

PUBLIC NOTICE

CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI
EMERGENCY SPECIAL MEETING
OF THE BOARD OF ALDERPERSONS
VIA VIDEO/TELECONFERENCE
MONDAY, MAY 24, 2021
8:00A.M.

Notice is hereby given that the City of Bellefontaine Neighbors (“City”) will hold an Emergency Special Board of Alderpersons meeting on Monday, May 24, 2021, 8:00 a.m. via video/teleconference.

In view of the COVID-19 pandemic, and the Federal, State, County, and City Emergency Declarations, and in accordance with the provisions of Sec. 610.020, RSMo., the City acknowledges that it would be dangerous and impractical, if not impossible, for this meeting to be physically accessible to the public. The City 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 the need for both continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Alderpersons will not be open to public attendance in person. **THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN REAL TIME ONLY BY A VIDEO/TELEPHONE CONFERENCE CALL VIA ZOOM. THE INSTRUCTIONS TO JOIN ARE BELOW:**

To Join the meeting by via website:

- (1) Go to Zoom at <https://zoom.us>**
- (2) Select Join a Meeting**
- (3) Enter Meeting ID: 825 620 8214**
- (4) Enter Password: 4i85eK**

To Join the meeting by phone call (audio):

- (1) Call 1 312 626 6799 US (Chicago)**
1 646 558 8656 US (New York)
- (2) Enter Meeting ID: 825 620 8214**
- (3) When prompted, enter the Pass Code 452739**

THE AGENDA FOR THIS BOARD MEETING IS SET FORTH HEREIN.

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

POSTED: MAY 21, 2021 @3:00 P.M.
BY: CITY CLERK

**EMERGENCY SPECIAL BOA MEETING
MONDAY – MAY 24, 2021 – 8:00 A.M.**

**BELLEFONTAINE NEIGHBORS BOARD OF ALDERPERSONS
WILL CONVENE FOR THE ABOVE REFERENCED MEETING
VIA ZOOM.**

**THIS EMERGENCY SPECIAL MEETING IS CALLED TO APPROVE CUP FOR S & J AUTO SALES
AND MOU FOR INFLUENCE CHURCH**

AGENDA

- I. CALL MEETING TO ORDER**
- II. ROLL CALL**
- III. APPROVAL OF AGENDA**
- IV. NEW BUSINESS**
 - A. BILL NO 2609, AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT FOR S & J ONLINE AUTO SALES TO OPERATE AN ONLINE AUTO SALES BUSINESS – ALDERWOMAN DAILES**
 - B. BILL NO 2610, AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH INFLUENCE CHURCH FOR THE FOOD PROGRAM – ALDERWOMAN DAILES**
- V. ADJOURNMENT**

THIS AGENDA WITH PUBLIC NOTICE OF THE BOARD OF ALDERPERSON'S EMERGENCY SPECIAL MEETING ON MAY 24, 2021 WAS POSTED ON MAY 21, 2021 AT 3:00 P.M. IN BELLEFONTAINE NEIGHBORS CITY HALL (FRONT DOOR) AND ON THE CITY'S WEBPAGE AT www.cityofbn.com. FOR A COPY, CONTACT THE CITY CLERK'S OFFICE.

Copies of this notice may be obtained by contacting:

Fran Stevens, City Clerk
City of Bellefontaine Neighbors
9641 Bellefontaine Road
St. Louis, MO 63137
(314) 867-0076

INTRODUCED BY ALDERPERSON DAILES

BILL NO. 2609

ORDINANCE NO. _____

AN ORDINANCE APPROVING A CONDITIONAL USE PERMIT TO ROSEMARY WHITEHEAD, SHANNON JAMES, AND JARED SYKES D/B/A S&J ONLINE AUTO SALES, LLC TO OPERATE AN ONLINE AUTO SALES BUSINESS AT 1000 ST. CYR ROAD

WHEREAS, the Zoning Code Of Bellefontaine Neighbors provides that the Board of Alderpersons may, by a conditional use permit issued under the provisions of Section 29.94 et seq., authorize the use of property in any zoning district for “online auto sales facility”; and

WHEREAS, Rosemary Whitehead, Shannon James and Jared Sykes doing business as S&J Online Auto Sales, LLC (the “Applicant”) have requested that the property at 1000 St. Cyr Road be allowed to be used as an on-line auto sales business; and

WHEREAS, the application was referred to the City Planning & Zoning Commission, which studied the application and the recommendation of city staff and recommended approval of the application subject to certain conditions; and

WHEREAS, the Board of Alderpersons gave due notice and held a public hearing on the application at City Hall, on Thursday, March 18, 2021 at 7:30 P.M., when the Board heard and considered comments and suggestions by those present; and

WHEREAS, the Board of Alderpersons has determined, in accordance with the provisions of Section 29.95(2) of the Zoning Code that the granting of a conditional use permit will:

- a. Comply with all provisions of the applicable district regulations.
- b. The proposed conditional use at the specified location will contribute to and promote the welfare or convenience of the public.
- c. The proposed conditional use will not have a deleterious impact on the value of other property in the neighborhood in which it is to be located.
- d. The location and size of the conditional use, the nature and intensity of the operation involved in or conducted in connection with it, and the location of the site with respect to streets giving access to it are such that the conditional use will not dominate the immediate neighborhood so as to prevent development and use of neighboring property in accordance with the applicable zoning district regulations. In determining whether the conditional use will so dominate the immediate neighborhood, consideration shall be given to:
 1. The location, nature and height of buildings, structures, walls, lighting and fences on the site; and
 2. The nature and extent of proposed landscaping and screening on the site.

- e. Off-street parking and loading areas are provided in accordance with the standards set forth in these regulations.
- f. Adequate utility, drainage, and other such necessary facilities are provided.
- g. The proposed conditional use is consistent with good planning practice; can be operated in a manner that is not detrimental to permitted developments and uses in the district; can be developed and operated in a manner that is visually compatible with permitted uses in the surrounding area; and is deemed essential or desirable to preserve and promote the public health, safety, and general welfare of the City of Bellefontaine Neighbors.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:

Section 1. The Board of Alderpersons hereby approves a Conditional Use Permit (“CUP”) to Applicant to operate an online auto sales business at 1000 St. Cyr Road, subject to the following conditions:

1. All provisions of the City Code shall apply except where modified in this CUP Ordinance.
2. Auto sales shall be made by appointment only.
3. No more than three (3) cars shall be for sale on the premises at any one time. There will be spaces designated for Online Auto Sales and each designated space will have a sign. Customers shall be scheduled by appointment during Applicant’s normal business hours to conduct business.
4. The business will have office hours Tuesday through Friday from 2:00 p.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 3:00 p.m. It will be closed on Sundays and Mondays.
5. No automotive repair, service or preparation shall be performed at the location.
6. Signage required by other authorities having jurisdiction (State of Missouri) shall be minimal in size. Emphasis will remain on the businesses already operating at the site.
7. Any e-mail address used for the business shall be worded in a way as to not give away the physical address to avoid interested parties visiting the site after hours or on weekends. For example, e-mail addresses such as autosales@sunvalleyadultcare.org or [S&J Online@1000stcyrroad.com](mailto:S&JOnline@1000stcyrroad.com) should not be used.
8. This conditional use permit shall be personal to the Applicant, shall not run with the land and shall not be transferred without the appropriate approval from the Board of Alderpersons.

Section 2. This ordinance shall not be printed in the Code of Bellefontaine Neighbors.

Section 3. This ordinance shall take effect and be in force from and after its passage and approval as provided by law.

PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS _____ DAY OF MAY, 2021.

Presiding Officer

APPROVED THIS _____ DAY OF MAY, 2021.

Tommie Pierson Sr., Mayor

Attest:

Fran Stevens, City Clerk

INTRODUCED BY ALDERPERSON DAILES

BILL NO. 2610

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH INFLUENCE CHURCH FOR THE FOOD PROGRAM

BE IT ORDAINED BY THE BOARD OF ALDERPERSONS OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Alderpersons hereby approves, and authorizes the Mayor to execute, on behalf of the City of Bellefontaine Neighbors, a Memorandum of Understanding (the "MOU") with Influence Church to utilize the City's Recreation Center Parking Lot to provide adequate and appropriate meals for distribution, which MOU shall be in substantially the form attached hereto as **Exhibit A**, with such reasonable changes therein that are consistent with the intent and purposes hereof and as approved by the Mayor and the City Attorney.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval by the Mayor.

PASSED BY THE BOARD OF ALDERPERSONS FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS _____ DAY OF _____, 2021.

Presiding Officer

Attest:

Fran Stevens, City Clerk

APPROVED THIS _____ DAY OF _____, 2021.

Tommie L. Pierson, Sr., Mayor

Attest:

Fran Stevens, City Clerk

Exhibit A

Memorandum of Understanding for Food Program Project
(City's standard contract to be attached)

Memorandum of Understanding

This Memorandum of Understanding (the "Memorandum") is made on this ____ day of _____, 2021 by and between Influence Church and Bellefontaine Neighbors, Missouri (the "City") for the purpose of achieving the various aims and objectives relating to the Food Program ("the Project").

WHEREAS Influence Church and the City desire to enter into an agreement in which Influence Church and the City will work together to carry out the objectives of the Project;

WHEREAS Influence Church and the City desire to enter into a Memorandum of Understanding between them, setting out the working arrangements that each agree are necessary to complete the Project;

Purpose

The purpose of this Memorandum is to provide the framework for any future collaboration between Influence Church and the City regarding the Project.

Obligation of the Parties

The Parties acknowledge that no contractual relationship is created between them by this Memorandum but agree to work together in the true spirit of partnership and collaboration to ensure that there is a united visible and responsible leadership for the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

Cooperation

The activities and services for the Project shall include, but are not limited to:

a. Services to be provided by Influence Church include the following:

Influence Church is willing to provide adequate and appropriate meals for distribution at multiple sites within the St. Louis area. Influence Church will be responsible for all planning, purchasing, and preparation of the meals; shall ensure all individuals involved with meal service distribution are trained and documented on the training log; and include a menu for each meal served. Influence Church will ensure that milk is on site for all distributions.

b. Services to be provided by Bellefontaine Neighbors include:

Bellefontaine Neighbors will provide the use of its Recreation Center and parking lot ("Parking Lot") for weekly distribution of meals prepared and

EXHIBIT A

provided by Influence Church. The City will be responsible for maintaining the Parking Lot free of debris, snow, ice, or anything that will impede the safety of the adults, children, volunteers, and staff of the Food Program of the Project. The City is responsible for the maintenance of the Parking Lot, including trash clean-up, weed abatement, parking enforcement, parking violators/violations, fencing, and signage. The City will be responsible for the Parking Lot surface care and parking lot space striping.

Resources

Influence Church will endeavor to secure any financing necessary to fulfill its financial obligations before the Project commences.

- a. Influence Church agrees to provide the following financial, material and labor resources to the Project:

Influence Church will contribute all financing needed for training of staff, purchasing, preparation, and transportation of all meals for distribution. Influence Church will also be responsible for paying and training all staff associated with the preparation and delivery of meals to the sites.

- b. The City hereby agrees to provide the following financial, material and labor resources in respect to the Project:

The City will be responsible for paying any staff that it deems necessary for the Project. The City will also be responsible for its marketing or media to promote the Project.

- c. Influence Church will pay the City \$3,000.00 by the 30th of each month for the previous month's operations.

Communication Strategy

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project and only undertaken with the express agreement and consent of both Parties. Although both Parties will maintain confidentiality, a spirit of open and transparent communication should be the goal.

Insurance

Influence Church shall maintain professional liability and general liability insurance coverage, and shall carry workers' compensation insurance on all employees. Influence Church shall name the City as an additional insured and provide acceptable evidence of same to the City prior to commencing its obligations under this MOU.

Influence Church agrees to execute the Hold Harmless Agreement attached hereto as Attachment 1 and to secure and maintain the insurance set forth in the Hold Harmless Agreement.

Release and Discharge

Influence Church agrees to release and to forever discharge the City, its mayor, board of alderpersons, directors, officers, employees, agents, attorneys, successors and assigns from any and all matters, claims, demands, damages, causes of action, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, foreseen or unforeseen, known or unknown, which have arisen or may arise as a result of this activity. It is mutually understood and agreed that each Party is an independent contractor with respect to the other Party, and are collaborating with each other solely for the purpose of carrying out the terms and conditions of this MOU. Nothing in this MOU shall constitute or be considered a waiver of the City's sovereign immunity, official immunity or any other immunity available under law.

Dispute Resolution

In the event of a dispute arises between the City or Influence Church, relating to this Project, the Parties agree to engage in dispute resolution. The dispute resolution group will consist of the Chief Executives of each Party, together with one other person independent of the Parties appointed jointly by the Chief Executives. The dispute resolution group may request any non-confidential information it deems relevant to the dispute. The Parties agree that a decision of the dispute resolution group will be final. In the event the dispute resolution group is unable to reach a final decision, it is understood that neither Party is obligated to proceed with the Project.

Term

The term of this Memorandum shall be from April 1, 2021 until September 30, 2021. The term can be extended only by mutual agreement of the Parties.

Notice

Any notice or communication required or permitted under this Memorandum shall be delivered in person or by certified mail, return receipt requested to the following representatives:

City of Bellefontaine Neighbors
9641 Bellefontaine Road
Bellefontaine Neighbors, Missouri 63137
Attn: Mayor Tommie Pierson

Influence Church
Address:
Attn: Darnell West

Governing Law

This Memorandum shall be governed by the laws of the State of Missouri.

Assignment

Neither Party may assign or transfer the responsibilities/obligations under this MOU without the prior written consent of the non-assigning Party, which approval shall not be unreasonably withheld.

Amendment

This Memorandum may be amended or supplemented in writing, signed by both Parties to this Memorandum.

Severability

If any provision of this Memorandum is found to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds any provision of this Memorandum is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so, limited.

Prior Memorandum Superseded

This Memorandum constitutes the entire agreement between the parties relating to the Project and supersedes all prior or simultaneous representations, discussions, negotiations, and memoranda, whether written or oral.

Understanding

It is mutually agreed upon and understood by the Parties to this Memorandum that:

- a. Each Party will work together in a coordinated fashion with the other Party to fulfill the goals of the Project.
- b. This Memorandum restricts the Parties from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each Party will participate in the development of the Project.
- d. Nothing in this Memorandum shall obligate any Party to transfer of funds. Any request for reimbursement or contribution of funds between the Parties to this Memorandum will be handled in accordance with applicable laws, regulations, and procedures. Any such obligations will be outlined in a separate written agreement authorized by the Parties governing body. This Memorandum does not provide such authority.

- e. This Memorandum is not intended to and does not create any right or benefit for anyone.
- f. This Memorandum shall be effective upon full execution by both Parties.
- g. Either Party may terminate its participation in this Memorandum by providing a 30-day written notice to the other Party. The City may terminate its participation in this Memorandum in the event of non-appropriation.

The following Parties support the goals and objectives of the Food Program Project:

Signatories

This Agreement shall be signed on behalf of Influence Church by Darnell West, Senior Pastor, and on behalf of Bellefontaine Neighbors by Alease Dailes. This Agreement shall be effective as of the date first written above.

Influence Church

City of Bellefontaine Neighbors, Missouri

 By: Darnell West
 Its:

 By: Tommie Pierson
 Its: Mayor

Date: _____

Date: _____

City of Bellefontaine Neighbors, Missouri
Hold Harmless for Use of City Facilities

1. To the fullest extent permitted by law, Influence Church agrees to indemnify, defend and hold harmless the City of Bellefontaine Neighbors (the "City"), its officers, agents, volunteers, lessees, invitees, and employees from and against all suits, claims, damages, losses, and expenses, including but not limited to attorneys' fees, court costs, or alternative dispute resolution costs arising out of, or related to Influence Church's use of the City's Recreation Center Parking Lot under this agreement involving illness, sickness or the contracting of a contagion or an injury to a person or persons, whether bodily injury or other personal injury (including death), or involving an injury or damage to property (including loss of use or diminution in value), but only to the extent that such suits, claims, damages, losses or expenses are caused by the negligence or other wrongdoing of Influence Church, its officers, agents and volunteers, or anyone directly or indirectly employed or hired by or anyone for whose acts regarding Influence Church may be liable, regardless of whether caused in part by the negligence or wrongdoing of the City and any of its agents or employees.

2. Influence Church shall purchase and maintain the following insurance:

Commercial General Liability Insurance with a minimum limit of \$1,000,000 each occurrence/\$3,000,000 general aggregate written on an occurrence basis.

Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by Influence Church with a combined single limit of \$1,000,000 minimum.

Workers Compensation insurance with statutorily limits required by any applicable Federal or State law and Employers Liability insurance with minimum limit of \$1,000,000 per accident.

3. All policies of insurance must be on a primary basis, non-contributory with any other insurance and/or self-insurance carried by the City.

4. Prior to activities commencing, shall furnish the City with certificates of insurance evidencing the required coverage, conditions, and limits required by this agreement, have the City named as an additional insured and provide the appropriate additional insured endorsements.

5. No provision of this agreement shall constitute a waiver of the City's right to assert a defense based on the doctrines of sovereign immunity, official immunity or any other immunity available under law.

ATTACHMENT 1

6. If Influence Church maintains higher limits than the minimums required, the City requires and shall be entitled to coverage for the higher limits maintained by Influence Church.

7. Insurance required by this contract and supported by the additional insured endorsement shall be as broad as necessary to support the hold harmless requirement in said contract or as broad as the sponsors insurance coverage, whichever is broader.

WITNESSETH:

The City of Bellefontaine Neighbors

Influence Church

By: _____

By: _____

Tommie Pierson, Sr.

Its: Mayor

Its: _____

Date _____

Date _____