account for administrative costs. The amended code is an effort to identify not only the associated hourly meter fees, but additional impacts that could be considered by the Director of Public Works in establishing a daily meter rental fee for a rental request such as the time and length of rental, the parking demand at the location, the inconvenience caused to the public and businesses, and administrative costs.

**Alderman Winings introduced Bill No. 6790, an ordinance to approve an amendment to the Clayton City Code relating to parking meter regulations to be read by title for the first time. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6790, first reading, an Ordinance Amending the Clayton City Code Relating to Parking Meter Regulations by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Winings that the Board give unanimous consent to consideration for adoption of Bill No. 6790 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Winings introduced Bill No. 6790, an ordinance to approve an amendment to the Clayton City Code relating to parking meter regulations to be read by title for the second time. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6790, second reading, an Ordinance Amending the Clayton City Code Relating to Parking Meter Regulations by title only.**

**The motion passed on a roll call vote: Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6651 of the City of Clayton.**

**Alderman Winings recused himself from the meeting (7:56 p.m.).**

**AN ORDINANCE TO CONSIDER APPROVING AN EASEMENT AGREEMENT TO FACILITATE CONSTRUCTION OF CERTAIN IMPROVEMENTS RELATED TO THE US CAPITAL REDEVELOPMENT PROJECT**

City Manager Gipson reported that Brentwood-Forsyth Partners 1, LLC, and Commerce Bank have requested both aerial and subsurface easements to facilitate construction of US Capital’s new development adjacent to City rights-of-way. The easements are: (a) temporary aerial easements for construction cranes within the site with an operational radius that extends into air space above our rights-of-way, and (b) permanent subsurface easements for the placement of tieback and shoring walls. These easements are illustrated in the attached exhibits in the Easement Agreement.

Both Public Works and the City Attorney have reviewed and approved the attached easement titled Tieback and Crane Easement Agreement.

**Alderman Boulton introduced Bill No. 6791, an ordinance to approve an easement agreement to facilitate construction of certain improvements related to the U.S. Capital Redevelopment Project to be read by title for the first time. Alderman Lintz seconded.**

**City Attorney O’Keefe reads Bill No. 6791, first reading, an Ordinance Approving an Easement Agreement to Facilitate Construction of Certain Improvements Related to the US Capital Redevelopment Project by title only.**

**The motion passed on a roll call vote: Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6652 of the City of Clayton.**

**Alderman Winings rejoined the meeting (8:01 p.m.)**

**AN ORDINANCE TO CONSIDER APPROVING A PERMANENT AMEREN EASEMENT FOR ELECTRICAL SERVICE RELATED TO THE SHAW PARK ALL-SEASON RECREATION PROJECT**

City Manager Gipson reported that the proposed ordinance would approve an easement to be granted to the Union Electric Company d/b/a Ameren Missouri (“Ameren”) for the purpose of allowing Ameren to maintain electrical improvements and other related appurtenances and improvements, within Shaw Park. The improvements are part of the Shaw Park All-Season Recreation Complex and will serve the electric needs of the entire park. Currently, all electric service for the park is in the rink building itself. This will move that service to a separate substation. Ameren requires that they have access to these improvements for future maintenance purposes.

The easement covers a portion of the eastern edge of Shaw Park, near fields 1 and 2, where the new electrical services are being located.

The Parks & Recreation Department and the City Attorney have reviewed and approved the easement and agreement documents.

Patty DeForrest, Director of Parks and Recreation, addressed the Board to answer questions.

**Alderman Winings introduced Bill No. 6792, an ordinance to approve an easement agreement with Ameren for electrical service related to the Shaw Park All-Season Recreation project to be read for the first time by title only. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6792, first reading, an Ordinance Approving a Permanent Ameren Electric Easement for Electrical Service Related to Shaw Park by title only.**

**The motion passed unanimously on a voice vote.**

**Motion made by Alderman Winings that the Board give unanimous consent to consideration for adoption of Bill No. 6792 on the day of its introduction. Alderman Boulton seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Winings introduced Bill No. 6792, an ordinance to approve an easement agreement with Ameren for electrical service related to the Shaw Park All-Season Recreation project to be read for the second time by title only. Alderman Boulton seconded.**

**City Attorney O’Keefe reads Bill No. 6792, second reading, an Ordinance Approving a Permanent Ameren Electric Easement for Electrical Service Related to Shaw Park by title only.**

**The motion passed on a roll call vote: Alderman Winings – Aye; Alderman Boulton – Aye; Alderman Lintz – Aye; Alderman Berkowitz – Aye; Alderman McAndrew – Aye; Alderman Buse – Aye; and Mayor Harris – Aye. The bill, having received majority approval was adopted and became Ordinance No. 6653 of the City of Clayton.**

**Alderman Winings recused himself from the meeting (8:08 p.m.).**

AN ORDINANCE TO CONSIDER APPROVING A PLEDGE AGREEMENT BETWEEN THE CENTENE CHARITABLE FOUNDATION, THE CLAYTON COMMUNITY FOUNDATION AND THE CITY OF CLAYTON FOR CONTRIBUTIONS TO FUND IMPROVEMENTS TO THE RECREATION COMPLEX THAT INCLUDES AN ICE RINK IN SHAW PARK, A PRIORITY PROJECT IDENTIFIED IN THE SHAW PARK MASTER PLAN

City Manager Gipson reported that this is a pledge agreement intended to provide the City with the funds to make improvements to the Recreation Complex that will serve as an Ice Rink in the winter and athletic and event venue the remainder of the year in Shaw Park. This project has been identified as a priority project by both the Board of Aldermen and Clayton Community Foundation and has been on the approved project list since 2010. The parties to the agreement include the Centene Charitable Foundation (“Centene”), the Clayton Community Foundation (the “Foundation”), and the City of Clayton (the “City”).

Alderman Berkowitz expressed concern regarding the naming of the facility and the possibility of the Centene name no longer being used within the 25 years. He suggested that additional language should be included in the agreement that would reflect that possibility.

Gary Feder, Clayton Community Foundation, addressed the Board stating that the naming opportunity is up to 25 years which will begin when the facility opens, but there is no obligation after the annual monetary gifts are made. He said that he would meet with Centene’s counsel to discuss specific language to address the Board’s concern.

City Attorney Kevin O’Keefe stated that the City would be receiving funds up front and that Centene would be giving recognition for the gift.

Mayor Harris referenced, for example, that the Monsanto name is on several buildings although it is now Bayer and that she did not want to leave \$2 million “out there.”

Alderman Buse commented that this is a generous gift to the City in a difficult time and that if something should happen to Centene in the future then both the City and Centene can decide what to do at that time.

**Motion made by Alderman Boulton to table Bill No. 6793. Alderman Lintz seconded.**

**The motion passed unanimously on a voice vote.**

**Alderman Winings rejoined the meeting (8:45 p.m.)**

Other

Mayor Harris reported:

- Mayor's Youth Advisory Committee (MYAC) continues to work on their project and getting sponsorships; Straub's has committed to a gold level sponsorship.
- Promoting the small businesses.
- Staying in touch with the region's mayors during this time.

City Manager Gipson announced that the regularly scheduled Friday, April 17, session will be held via Zoom meeting; discussion to include: 1. Downtown Design Guidelines; Scooters; and Clayton Equity Commission terms.

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

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

There being no further regular business the meeting adjourned at 8:48 p.m.

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Mayor

ATTEST:

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City Clerk



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** PUBLIC HEARING & A RESOLUTION - CONDITIONAL USE PERMIT  
FOR 125 HUNTER AVENUE

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This is a request for Conditional Use Permit approval to allow an auto repair shop at 125 Hunter Avenue to be known as Caliber Collision Centers. The property, which has a zoning designation of S-1 Service District, contains a 13,195 square-foot commercial style building with 8 interior garage bays and a 56-space surface parking lot that is fenced on 3 sides. The property is adjacent to I-170 to the west; a 2-story office building to the north; and the Hunter Avenue right-of-way and landscaped open areas associated with a 4-story office building to the south and east. In 2015, the Board of Aldermen approved a Conditional Use Permit for ABRA Autobody and Glass. ABRA has since merged with Caliber Holdings Corporation and will now be doing business as Caliber Collision Centers. Caliber Collision Centers proposes to operate 7:30 a.m. to 5:30 p.m. Monday through Friday and 9:00 a.m. to 12:00 p.m. on Saturday. Trash will be stored in a trash enclosure located at the southern corner of the property.

Staff is of the opinion that the surrounding properties could be moderately impacted by the proposed use, specifically the building to the north. The operational characteristics of the use as proposed by the applicant can be noisy, visually unattractive, waste producing and odor producing. These impacts are somewhat mitigated by the configuration of the building on the subject property and the existing landscape buffering between the two properties. The garage bays, where most of the noise producing activity will take place, are in the center of the building, thus providing a buffer between the location of the noise producing activity and the office building to the north. Furthermore, both buildings are located directly adjacent to Interstate 170, so there is a large amount of noise generated by passing traffic that could help offset some of the noise produced by the automobile repair shop. Finally, the storage/parking area is located at the south end of the property and is screened by an opaque fence and the existing building, therefore limiting its visibility to the public.

The Plan Commission considered the request for the Conditional Use Permit at its April 28, 2020, meeting and voted unanimously to recommend approval to the Board of Aldermen.

**STAFF RECOMMENDATION:** To conduct a public hearing and approve a Conditional Use Permit to allow the operation of an auto repair shop at 125 Hunter Avenue pursuant to the stipulations and conditions listed in the attached resolution.

**RESOLUTION NO. 2020 - 03**

WHEREAS, the Board of Aldermen received an application dated February 27, 2020, from Allison Mathern, representative for Caliber Holdings Corporation, business owner and tenant, for a Conditional Use Permit to allow the operation of an auto repair shop to be known as Caliber Collision Centers at 125 Hunter Avenue; and

WHEREAS, the City Plan Commission considered the request at its April 6, 2020, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, on April 28, 2020, after due notice as provided by law, the Board of Aldermen held a public hearing for the purpose of receiving public comment on the question of the approval of the conditional use permit hereinafter addressed; and

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

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the issuance of a Conditional Use Permit to Caliber Holdings Corporation, to allow the operation of an auto repair shop to be known as Caliber Collisions Centers at 125 Hunter Avenue is hereby authorized. Said property is more particularly described as follows:

PART OF LOT 8, BLOCK 13  
OF THE CLAYTON GARDENS SUBDIVISION  
IN THE CITY OF CLAYTON, MISSOURI

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

1. That the permit shall be granted to Caliber Holdings Corporation d/b/a Caliber Collisions Centers, (the "Permittee"), and shall not be transferred or reassigned.
2. That the property shall be improved, maintained and operated substantially in accordance with an application dated February 27, 2020, and with the plans and specifications as filed with and approved by the City of Clayton.
3. Business hours of operation may be as follows: 7:30 a.m. to 5:30 p.m., Monday through Friday and 9:00 a.m. to 12:00 p.m. Saturday.
4. All work performed on vehicles must occur within the enclosed building. No work shall be performed outdoors.

5. Any vehicle with body damage, vehicles that are wrecked or are missing a body part shall be stored indoors or within the fenced and gated parking lot in a location that is completely screened from public rights-of-way and adjacent properties.
6. All vehicle parts shall be stored indoors at all times.
7. All vehicles awaiting repair shall either be stored in the on-site parking lot, inside the enclosed building or off-site. No vehicles shall be parked in the street.
8. No vehicles shall remain on site more than thirty (30) days.
9. The storage and disposal of all waste products generated on site shall conform to all applicable Federal, State and City regulations.
10. Dumpsters shall be properly screened.
11. The Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.
12. The Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

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

Adopted this 28<sup>th</sup> day of April 2020.

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Mayor

ATTEST:

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City Clerk



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
SUSAN M. ISTENES, DIRECTOR OF PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** PUBLIC HEARING & A RESOLUTION - CONDITIONAL USE PERMIT FOR PERFORMANCE LAB, LLC – 8009, 8011 & 8013 MARYLAND AVENUE

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This is a public hearing and subsequent resolution to consider granting a conditional use permit to operate a fitness center at the subject location. A conditional use permit is required in the C-2 Zoning District for fitness centers/health clubs.

On March 11, 2020, Mr. David Lazaroff, owner of PERFORMANCE LAB, LLC, requested a conditional use permit to continue operation of the existing business located at 8009, 8011, and 8013 Maryland Avenue under a new name and ownership.

PERFORMANCE LAB will be approximately 3,801 square feet in size. The Zoning Ordinance requires commercial uses to provide parking at a ratio of 1 space per 300 square feet of gross floor area. The applicant indicates there will be 8 parking spaces in the parking lot at the rear of the building as well as on-street parking in front of the business along Maryland Avenue. Due to the proposed use being the same as the existing use of the site, no additional parking is required.

Hours of operation will be Monday through Friday, 6:00 AM to 8:00 PM and Saturday and Sunday 9:00 AM to 11:00 AM, and after 11:00 AM by appointment only.

The City Plan Commission considered this request at their April 6, 2020, meeting and voted unanimously to recommend approval.

**Recommendation:** To conduct a public hearing and consider approving the resolution granting a conditional use permit to PERFORMANCE LAB, LLC d/b/a PERFORMANCE LAB, with the stipulations contained in the resolution.

## RESOLUTION NO. 2020-04

WHEREAS, the Board of Aldermen received a letter and application dated March 11, 2020, from PERFORMNACE LAB, LLC d/b/a PERFORMANCE LAB, requesting a conditional use permit for the operation of a health club/fitness center at 8009, 8011, & 8013 Maryland Avenue; and

WHEREAS, the City Plan Commission considered the request at its APRIL 6, 2020, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen held a public hearing on the matter at their meeting of April 28, 2020, after due notice as required by law;

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

Section 1. Pursuant to the authority of Chapter 22, Article 9 (Conditional Use Permits) of the Code of Ordinances of the City of Clayton (the Zoning Ordinance), the issuance of a conditional use permit to PERFORMANCE LAB, LLC, d/b/a/ PERFORMANCE LAB for the use of the property at 8009, 8011 & 8013 Maryland Avenue for a health club/fitness center, is hereby authorized. Said property is more particularly described as follows:

PARTS OF LOTS 1 & 2, BLOCK 1 OF THE WEST BEMISTON  
SUBDIVISION  
IN THE CITY OF CLAYTON

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

1. That the permit shall be granted to PERFORMANCE LAB, LLC d/b/a PERFORMANCE LAB (the "Permittee") and shall not be transferred or assigned without the prior written approval of the Board of Aldermen of the City of Clayton.
2. That the property shall be improved, maintained and operated substantially in accordance with a letter and application dated March 11, 2020, and with the plans and specifications as filed with and approved by the City of Clayton.
3. That the hours of operation will be 6:00 AM to 8:00 PM, Monday through Friday and 9:00 AM to 11:00 AM Saturday and Sunday and by appointment only after 11:00 AM.
4. That any changes to the exterior appearance be approved by the City's Architectural Review Board prior to such change,
5. That the Permittee participate in recycling.
6. That the Permittee is responsible for keeping the area inside the studio and the area adjacent to the establishment, including the sidewalk, clean and free from litter.

7. That the Permittee provide and maintain a minimum of 8 parking spaces for the life of the business and re-stripe the parking lot.
8. That the building owner notify the City, in writing, and receive approval from the City, of any changes to the required number of off-street parking spaces.
9. The applicant shall remove the plantings in the existing planter box at the front of the building and replace them with small evergreen plantings and annuals or perennials for seasonal color.
10. That no outdoor lighting shall be permitted without the prior written approval of the Director of Public Works.
11. That all signs will be approved by and to the satisfaction of the Planning Department.
12. That the Permittee shall, within thirty (30) days of the adoption of this Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit provided for in this Resolution is accepted and that the conditions set forth herein are understood and will be complied with.
13. That Permittee's failure to comply with any of the conditions provided for in this Resolution may cause immediate termination of the permit provided for by this Resolution.

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

Adopted this 28<sup>th</sup> day of April 2020.

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Mayor

ATTEST:

---

City Clerk



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** PUBLIC HEARING & RESOLUTION - A CONDITIONAL USE PERMIT FOR TONY'S RESTAURANT LOCATED AT 105 CARONDELET PLAZA

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This is a public hearing to consider an application for a Conditional Use Permit submitted by James Bommarito, restaurant owner, to allow the operation of a 7,890 square foot restaurant on the first and second floors of the subject mixed-use building addressed as 7620 Forsyth Boulevard, commonly known as Centene Plaza, Tower C, at a location designated as 105 Carondelet Plaza to be known as Tony's.

Tony's restaurant proposes to be open Monday through Friday from 11:15 AM to 2:30 PM for lunch and Monday through Saturday 5:30 PM to 10:00 PM for dinner. The restaurant will provide seating for 158 patrons including seasonal outdoor dining and will provide an elevated fine dining experience with AAA Four Diamond Star Service. A liquor license will be required and delivery service from the restaurant is not proposed

The restaurant is greater 3,000 gross square feet of floor area; therefore 98 off-street parking spaces are required. The Centene Campus project was approved with enough parking for all of the retail/restaurant space identified in the Subdistrict Master Plan. The applicant is proposing the use of valet service exclusively.

Deliveries to the restaurant will be made to loading dock C, on the east side of the tower which is accessed from the north-south alley off Carondelet Plaza. Trash will be stored in compactors located underneath the building on the east side of the tower. The applicant intends to participate in a recycling program.

The Plan Commission considered this request at its April 6, 2020, meeting and voted unanimously to recommend approval as requested.

**STAFF RECOMMENDATION:** To approve a Conditional Use Permit for the operation of Tony's at 105 Carondelet Plaza per the conditions outlined in the Resolution.

## RESOLUTION NO. 2020-05

WHEREAS, on March 23, 2020, the City received an application and letter from James Bommarito, owner, requesting a Conditional Use Permit to allow the operation of a 7,890 square foot restaurant to be known as Tony's at 105 Carondelet Plaza;

WHEREAS, the City Plan Commission considered this request at its April 6, 2020, meeting and voted to recommend approval to the Board of Aldermen; and

WHEREAS, pursuant to law, the Board of Aldermen held a public hearing on the matter at their meeting of April 28, 2020; and

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

Section 1. Pursuant to the authority of Chapter 405 (Zoning Regulations), Article VII (Conditional Use Permit), of the Code of Ordinances of the City of Clayton, and subject to the terms and conditions set forth in Section 2, below, the approval of a Conditional Use Permit to TONY'S, to allow the operation of a restaurant on the first and second floors of The Centene Plaza Tower C building at 7620 Forsyth Boulevard, to be addressed as 105 Carondelet Plaza, is hereby granted. Said property is more particularly described as follows:

LOT 1 IN THE CENTENE TOWER CONSOLIDATION SUBDIVISION  
IN THE CITY OF CLAYTON, MISSOURI

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

1. The permit shall be granted to James Bommarito (the "Permittee") and shall not be transferred or assigned without the prior written approval of the City of Clayton.
2. The property shall be improved, maintained, and operated substantially in accordance with the application and letter dated March 23, 2020, and with the plans and specifications as filed with and approved by the City of Clayton.
3. Permitted hours of operation are 11:15 AM to 2:30 PM on Monday through Friday for lunch and Monday through Saturday 5:30 PM to 10:00 PM for dinner; the outdoor dining area will be open seasonally serving dinner Monday through Friday, 5:30 PM to 10:00 PM.
4. All work shall conform to the plans submitted to and approved by the City of Clayton.
5. Any future exterior alterations/renovations must be approved by the City prior to such change. Any exterior signage shall conform to the City's Sign Ordinance, the Centene Campus Sign District and be approved by the City prior to installation.
6. Outdoor seating shall only be allowed with the issuance of an Outdoor Dining Permit as issued by the City's Planning Department.

7. Deliveries to the restaurant shall be made to the loading dock C, on the east side of the tower which is accessed from the north-south alley off Carondelet Plaza.
8. Trash shall be stored in compactors located underneath the building on the east side of the tower.
9. Parking shall be valet only and occur in the West garage and the Crescent garage (across the alley) in the existing retail parking spaces which are vacant in the evening.
10. There shall be no outdoor music or speakers to amplify music or similar audio.
11. The applicant shall obtain a Liquor License from the City of Clayton prior to serving alcohol.
12. The Permittee shall, within thirty (30) days of the adoption of the Resolution, notify the City Clerk of the City of Clayton in writing that the conditional use permit authorized hereby is accepted and that the conditions set forth herein are understood and will be complied with.
13. The Permittee's failure to comply with any of the conditions provided for in the Resolution may cause immediate termination of the permit.

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

Adopted this 28<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

---

**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** PUBLIC HEARING & ORDINANCE - SUBDIVISION PLAT (LOT CONSOLIDATION) FOR 114, 124, AND 134 GAY AVENUE

---

This is a public hearing and subsequent ordinance to consider approving a subdivision plat for the consolidation of four (4) lots to create two (2) lots. All lots are zoned R-4 Low Density Multiple Family Dwelling District.

On February 11, 2020, the City of Clayton received an application and plat from Mike Manlin of Manlin Development Group, on behalf of Bartlett Holdings Clayton, LLC, owner, requesting to consolidate four (4) existing lots addressed 114 Gay Avenue (Lot 8), 124 Gay Avenue (Lot 9 and Lot 10), and 134 Gay Avenue (Lot 11) in the Clayton Gardens No. 4 Subdivision. The proposed plat will consolidate Lot 8 (7,411 square feet), Lot 9 and Lot 10 (14,925 square feet) and Lot 11 (7,511 square feet) resulting in two new lots; one measuring 14,959 square feet (Lot A) and the other measuring 14,888 square feet (Lot B), totaling 29,847 square feet.

The properties, once consolidated, will be developed with two, five-unit townhome buildings with underground parking. A cross-access easement is proposed to allow shared access in and out of the underground garage and another easement for the maintenance of the retaining walls. The applicant will also be requesting a condominium plat.

The Plan Commission considered this request at its April 6, 2020 meeting and voted 7 – 0 to recommend approval with the following conditions:

1. The applicant shall provide a mylar for the appropriate City of Clayton signatures per the Subdivision Ordinance requirements after Board of Aldermen approval.
2. The applicant shall file the plat with the St. Louis County Recorder of Deeds office and submit proof of filing to the City within 30 days of Board of Aldermen approval

The newly created lots meet all zoning requirements for the R-4 Low Density Multiple Family Dwelling District.

**STAFF RECOMMENDATION:** To conduct a public hearing and approve with conditions set forth in the draft ordinance attached hereto.

BILL NO. 6794

ORDINANCE NO. \_\_\_\_\_

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

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WHEREAS, there presently exists in the City of Clayton four (4) residential lots numbered 114, 124, and 134 Gay Avenue, more particularly described as follows:

LOTS 8, 9, 10, and 11  
IN THE CLAYTON GARDENS NO. 4 SUBDIVISION  
IN THE CITY OF CLAYTON, MISSOURI

WHEREAS, the owner of said property desires to consolidate said lots into two (2) lots, in accordance with the City of Clayton Subdivision Ordinance, and has submitted the plat of said property to the Board of Aldermen of the City of Clayton for approval, which plat is attached hereto, marked "Exhibit A", and made part of this Ordinance.

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

WHEREAS, on April 28, 2020, after due notice as provided by law, the Board of Aldermen held a public hearing for the purpose of receiving public comment on the question of the approval of the plat hereinafter addressed;

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

Section 1. The consolidation of the above described property, numbered 114, 124, and 134 Gay Avenue, in accordance with the plat attached hereto and marked "Exhibit A" and made part of this ordinance is hereby approved and the plat is authorized to be filed in the office of the Recorder of Deeds.

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

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

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

Passed this 28<sup>th</sup> day of April 2020

\_\_\_\_\_  
Mayor

ATTEST:

---

City Clerk

OWNERS CERTIFICATE

THE UNDERSIGNED, OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED IN THE MANNER SHOWN ON THIS PLAT, WHICH SUBDIVISION SHALL HEREINAFTER BE KNOWN AS "THE TOWNHOMES OF CLAYTON".

THE PROPOSED CROSS ACCESS EASEMENT SHOWN HACHURED [HACHURED] HEREON IS HEREBY DEDICATED TO THE CURRENT AND FUTURE OWNERS OF LOTS A & B, THE TOWNHOMES OF CLAYTON HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS, ASSIGNS, LICENSEES, AGENTS LESSEES, CONTRACTORS, SUBCONTRACTORS AND TENANTS, THE RIGHT AND EASEMENT TO USE THE INGRESS AND EGRESS EASEMENTS SHOWN HEREON AND ARE SUBJECT TO THE MASTER DECLARATION OF EASEMENTS AND RESTRICTIONS FOR MRM MANLIN DEVELOPMENT GROUP.

THE PROPOSED RETAINING WALL EASEMENT SHOWN HACHURED [HACHURED] HEREON IS HEREBY DEDICATED TO THE CURRENT AND FUTURE OWNERS OF LOTS A & B, THE TOWNHOMES OF CLAYTON HOMEOWNERS ASSOCIATION, THEIR SUCCESSORS, ASSIGNS, LICENSEES, AGENTS LESSEES, CONTRACTORS, SUBCONTRACTORS AND TENANTS, THE RIGHT AND EASEMENT TO CONSTRUCT, MAINTAIN, REPAIR OR REPLACE THE RETAINING WALL/WALLS WITHIN SAID EASEMENT AND ARE SUBJECT TO THE MASTER DECLARATION OF EASEMENTS AND RESTRICTIONS FOR MRM MANLIN DEVELOPMENT GROUP.

THIS SUBDIVISION IS SUBJECT TO THE MASTER DECLARATIONS OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS CONTAINED IN AN INSTRUMENT FILED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ IN THE ST. LOUIS COUNTY RECORDS. TO BE RECORDED SIMULTANEOUSLY WITH THE RECORDING OF THIS PLAT.

THE UNDERSIGNED FURTHER STATES THAT SAID TRACT IS NOT ENCUMBERED BY DELINQUENT TAXES, IN TESTIMONY WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

ALL BUILDING LINES SHOWN HEREON ARE HEREBY ESTABLISHED WITH THE RECORDING OF THIS PLAT.

BARTLETT HOLDINGS CLAYTON, LLC. BALES, DAVID & MARY

BY: \_\_\_\_\_ BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ PRINT NAME: David Bales

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

MJR JL B, LLC. BY: \_\_\_\_\_

BY: \_\_\_\_\_ PRINT NAME: Mary Bales

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNERS NOTARY - BARTLETT HOLDINGS, CLAYTON, LLC

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID HE DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

OWNERS NOTARY - BALES, DAVID & MARY

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ TO ME KNOWN TO BE THE PERSON(S) DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

OWNERS NOTARY - MJR JL B, LLC

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID HE DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

THE TOWNHOMES OF CLAYTON SUBDIVISION PLAT

A TRACT OF LAND BEING LOTS 8, 9, 10, & 11 IN BLOCK 13 OF CLAYTON GARDENS NO. 4, AS RECORDED IN PLAT BOOK 41 PAGE 15, TOWNSHIP 45 NORTH, RANGE 6 EAST, ST. LOUIS COUNTY, MISSOURI

LENDER CERTIFICATE - BALES, DAVID & MARY

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS SUBDIVISION PLAT OF "THE TOWNHOMES OF CLAYTON"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

LENDER: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MJR JL B, LLC. BY: \_\_\_\_\_

BY: \_\_\_\_\_ PRINT NAME: Mary Bales

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

LENDER NOTARY

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID HE DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

LENDER CERTIFICATE - BARTLETT HOLDINGS, CLAYTON, LLC

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS SUBDIVISION PLAT OF "THE TOWNHOMES OF CLAYTON"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

LENDER: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MJR JL B, LLC. BY: \_\_\_\_\_

BY: \_\_\_\_\_ PRINT NAME: Mary Bales

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

LENDER NOTARY

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID HE DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

LENDER CERTIFICATE - MJR JL B, LLC

THE UNDERSIGNED HOLDER OR LEGAL OWNER OF NOTES SECURED BY A DEED RECORDED IN BOOK \_\_\_\_\_ PAGE \_\_\_\_\_ OF THE ST. LOUIS COUNTY RECORDS HEREBY JOINS IN AND APPROVES IN EVERY DETAIL, THIS SUBDIVISION PLAT OF "THE TOWNHOMES OF CLAYTON"

IN WITNESS WHEREOF, SAID HOLDER OR LEGAL OWNER HAS SIGNED AND SEALED THIS SUBDIVISION PLAT THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020.

LENDER: \_\_\_\_\_

BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

MJR JL B, LLC. BY: \_\_\_\_\_

BY: \_\_\_\_\_ PRINT NAME: Mary Bales

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

LENDER NOTARY

STATE OF \_\_\_\_\_ ) SS

COUNTY OF \_\_\_\_\_ )

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020, BEFORE ME, APPEARED \_\_\_\_\_ WHO BEING BY ME DULY SWORN, DID SAY THAT HE/SHE IS THE \_\_\_\_\_ OF \_\_\_\_\_ A CORPORATION DULY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND THAT THE SEAL, AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT THE SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF THE BOARD OF DIRECTORS AND THAT SAID HE DECLARED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

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

NOTARY PUBLIC: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

MY TERM EXPIRES: \_\_\_\_\_

CITY OF CLAYTON

I, \_\_\_\_\_, CITY CLERK WITHIN AND FOR THE CITY OF CLAYTON, MISSOURI DO HEREBY CERTIFY THAT THIS SUBDIVISION PLAT OF "THE TOWNHOMES OF CLAYTON" IS APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2020 BY THE BOARD OF ALDERMAN OF THE CITY OF CLAYTON, BY ORDINANCE NUMBER \_\_\_\_\_

MAYOR \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_

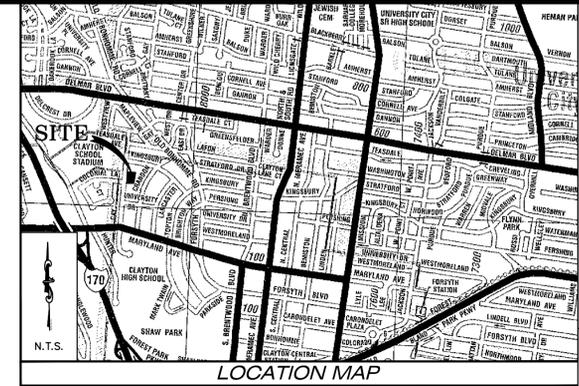
CITY CLERK \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

DEVELOPER \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

- SHEET INDEX
1. TITLE SHEET
2. SITE DEVELOPMENT PLAN
3. PLAT SHEET
4. EASEMENT DETAILS



GENERAL NOTES:

- 1. Site Address: 114, 124, & 134 Gay Avenue, Clayton, MO 63105
2. Owner Information: Bartlett Holdings Clayton, LLC
3. Developer Information: MRM Manlin Development Group
4. Area of Plot: 29,847 S.F. (0.69 AC±)
5. Present Zoning: "R-4" Low Density Multiple Family Dwelling District
6. Utility Provider Districts: Water, Sewer, Telephone, Gas, Electric
7. According to the FIRM Flood Insurance Rate Map
8. THD Design Group has used exclusively the title commitment policies
9. Property corners shall be established within one year of recording this plat.
10. There are a total of two (2) lots proposed with this subdivision plat.

SURVEYOR CERTIFICATE:

THIS IS TO CERTIFY THAT AT THE REQUEST OF MRM MANLIN DEVELOPMENT GROUP / INTEGRITY TITLE SOLUTIONS, LLC / AGENTS NATIONAL TITLE INSURANCE COMPANY, WE HAVE DURING THE MONTH OF AUGUST, 2019 EXECUTED A BOUNDARY & IMPROVEMENT SURVEY ON THREE TRACTS OF LAND BEING LOTS 8, 9, 10, & 11 OF BLOCK 13 OF CLAYTON GARDENS NO. 4, A SUBDIVISION RECORDED IN PLAT BOOK 41 PAGE 15 OF THE SAINT LOUIS COUNTY, MISSOURI RECORDS.

I, BRIAN J. FISCHER, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF MISSOURI HEREBY STATE FOR AND ON BEHALF OF THE DESIGN GROUP TO MRM MANLIN DEVELOPMENT GROUP / INTEGRITY TITLE SOLUTIONS, LLC / AGENTS NATIONAL TITLE INSURANCE COMPANY THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY RESPONSIBLE CHARGE PM AUGUST WITH THE CURRENT MISSOURI STANDARDS FOR BOUNDARY SURVEYS AND THAT THE SURVEY ACCURATELY REFLECTS ALL IMPROVEMENTS, INCLUDING FENCES, RECORDED EASEMENTS AND UNRECORDED VISIBLE EASEMENTS.

BRIAN J. FISCHER, MO PLS #002584 Date

THD DESIGN GROUP, INC. "Your solution for engineering and surveying"

THE TOWNHOMES OF CLAYTON SUBDIVISION PLAT TITLE SHEET



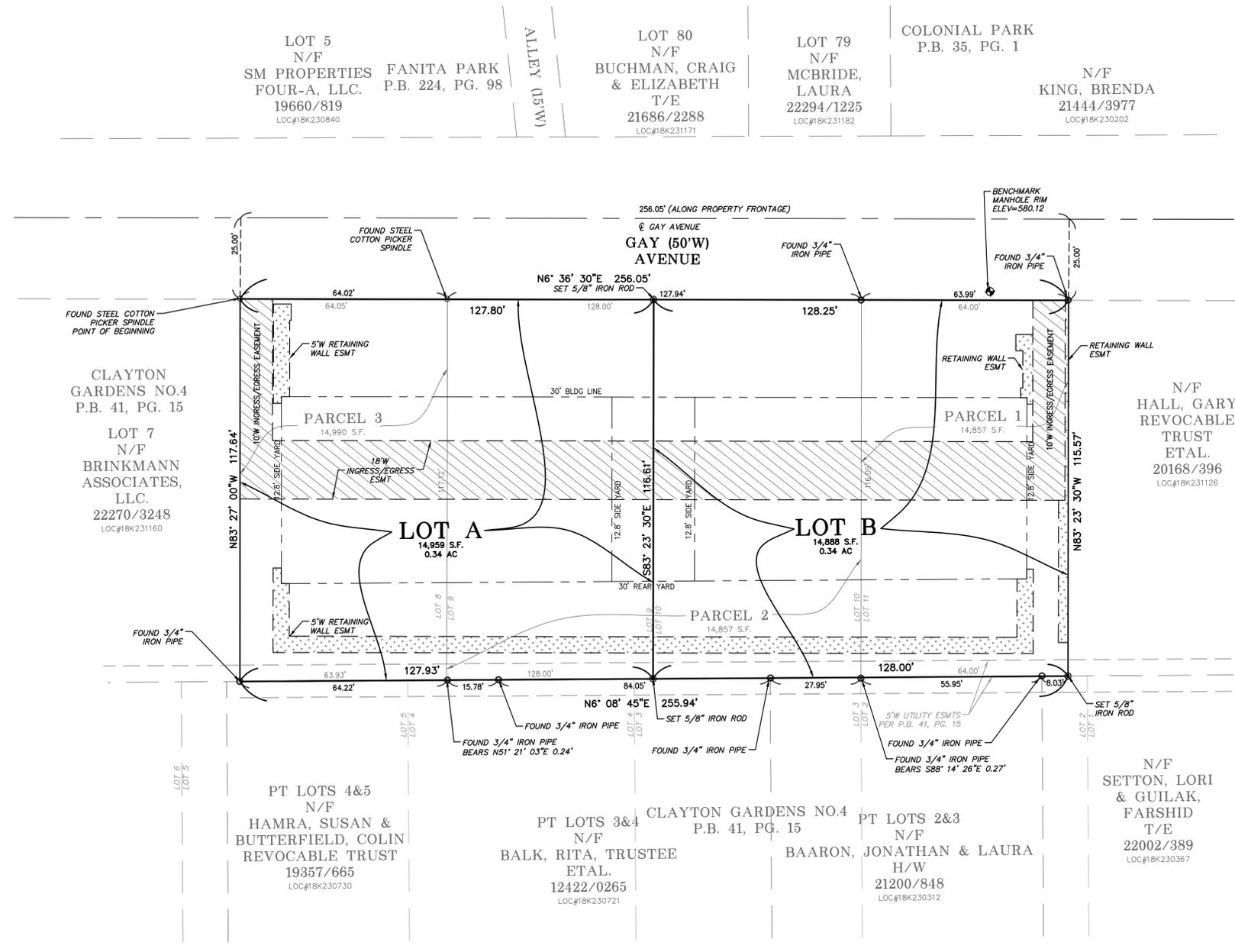
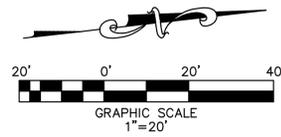
Date: Feb. 11, 2020. Brian J. Fischer License No. LS-002584 Professional Land Surveyor

PROJECT NUMBER: 19-5048

DATE: 02/11/2020

DRAWN BY: MLS





**LEGEND**

	CROSS ACCESS EASEMENT
	RETAINING WALL EASEMENT

SEE SHEET 4 FOR EASEMENT DETAILS

**SYMBOL LEGEND**

	FOUND CROSS		SET IRON ROD
	FOUND IRON PIPE		BENCHMARK
	CUT CROSS		

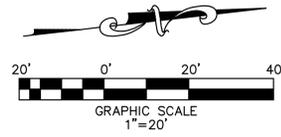
**THD DESIGN GROUP, INC.**  
 "your solution for engineering and surveying"  
 148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005  
 TEL: 636-294-2927  
 FAX: 636-294-3027  
 WWW: THDDESIGN.COM  
 Corporate Certificate of Authority #021100415

**THE TOWNHOMES OF CLAYTON**  
**SUBDIVISION PLAT**  
**PLAT SHEET**

Date: Feb 11, 2020  
 Brian J. Fischer  
 License No. LS-002584  
 Professional Land Surveyor

PROJECT NUMBER: 19-5048  
 DATE: 02/11/2020  
 DRAWN BY: MLS

**3 OF 4**



LOT 5  
N/F  
SM PROPERTIES  
FOUR-A, LLC.  
P.B. 224, PG. 98  
19660/819  
LOC#18K230840

ALLEY (15'W)

LOT 80  
N/F  
BUCHMAN, CRAIG  
& ELIZABETH  
T/E  
21686/2288  
LOC#18K231171

LOT 79  
N/F  
MCBRIDE,  
LAURA  
22294/1225  
LOC#18K231182

COLONIAL PARK  
P.B. 35, PG. 1

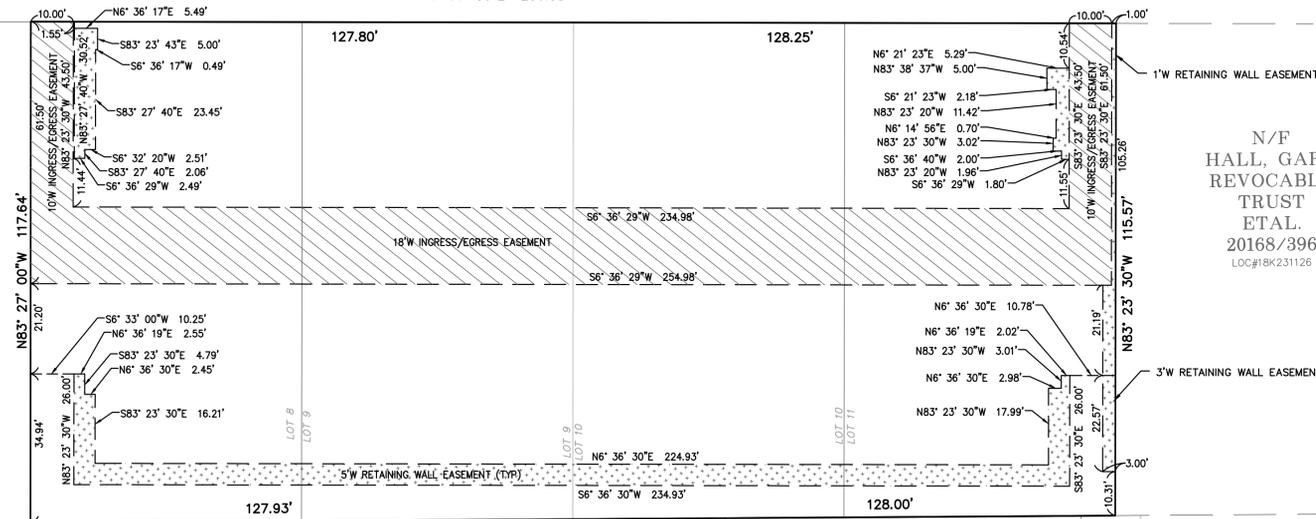
N/F  
KING, BRENDA  
21444/3977  
LOC#18K230202

GAY AVENUE  
GAY (50'W)  
AVENUE

N6° 36' 30"E 256.05'

CLAYTON  
GARDENS NO.4  
P.B. 41, PG. 15

LOT 7  
N/F  
BRINKMANN  
ASSOCIATES,  
LLC.  
22270/3248  
LOC#18K231160



**LEGEND**

CROSS ACCESS EASEMENT

RETAINING WALL EASEMENT

LOT 6  
LOT 8

PT LOTS 4&5  
N/F  
HAMRA, SUSAN &  
BUTTERFIELD, COLIN  
REVOCABLE TRUST  
19357/665  
LOC#18K230730

PT LOTS 3&4  
N/F  
BALK, RITA, TRUSTEE  
ETAL.  
12422/0265  
LOC#18K230721

CLAYTON GARDENS NO.4  
P.B. 41, PG. 15

PT LOTS 2&3  
N/F  
BAARON, JONATHAN & LAURA  
H/W  
21200/848  
LOC#18K230312

N/F  
SETTON, LORI  
& GUILAK,  
FARSHID  
T/E  
22002/389  
LOC#18K230367

N6° 08' 45"E 255.94'

**THD DESIGN GROUP, INC.**  
"your solution for engineering and surveying"  
148 CHESTERFIELD INDUSTRIAL BLVD STE E, CHESTERFIELD, MO 63005  
TEL: 636-394-3927  
FAX: 636-394-3927  
WWW.THDDSG.COM  
Corporate Certificate of Authority #021100415

THE TOWNHOMES OF CLAYTON  
SUBDIVISION PLAT  
EASEMENT DETAILS



Date: Feb 11, 2020  
Brian J. Fischer  
License No. LS-002584  
Professional Land Surveyor

PROJECT NUMBER: 19-5048

DATE: 02/11/2020

DRAWN BY: MLS



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER  
SUSAN M. ISTENES, AICP, DIRECTOR OF PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** ORDINANCE - A CONDOMINIUM PLAT FOR PROPERTIES ADDRESSED 114, 116, 118, 120, AND 122 (BUILDING A) AND 126, 128, 130, 132, AND 134 (BUILDING B) GAY AVENUE

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This is an ordinance approving a condominium plat at the above-referenced location.

On December 31, 2019, the City of Clayton received an application, plat and supporting documents from Manlin Development Group, owner of 114, 116, 118, 120, and 122 (building A) and 126, 128, 130, 132, and 134 (building B) Gay Avenue, for the approval of a condominium plat at those addresses to be known as The Townhomes of Clayton.

The subject townhomes will be comprised of two (2), five (5) unit buildings that were recently approved by the City's Architectural Review Board and Plan Commission.

Staff is of the opinion that the requested plat is in compliance with applicable codes, ordinances and standards.

**Recommendation:** To approve the Ordinance.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE PROVIDING FOR THE APPROVAL OF A PLAT FOR THE TOWNHOMES OF CLAYTON, A CONDOMINIUM LOCATED AT 114, 116, 118, 130, 122, 126, 128, 130, 132, AND 134 GAY AVENUE IN THE CITY OF CLAYTON, MISSOURI.

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WHEREAS, there will be two (2), five (5) unit townhomes in the City of Clayton, to be addressed 114, 116, 118, 120, and 122 (building A) and 126, 128, 130, 132, and 134 (building B), and;

WHEREAS, a condominium plat has been submitted for the above addresses, more particularly described as:

LOTS 8, 9, 10, AND 11 IN BLOCK 13  
OF THE CLAYTON GARDENS NO 4 SUBDIVISION  
IN THE CITY OF CLAYTON, ST. LOUIS COUNTY, MISSOURI"

WHEREAS, Manlin Development Group, owner of said building A (114, 116, 118, 120, and 122 Gay Avenue) AND building B (126, 128, 130, 132, and 134 Gay Avenue), pursuant to the Condominium Property Act of the State of Missouri, Missouri Revised Statutes (Chapter 448) has presented to the City of Clayton a condominium plat for said property, said plat being attached hereto, marked "Exhibit A" and made part of this Ordinance.

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

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

Section 3. The owner (applicant) must submit to the City Clerk proof of filing showing the book and page from the St. Louis County Recorder of Deeds Office within 45 days of the approval of said plat by the Clayton Board of Aldermen.

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

Passed this 28<sup>th</sup> day of April 2020

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk





City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER  
MATT MALICK, P.E., DIRECTOR OF PUBLIC WORKS  
**DATE:** APRIL 28, 2020  
**SUBJECT:** ORDINANCE - A CONTRACT WITH HABERBERGER, INC. FOR THE 10 N. BEMISTON BOILER AND CHILLER REPLACEMENTS

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The Public Works Department is requesting approval of a construction contract for the 10 N Bemiston Boiler and Chiller Replacements with Haberberger, Inc. The scope of work includes replacing a boiler, chiller and associated appurtenances at the 10 N. Bemiston Avenue facility. The bids also included alternates for: replacing the boiler flue; replacing a second chiller; replacing chiller piping; and a deduct to reuse existing conduit and wiring if conditions warrant.

Bids were opened at 1:00 pm on April 20, 2020. The City received six bids as shown on the attached bid tabulation. Haberberger, Inc submitted the lowest, responsive, responsible Base Bid in the amount of \$132,900.00. When the insides of the boiler flue and chiller piping are exposed, Boiler Alternate #1 and Chiller Alternate #3 may be warranted; hence, these two alternates are included in the value of the authorization for approved change orders below.

The existing two chillers were installed in 2003 and are nearing the end of their useful life. These chillers use R-22 refrigerant that is being phased out in developed countries due to the compound's ozone depletion potential and high global warming potential. As of January 1, 2020, The Montreal Protocol requires the U.S. to reduce its consumption of hydrochlorofluorocarbon (aka R-22) by 99.5% below the U.S. baseline. Refrigerant that has been recovered and recycled/reclaimed will be allowed beyond 2020 to service existing systems, but chemical manufacturers will no longer be able to produce R-22 to service existing air conditioners. The eastern chiller in the base bid has an LED control panel that has failed and a refrigerant leak. The western chiller is scheduled for replacement in FY 2021 and currently does not require any significant repairs.

The boiler was also installed in 2003 and is at the end of its useful life. This boiler was 85% efficient when installed. Unlike the chillers, the existing boiler does not have any redundancy when it fails to operate. The proposed replacement boiler is up to 99%



City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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efficient and has an array of four heat exchanger modules creating multiple boiler redundancy in one packaged unit. Each module is independent and “stand-alone” ensuring continued boiler operation if an adjacent module is turned off or even removed.

The replacement of the boiler and chiller is funded in the Facility Equipment Replacement Fund (aka FERF) which has \$116,465.00 budgeted. Haberberger’s base bid is 12% over budget. Hence, a budget adjustment will be required to the FY2020 budget.

**STAFF RECOMMENDATION:** To approve the ordinance authorizing a contract with Haberberger, Inc in the amount of \$132,900.00, plus authorization to approve change orders in an amount not to exceed \$64,000.00, for a total of \$194,900.00 for the 10 N Bemiston Boiler and Chiller Replacements.

RFBA Bid Tabulation

**Bid Opening**

**10 N Bemiston Boiler & Chiller Replacements**



Date: 4/20/2020  
Time: 1:00:00 PM

BIDDER	Boiler Base Bid (BBB)	Boiler Base Bid Deduct (BD)	Boiler Alternate #B1 (B1)	Chiller Base Bid (CBB)	Chiller Base Bid Deduct (CD)	Chiller Alternate #C1 (C1)	Chiller Alternate #C2 (C2)	Chiller Alternate #C3 (C3)	Recommendation (BBB+BD+CBB+CD)	Recommendation + Potential Change Orders (BBB+BD+CBB+CD+B1+C3)
Habergerger, Inc	\$ 68,450.00	\$ -	\$ 23,884.00	\$ 64,450.00	\$ -	\$ 132,000.00	\$ 120,570.00	\$ 33,068.00	\$ 132,900.00	\$ 189,852.00
GRP Wegman Co	\$ 75,636.00	\$ -	\$ 11,080.00	\$ 78,753.00	\$ (3,480.00)	\$ 43,704.00	\$ (1,000.00)	\$ 15,197.00	\$ 150,909.00	\$ 177,186.00
Corrigan Co	\$ 93,035.00	\$ -	\$ 18,702.00	\$ 103,745.00	\$ (8,600.00)	\$ 86,883.00	\$ (2,760.00)	\$ 37,486.00	\$ 188,180.00	\$ 244,368.00
DEKA Service <sup>1</sup>	\$ 54,271.00	\$ (880.00)	\$ 10,794.00	\$ 52,837.00	\$ (3,410.00)	\$ 51,800.00	\$ 47,756.00	\$ 26,053.00	\$ 102,818.00	\$ 139,665.00
Integrated Facility Services, Inc <sup>1</sup>	\$ 70,450.00	\$ (100.00)	\$ 12,500.00	\$ 71,875.00	\$ (100.00)	\$ 60,875.00	\$ 55,875.00	\$ 28,000.00	\$ 142,125.00	\$ 182,625.00
Nooter Construction <sup>1</sup>	\$ 91,153.00	\$ (2,700.00)	\$ 25,467.00	\$ 74,935.00	\$ (3,000.00)	\$ 69,310.00	\$ (3,843.00)	\$ 66,591.00	\$ 160,388.00	\$ 252,446.00

Opened by: John Wulf Recorded by: Tom O'Mara

Notes:  
1) Bidder clarified bid.

**BILL NO. 6796**

**ORDINANCE NO.**

**AN ORDINANCE APPROVING A CONTRACT WITH HABERBERGER INC FOR THE 10 N. BEMISTON BOILER AND CHILLER REPLACEMENTS**

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**WHEREAS**, the City desires to replace a boiler and chiller and associated appurtenances at the 10 N Bemiston Avenue facility; and

**WHEREAS**, upon request and advertisement for bids, Haberberger Inc was found to be the lowest, responsive, responsible bidder for the 10 N Bemiston Boiler and Chiller Replacements project;

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

Section 1. The Board of Aldermen approves on behalf of the City a contract with Haberberger Inc for equipment and construction/installation services in substantial conformity with the terms shown on Exhibit A attached hereto and incorporated herein by this reference as if set out here in full, and change orders approved by the Director of Public Works in a cumulative amount not to exceed \$64,000.00, 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 both from and after its passage by the Board of Aldermen.

Passed this 28<sup>th</sup> day of April, 2020.

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Mayor

ATTEST:

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City Clerk

**INSTRUCTIONS FOR EXECUTING CONTRACT**

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the Owner shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ secretary of the corporation named as Contractor herein above, that \_\_\_\_\_ who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the Contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such Contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

## **CITY-CONTRACTOR AGREEMENT**

This Agreement is made and entered into the \_\_ day of April 28, 2020, by and between the City of Clayton, Missouri (hereinafter the "City") and \_\_\_\_\_, a Corporation with offices at \_\_\_\_\_, (hereinafter the "Contractor"). The project shall be identified as **10 N Bemiston Boiler and Chiller Replacements**, Project No.: **2020.PW.40.42.411**

### **WITNESSETH:**

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

#### **ARTICLE I - The Contract Documents**

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

#### **ARTICLE II - Scope of Work**

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

**ARTICLE III - Time of Completion**

All time limits stated in the Contract Documents are of the essence. The Work to be performed under this Contract shall commence within ten (10) days of the date of the written Notice to Proceed from the City to the Contractor and shall be completed within **Ninety (90)** consecutive calendar days from and including the date of said written Notice to Proceed.

**ARTICLE IV - The Contract Sum and Payments**

Based upon Applications for Payment and an Invoice duly delivered by the Contractor to the City by the twentieth day of the month for work performed, in accordance with the Contract, the City shall pay the Contractor for the performance of the Work, the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) as follows:

- (a) On or about the tenth day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth of the preceding month, less the aggregate of all previous progress payments;
- (b) Within thirty (30) days of substantial completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and
- (c) Final payment within thirty (30) days after the Work is certified by the City as fully completed and accepted by the City including any required documentation.
- (d) The foregoing schedule shall not apply if contrary to federal funding requirements or unless funds from a state grant are not timely received.
- (e) Estimates of work performed and materials delivered shall be finally determined by the City.

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

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

**ARTICLE V - Performance of the Work**

(a) Within fourteen (14) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a **Construction Schedule** for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction on a level by level basis. No work will commence until the Contractor's Schedule is submitted and approved by the City.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of this Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of **\$500.00** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

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

overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

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

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

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

(c) Weather shall not constitute a cause for granting an extension of time.

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

**ARTICLE VII - Changes in the Work**

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

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

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

**ARTICLE VIII - Termination**

(a) If the Contractor is adjudged insolvent or bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other

right or remedy, by giving written notice to the Contractor, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

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

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

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

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

#### **ARTICLE IX - Contractor's Insurance**

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

**ARTICLE X - Indemnities**

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

(b) **Professional Liability**: Contractor indemnifies and holds the City harmless for all third-party claims or suits for damages, including consequential or economic damages, to the extent caused by the negligent acts, errors or omissions of the Contractor, its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in performing professional services under this Agreement. These obligations include all judgments or awards recovered from the claims or suits, including court costs and attorney fees.

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

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

**ARTICLE XI - Insurance**

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

1. Workers' Compensation Insurance in full compliance with workers' compensation laws of the State of Missouri together with Employer's Liability Coverage with minimum limits of liability in the amount of \$2,900,000.00 for each accident and each disease.

2. Commercial Automobile Liability Insurance under Form CA 00 01, covering all owned hired, and non-owned vehicles, with minimum combined single limits of liability of \$2,900,000 for each accident.

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

General Aggregate .....	\$2,900,000.00
Products/completed operations aggregate .....	\$2,900,000.00
Personal and advertising injury .....	\$2,900,000.00
Each occurrence .....	\$2,900,000.00
Fire damage legal liability .....	\$2,900,000.00
Medical expenses .....	\$ 5,000.00

(b) The Commercial General Liability and the Commercial Automobile Liability Insurance coverages and their respective limits set forth in Section (a) of this Article are being explicitly required and obtained to insure the indemnity obligations set forth in Section (a) of Article X to meet the requirements of 434.100.2(8) R.S.Mo. The parties further acknowledge that the cost of these insurance coverages is

included in the Contract Price and that the limits and coverages afforded by them is the Contractor's total aggregate liability under the indemnity obligations set forth in Section (a) of Article X.

(c) Contractor's Commercial Automobile Liability, Commercial General Liability, and Professional Liability policies – and any excess policies necessary to meet the required limits – will include contractual liability coverage. The City of Clayton, its officers, boards, board members, commissions, commissioners, agents, and employees will be named as an additional insured on the Contractor's Commercial General Liability policy by using ISO Additional Insured Endorsement (Form B), CG 20 10 11 85. The Commercial General Liability, Commercial Automobile Liability and required excess policies will include a severability or cross-liability clause and such insurance will be endorsed to make such insurance primary with respect to any applicable insurance maintained by the City.

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

(e) Contractor will furnish an insurance certificate to Owner evidencing that it has met the insurance requirements of this Article, including attaching the requisite additional insured, primary and alternate employer endorsements. These documents must be provided before beginning the Work and upon each renewal of the coverage during the performance of the Work. The certificate will provide that thirty-days written notice will be given to City before any policy is canceled. Contractor will give written notice to City as soon as it receives written notice of cancellation from any of its insurance carriers. The certificate of insurance must clearly designate the name of the Project.

**ARTICLE XII - The Work**

The Scope of Work consists of the replacing a boiler and chiller and associated appurtances at the City of Clayton 10 N Bemiston Avenue facility.

**ARTICLE XIII - Notices**

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

City of Clayton  
Attention: Public Works Department  
10 N. Bemiston Avenue  
Clayton, Missouri 63105

or to Contractor at:

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City Manager  
10 N. Bemiston Avenue  
Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN

**FROM:** DAVID GIPSON, CITY MANAGER (DG)  
SUSAN M. ISTENES, AICP, DIRECTOR, PLANNING & DEV. SERVICES

**DATE:** APRIL 28, 2020

**SUBJECT:** ORDINANCE – AMENDING ORDINANCE NO. 6648 RELATING TO PLATTING REQUIREMENT FOR THE FORSYTH POINTE PLANNED UNIT DEVELOPMENT

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Planned Unit Developments are intended to promote coordinated and unified development of sites in the City through single-phase, consolidated projects which offer significant public benefits and reflect innovative use of land. The previously approved Forsyth Pointe project will span two separately owned lots and consist of two mixed use towers sharing a single parking structure. US Capital and Commerce Bank have a substantial and continuing interest in the project and therefore the site is being developed as a single, unified project, thereby satisfying the common control and unified development goals of the City's Planned Unit Development regulations.

Ordinance No. 6648 adopted on March 24, 2020 required the submission of a lot consolidation plat prior to the issuance of a building permit for the project. It is staff's opinion that the nature of the approved Forsyth Pointe plan and project satisfy the public policy interest which would be served by consolidating the subject property into a single lot and makes the requirement unnecessary. In addition, staff believes that this proposed change to Ordinance No. 6648 does not modify any of the project characteristics affecting the criteria for PUD rezoning and plan approval. Furthermore, staff suggests that the recommended change is not a substantive change as it does not affect any of the public discussion undertaken on March 24, 2020 or discussions prior.

Staff does recommend that prior to the issuance of any occupancy permit for the project that the owners file documentation to be approved by the Director of Planning and Development Services which give reasonable assurance that the project will be operated and maintained in a unified and coordinated manner in accordance with all applicable City requirements.

**Recommendation:** To approve the attached ordinance.

BILL NO. 6797

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 6648 RELATING TO PLATTING REQUIREMENTS FOR THE FORSYTH POINTE PLANNED UNIT DEVELOPMENT

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**WHEREAS**, Section 405.1370(I) of the Clayton City Code authorizes the Board of Aldermen to modify “any provisions of the Clayton Zoning Regulations” in approving a Plan Unit Development; and

**WHEREAS**, the Board of Aldermen finds that the overarching character of the land use regulatory scheme evident in the City’s Planned Unit Development Ordinance is to promote coordinated and unified development of sites in the City through single-phase, consolidated projects which offer significant public benefits and reflect innovative use of land; and

**WHEREAS**, the Board of Aldermen further finds that the Forsyth Pointe project, while it is intended to span ground apportioned among separate cooperating owners, consists of two mixed use towers sharing a single parking structure in which each property owner necessarily has a substantial and continuing interest and is being developed as a single, unified project, thereby satisfying the common control and unified development goals of the City’s Planned Unit Development regulations; and

**WHEREAS**, the Board of Aldermen also finds and declares that the nature of the approved Forsyth Pointe plan and project and the circumstances noted here satisfy any public policy interests which would be served by consolidating the subject property into a single lot and renders that requirement unnecessary; and

**WHEREAS**, the Board of Aldermen also determines and declares that this revision to Ordinance 6648 does not modify any of the project characteristics affecting the criteria for PUD rezoning and plan approval as specified in Sections 405.1410 and 405.1420 of the Clayton City Code and does not affect the matters considered by the Plan Commission or at issue in the public engagement undertaken prior to the Board’s adoption of Ordinance No. 6648 just two Board meetings ago and, therefore, is not in any respect a substantive change in the legislation and does not warrant additional Plan Commission and public engagement procedures;

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

**Section 1.** Ordinance No. 6648 adopted by the Board of Aldermen on March 24, 2020, regarding approval of the Forsyth Pointe Planned Unit Development is hereby amended by amending Exhibit C as referenced in Section 4 of Ordinance No. 6648 as follows: item #1 of subsection 3 of Section E of Exhibit C, which required submission of a lot consolidation plat prior to issuance of a building permit for the approved project, is hereby repealed.

**Section 2.** Prior to issuance of any occupancy permit for the Forsyth Pointe development the owners must file with the St. Louis County Recorder's office such declarations, indentures, real estate title constraints, or other documentation approved by the Director of Planning and Development Services, which the Director believes will give reasonable assurance that the approved project will be operated and maintained in a unified and coordinated way in accord with all applicable City requirements.

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

Adopted this 28<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



City Manager  
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Clayton, MO 63105

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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER (DG)  
MARK R. SMITH, CHIEF OF POLICE  
**DATE:** APRIL 5, 2017  
**SUBJECT:** RESOLUTION – APPROVING SUBMITTAL OF A HAZARDOUS MOVING VIOLATION ENFORCEMENT GRANT APPLICATION

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Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 52 percent of fatalities and 45 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Thirty-six percent of all Missouri fatalities over the last five years were speed-related.

The reduction of traffic crashes on the roadways within the City of Clayton is a priority for the Clayton Police Department. The City of Clayton is a densely populated urban area. It has a network of bike lanes and pedestrian walkways which are attached to major roadways. The risk of personal injury is greater when pedestrian and cyclist traffic is mixed with vehicular traffic. The result is an increase in traffic complaints, congestion and collisions. Any collision involving a motor vehicle with a pedestrian or cyclist has substantially greater potential for serious physical injury or death of involved parties. The most frequently occurring contributing circumstances are hazardous moving violations.

An increased enforcement of hazardous moving violations in the area where there is high pedestrian and pedal cyclist traffic could decrease the number of accidents involving pedestrians and pedal cyclists.

A portion of Interstate I-170 passes through the City of Clayton. According to MoDOT's 2018 St. Louis District Traffic Volume and Commercial Vehicle Count Map (most recent data), the City of Clayton's portion of I-170 accommodates approximately 108,581 vehicles a day. Interstate 170 has approximately 19% of all crashes investigated by the Clayton Police Department. It is common to have secondary and tertiary crashes due to the congestion caused by the primary crash. The interstate, as well as city streets, need hazardous moving violations monitored and enforced to reduce the potential for injury crashes.

The Clayton Police Department intends to seek a MoDOT grant to assist the Department to address the issue of aggressive driving in a multifaceted approach.

1. Additional deployment of commissioned Clayton police officers to patrol for hazardous moving violations. The officers will be brought in on their days off and paid overtime to address solely the problems related to this safety plan. Officers will also conduct patrol and traffic enforcement targeting drivers that commit hazardous moving violations, focusing on the top contributing circumstances.
2. Provide a quick response to vehicle crashes. The presence of emergency vehicles at a crash on a major roadway not only will help protect the victims of the original crash but help prevent the occurrence of secondary crashes due to traffic congestion. A prompt response from arriving police officers, as well as having a coordinated traffic control plan once on scene, can reduce traffic crashes.
3. Directly address issue of speed. Clayton *Police Officers will use RADAR devices to detect speeders.*

**Recommendation:** To approve the resolution authorizing submittal of the grant application.

**RESOLUTION NO. 2020-06**

**SUBMITTAL OF A HAZARDOUS MOVING VIOLATION ENFORCEMENT GRANT APPLICATION**

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**WHEREAS**, the City of Clayton Board of Aldermen deems it desirable to engage in a Hazardous Moving Violation Enforcement Program, specifically targeting Aggressive Drivers

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, THAT:**

1. A grant application will be prepared and submitted to the Traffic and Highway Safety Division of the Missouri Department of Transportation, MoDOT, for a 2020-2021 Hazardous Moving Violation Enforcement Grant.
2. The Board of Aldermen hereby authorizes appropriate officials to sign and execute the necessary documents to submit the grant application, and if the grant is awarded, to sign the project agreement, and subsequent amendments and other necessary documents between the City of Clayton and the Missouri Department of Transportation, Traffic and Highway Safety Division.

Adopted this 28<sup>th</sup> day of April 2020.

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Mayor

ATTEST:

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City Clerk



City Manager  
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## REQUEST FOR BOARD ACTION

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**TO:** MAYOR HARRIS; BOARD OF ALDERMEN  
**FROM:** DAVID GIPSON, CITY MANAGER (DG)  
MARK SMITH, CHIEF OF POLICE  
**DATE:** APRIL 28, 2020  
**SUBJECT:** RESOLUTION – APPROVING SUBMITTAL OF A DRIVING WHILE INTOXICATED ENFORCEMENT GRANT APPLICATION

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Substance-impaired drivers contributed to 24.2 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 80.4 percent of substance-impaired driving fatalities. Nine percent of the children less than 15 years of age, who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

The Clayton Police Department is currently ranked #39 among cities in the State of Missouri for drinking involved crashes for 2016-2018. In the City of Clayton Drinking Involved Crashes result in an injury to at least one person 26% of the time. The City of Clayton is ranked #16 in the State for Disabling Injury in drinking related crashes.

Geographically the City of Clayton has most of its bars and restaurants concentrated in an area the city calls it's "Central Business District". The Central Business District is a popular destination for citizens due to its ease of walk ability from restaurant to restaurant. The potential of serious physical injury resulting from drinking involved crashes is amplified by the presence of pedestrians on or near the roadways.

The Clayton Police Department is aggressive in its prevention of drinking involved crashes. The Clayton Police Department made 183 DWI arrests during the reporting period of 2017-2019. During the last 12 months (1/2019-12/2019) the Clayton Police Department made 62 DWI arrests.

The Clayton Police Department intends to seek a MoDOT grant to assist the Department in addressing the issue of driving while intoxicated in a multifaceted approach.

1. Participation in the National Impaired Driving Crackdown Campaign.

2. Participation in the quarterly impaired driving enforcement campaigns
3. Develop and implement a high visibility DWI enforcement plan involving saturation patrols with the specific objective to stop and/or apprehend impaired drivers before they cause a crash and injury (ies)/death(s).

**Recommendation:** To approve the resolution authorizing submittal of the grant application.

**RESOLUTION NO. 2020-07**

**SUBMITTAL OF A DRIVING WHILE INTOXICATED ENFORCEMENT GRANT APPLICATION**

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**WHEREAS**, the City of Clayton Board of Aldermen deems it desirable to engage in a Driving While Intoxicated Enforcement Program

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF CLAYTON, MISSOURI, THAT:**

1. A grant application will be prepared and submitted to the Traffic and Highway Safety Division of the Missouri Department of Transportation, MoDOT, for a 2020-2021 Driving While Intoxicated Enforcement Grant.
2. The Board of Aldermen hereby authorizes appropriate officials to sign and execute the necessary documents to submit the grant application, and if the grant is awarded, to sign the project agreement, and subsequent amendments and other necessary documents between the City of Clayton and the Missouri Department of Transportation, Traffic and Highway Safety Division.

Adopted this 28<sup>th</sup> day of April 2020.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk