

AN ORDINANCE AUTHORIZING AND GRANTING A PERMANENT SPECIAL LAND USE PERMIT FOR A HOTEL AT 7133 DOUGLAS PALMER PLACE, TO JAY AMBE HOSPITALITY MO, LLC D/B/A COMFORT INN AND PROVIDING FOR THE REGULATION OF SUCH USAGE

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WHEREAS, Jay Ambe Hospitality MO, LLC d/b/a Comfort Inn is the owner of 7133 Douglas Palmer Place in the City of Hazelwood, Missouri, and has applied to such City for the issuance of a Special Land Use Permit for a hotel for the operation of Comfort Inn; and

WHEREAS, Due notice of the time, place and purpose of a public hearing on this application was published in two (2) consecutive issues of a newspaper of general circulation in the City, the first notice was published at least fifteen (15) days prior to the date of the hearing, and similar notices were prominently posted at least fifteen (15) days prior to the hearing on the subject property and on all City bulletin boards; and at least fifteen (15) days prior to the hearing by the Council, written notices of said hearing were mailed to the last known places of abode of the owners of all property lying within an area determined by lines drawn parallel to and one hundred eighty-five (185) feet distant from the boundaries of the proposed Special Land Use Permit; and

WHEREAS, Said hearing was held by the Council of the City of Hazelwood, Missouri, on May 1, 2024 at 6:30 p.m. in the Hazelwood City Hall, and all objections and suggestions made concerning the proposed Special Land Use Permit transfer were duly heard and considered by the Council and no protest petitions were received; and

WHEREAS, The City Plan Commission recommended the Council grant this Special Land Use Permit transfer; and

WHEREAS, The Council has considered whether the proposed use:

1. is consistent with the goals, objectives and policies of the City's Comprehensive Plan,
2. is consistent with the intent and purpose of the zoning district in which it is being requested,
3. satisfies the conditions and requirements applicable to the requested Special Land Use Permit,
4. will satisfy a public necessity for the Special Land Use Permit,

5. will not be detrimental to or endanger the public health, safety, morals, comfort or general welfare,
6. will not adversely impact and be detrimental to the use and enjoyment of properties in the immediate vicinity,
7. has adequate utilities, access, parking and services,
8. will not adversely impact traffic, public utilities and facilities, property values and natural, environmental or historical features,
9. will, in all respects, conform to the applicable regulations and laws,

Further, the Council considered:

10. the existing uses and zoning of nearby property,
11. the length of time the lot has remained vacant as currently zoned considered in the context of land development adjacent to and in the vicinity of the subject property,
12. the extent to which the proposed use will create excessive stormwater runoff, air pollution, water pollution, noise pollution and other environmental harm,
13. the extent to which public facilities and services are available and adequate to meet the demand for facilities and services generated by the proposed use,
14. the preservation of significant natural and environmental features, and historical and architectural resources,
15. the recommendations of the staff of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF HAZELWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. Subject to the conditions set forth herein, a permanent Special Land Use Permit for a hotel is hereby granted to Jay Ambe Hospitality MO, LLC d/b/a Comfort Inn for the following described property:

7133 Douglas Palmer Place

SECTION 2. The use of the aforesaid premises for the aforesaid purposes is granted subject to the following conditions:

1. Register Required

- a) Each individual renting or leasing a room, accommodations or facilities of the hotel shall register and provide proof of identity.
- b) The guest registry shall be kept and maintained by recording, copying or reproducing the registry by a readily accessible means and which accurately reproduces or forms a durable medium for accurately and legibly reproducing an unaltered image or reproduction of the original. The registry shall, at minimum, contain the following information: (1) name and address of person responsible for renting of room; (2) names of all persons staying in such room; (3) number of assigned room number; (4) date that the room was first rented; (4) length of stay; (5) vehicle information for all vehicles associated with guests; and (6) all other information required by this ordinance to be kept.
- c) Owner shall provide a copy of the guest registry in electronic form to the Hazelwood Police Department and Hazelwood Code Enforcement Division for their review at least once per month. The previous month's guest registry shall be submitted to the City by the fifth day of the following month. In addition to the monthly submittal of the guest registry, the owner or manager shall provide the guest registry to any representative of the City immediately upon request.

2. Registration And Occupancy Standards

- a) The hotel shall only rent to and allow occupancy by transient guests staying less than 31 days. No person may be an occupant or tenant in the facility for more than 60 days in any six-month period. The owner shall develop and implement procedures to prevent stays for a longer period of time which shall be subject to review by the City.
- b) Occupancy Standards. Owner shall develop and implement procedures to prevent stays for a longer period of time. The following items shall be included as part of the procedure.
 - 1. Mandatory Photo Identification. Every registered occupant of every room must provide photo identification to be examined, electronically scanned, and retained by trained staff at the time of registration. In addition, as permitted by Section 315.079, RSMo., 2016, if a registered occupant is under the age of eighteen (18), the person in charge of the facility shall require a parent or guardian of said person to register.
 - 2. Mandatory License Registration. Every registered occupant's license plate shall be recorded upon registration.

3. Payment upon Registration. Unless payment in full is made at the time of registration, a valid credit card shall be required and verified upon registration. Except in facilities allowing stays longer than thirty-one (31) days, full payment shall be required upon registration.
4. Mandatory Re-Check-In. Registered occupants desiring to stay at the facility for more than seven (7) days will be required to re-register weekly and be issued new keys.
5. Occupancy Limits. Occupancy limits for each room shall be determined by the Fire Marshal and shall be displayed in each room. No person may occupy a room without being registered with hotel management as an occupant. Occupancy of any room shall not exceed that fixed by the Fire Marshal at any time.
6. Refusal To Register. As permitted by the provisions of Section 315.067, RSMo., 2016, any person in charge of the facility shall refuse or deny the use of a room, accommodations, facilities or other privileges of the hotel to any person or persons exhibiting any of the following:
 - a. An individual who is unwilling or unable to pay for the room, accommodations, facilities, or other privileges of the hotel;
 - b. An individual who reasonably appears to be visibly intoxicated, under the influence of alcohol or other drug, or acts in a disorderly manner so as to be reasonably likely to create a public nuisance;
 - c. An individual the person in charge of the facility has reason to believe or reasonably believes to be seeking to use a room, accommodations, facilities or other privileges of the hotel for an unlawful purpose;
 - d. An individual the person in charge of the facility has reason to believe or reasonably believes to be bringing in anything which may create an unreasonable danger or risk to other persons, including but not limited to explosives or the unlawful use of firearms;
 - e. An individual whose use of the room, accommodations, facilities or other privileges of the hotel would result in a violation of the maximum capacity of such room, accommodation, facility or hotel.

7. Ejection From Facility. As permitted by the provisions of Section 315.075, RSMo., 2016, the person in charge of the facility shall eject a person from the hotel and notify the appropriate local law enforcement authorities for any of the following reasons:

- a. Non-payment of charges incurred by the individual renting a room, accommodations or facilities of the hotel when the charges are due and owing;
- b. Any individual renting a room, accommodations or facilities of the hotel who is visibly intoxicated, under the influence of alcohol or other drug or acting in a disorderly manner;
- c. Any individual the person in charge of the facility has reason to believe or reasonably believes is using the premises for an unlawful purpose;
- d. An individual the person in charge of the facility has reason to believe or reasonably believes to have brought something into the hotel which may create an unreasonable danger or risk to other persons, including but not limited to unlawful use of firearms or explosives; and
- e. Any individual the person in charge of the facility has reason to believe or reasonably believes to be in violation of any Federal, State or local laws or regulations relating to the hotel.

8. Certain Registration Requirements. As permitted by the provisions of Section 315.069, RSMo., 2016, the person in charge of the facility shall require a person seeking the use of a room, accommodations, facilities or other privileges of the hotel to demonstrate his or her ability to pay for such use by cash, credit card or approved check. In addition, the person in charge of the facility shall require the parent or guardian of a person under the age of eighteen (18) to:

- a. Accept, in writing, the liability for the cost of the room, accommodations, facilities or other privileges of the hotel used by the person, and the cost of any damages to the room, furnishings in the room or other facilities of the hotel caused by the person while using the room, accommodations, facilities or other privileges of the hotel;

- b. Provide the hotel operator with one (1) of the following:
 - I. The authority to charge the amount due for the cost of the room, accommodations, facilities or other privileges of the hotel used by the person, and the cost of any damages to the room, furnishings in the room or other facilities of the hotel caused by the person while using the room, accommodations, facilities or other privileges of the hotel to a credit card used by a person under the age of eighteen (18). The granting of such authority shall be deemed a waiver of any defense based upon the age of such person which may be raised by the minor or the person authorizing the use of the credit card; or
 - II. An advance cash payment sufficient to cover the cost of the room, accommodations, facilities or other privileges of the hotel used by the person, and a reasonable amount as a deposit toward the cost of any damages to the room, furnishings in the room or other facilities of the hotel caused by the person while using the room, accommodations, facilities or other privileges of the hotel. A cash deposit for any damages required by the hotel operator shall be promptly refunded to the extent not used to cover the cost of any such damages as determined by the hotel operator following an inspection of the room, accommodations or facilities of the hotel used by the person at the end of his or her stay.

3. Parking Facilities

- a) Authorized Vehicles. Owner shall monitor vehicle traffic and parking in owner's parking lots.
- b) Owner shall provide all guests and authorized visitors with a card or placard and shall instruct all guests and authorized visitors to display such card or placard in the front window of the vehicle. Such card should have distinguishing markings to prevent easy forgeries. Owner shall track the name of the guest or authorized visitor along with the number of cards or placards provided to such guest or authorized visitor and the make and model of the authorized vehicle. Owner shall provide a log

showing such information to the City at least once a month and upon request.

- c) The following signage shall be installed:
1. A large sign indicating "Guest Parking Only/All Unauthorized Vehicles will be Towed" on each corner of each building that would be visible to guests in all directions; and
 2. Two (2) signs indicating "Guest Parking Only/All Unauthorized Vehicles will be Towed" located at the entrance/exit. Owner shall install such additional signage as appropriate to allow the towing of unauthorized vehicles.

4. Sanitation

- a) Owner shall periodically, not less than one (1) time per day, inspect and clean any litter or trash from the parking lot, swimming pool area, courtyard, walkways and other common areas used by guests of the hotel.
- b) All rooms shall be thoroughly cleaned by hotel staff at least once per week; and a record of cleanings shall be maintained for at least one (1) year.

5. Safety And Security

- a) Fire Safety:
 1. Smoke Detectors. Owner shall test all detectors at least one (1) time per month and note each inspection on a log. Such log shall be made available to the City upon request. Owner shall change the batteries in each smoke detector at least once every six (6) months; each change shall be logged in writing and submitted to the City twice per year or more frequently as requested by the City. All smoke detectors shall be replaced after ten (10) years.
 2. Fire Alarms. Owner shall conduct a fire alarm test at least once a calendar quarter. Audible and visual alarms must be seen and heard at each end of the buildings. Each fire alarm test shall be documented on a log which shall be submitted to the City following each test. Owner shall notify the Fire Marshal of such fire alarm tests so that the Fire Marshal may observe such test.
 3. Fire Extinguishers. Fire extinguishers shall be installed within seventy-five (75) feet from each unit. Fire extinguishers shall be periodically inspected to ensure that such extinguishers are functional and such inspections shall be noted on a log which

shall be submitted to the City at least twice per year or more frequently as requested by the City.

c) Security And Crime Prevention:

1. Restricted Access Technology. Electronic locking systems and secured access, via keycards, access codes, or similar secure methods (hereinafter referred to as "keys"), to all buildings and rooms shall be required so as to ensure that only authorized persons are permitted in the common areas of the building. Keys shall expire no later than seven (7) days after issuance.
2. Owner shall prevent the growth of trees, bushes and overgrown vegetation which adversely affects visibility for crime prevention purposes or which blocks exterior lighting or surveillance cameras.
3. Exterior Lighting. Owner shall install and maintain exterior lighting that is sufficient to ensure the safety of the premises and to prevent crime. All entrances are to be well lit. Owner shall maintain all exterior light fixtures so that such are functional and illuminate the area as designed. All light fixtures shall have working bulbs and clear and debris-free covers or globes.
4. Surveillance. Owner shall use surveillance cameras to monitor parking lots and common areas to ensure the safety of guests and to prevent crime. Surveillance cameras shall be monitored and recorded; recordings shall be maintained in a format reasonably accessible to law enforcement agencies for at least thirty (30) days. All cameras shall be maintained in good working order. Video from surveillance cameras shall be viewed by owner at least once per week to ensure the functionality of the system and observe any anomalies. Any necessary repairs or adjustments shall be made by owner immediately.
5. Owner shall cooperate with the City of Hazelwood or other agencies having jurisdiction in the prosecution of crimes, offenses and ordinance violations occurring on the property.
6. Staff Training Requirements. All staff members shall be specially trained to recognize potential dangers to public health and safety and circumstances which could disrupt the peace of guests and the public. All staff will take any and all steps reasonably necessary or appropriate to ensure the peace and safety of guests and the public. Registered occupants will be informed how to contact staff and urged to report any actual or potential peace and safety risks to attendants. A management representative with access to and

authority over all portions of the premises and activities on site shall be on premises at all times.

6. Inspections Required; Payment of Inspection Fees

- a) All hotels, motels and lodging places within the City of Hazelwood shall be subject to an annual inspection conducted by the City prior to renewal of any business license. The fee related to such annual inspection and any necessary re-inspection shall be paid by the licensee prior to renewal of the business license. Inspection fees shall be one hundred dollars (\$100.00) for the first inspection. There shall be no charge for the second inspection. All inspections after the second inspection shall be one hundred dollars (\$100.00) for each inspection.

SECTION 3. The Department of Public Works shall be charged with the responsibility for the enforcement of the conditions herein set forth.

SECTION 4. This Ordinance shall be in full force and effect from and after the date of its passage and adoption.

PASSED this _____ day of _____, _____ by the Council of the City of Hazelwood, Missouri.

ATTEST:

Matthew G. Robinson - Mayor
City of Hazelwood, Missouri

Julie Lowery, CMC - City Clerk
City of Hazelwood, Missouri

APPROVED AS TO FORM:

Kevin M. O'Keefe - City Attorney
City of Hazelwood, Missouri