

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
 - a. Minutes of the March 24, 2025 Board of Aldermen Meeting
- 5. Citizen Comments**
- 6. Legislation**
 - a. Bill 5017 – Mizan Pizza SUE
 - b. Bill 5018 – Midwest Petroleum SUE
 - c. Bill 5019 - Claymont Rezoning
- 7. Consent Items**
 - a. Administration - Geotechnical Services for Parks Maintenance & Public Works Facility
 - b. Public Works – Surplus Vehicle Disposal
- 8. Mayor’s Report**
- 9. City Administrator’s Report**
- 10. City Attorney’s Report**
- 11. Staff Reports**
 - a. Administration – Construction Contract for Parks Maintenance & Public Works Facility
 - b. Parks & Recreation – Vlasis Park Site Furnishings
- 12. Aldermanic Comments**
- 13. Closed Session**
 - a. Pursuant to Section 610.022 RSMo., the Board may vote to move to closed session to discuss legal and personnel matters under Section 610.021 (1) and (3).
- 14. Adjourn**

NOTE: Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

CLOSED SESSION: Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.

ADA NOTICE: Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



**BOARD OF ALDERMEN
Meeting Minutes**

MARCH 24, 2025

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

THE MINUTES ARE PREPARED IN SUMMARY TO REFLECT THE OVERALL DISCUSSIONS, NOT VERBATIM QUOTES.

The meeting was called to order by Mayor Pogue at 7:00 p.m.

ROLL CALL

Present

Absent

- Mayor Tim Pogue
- Alderman Mike Utt
- Alderman Michael Finley
- Alderman Pamela Haug
- Alderman Mark Stallmann
- Alderman Frank Fleming
- Alderman Mark Weaver

Alderman David Siegel

- Alderman Jim Lehmkuhl
- City Administrator Eric Sterman
- City Attorney Robert Jones

The Pledge of Allegiance was recited.

MINUTES

The minutes from the March 10, 2025 Board of Aldermen meeting were submitted for approval. A motion to approve as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. A voice vote was taken with unanimous affirmative result and the motion passed.

The minutes from the March 10, 2025 Board of Aldermen Closed Session meeting were submitted for approval. A motion to approve as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. A voice vote was taken with unanimous affirmative result and the motion passed.



**BOARD OF ALDERMEN
Meeting Minutes**

MARCH 24, 2025

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

CITIZEN COMMENTS

Sarah Boyer, of 100 Caybeth Drive in Ballwin, spoke to the Board of Aldermen about her running for the Rockwood School Board and wanted to remind everyone to vote.

LeeAnne Ravens, of 210 Huntleigh Drive in Ballwin, spoke to the Board of Aldermen about issues she’s having with her insurance company. Her house was damaged in a fire and subsequently torn down and now insurance won’t pay for it. City Attorney Bob Jones told her he would try and help.

LEGISLATION

Bill 5016- AN ORDINANCE SETTING THE REAL ESTATE TAX RATE OF ZERO (0%) PERCENT IN THE CITY OF BALLWIN FOR THE FISCAL PERIOD BEGINNING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5016, title only. A voice vote was taken with unanimous affirmative result and the motion passed.

Alderman Fleming read Bill 5016, title only.

Discussion:

Alderman Mark Stallmann noted this is the 38th year that Ballwin has not had any personal property taxes for residents and the City is one of only a few cities in St. Louis County where homeowners don’t pay property taxes to the City.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Michael Finley for a second reading of Bill 5016, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Mark Stallmann read Bill 5016, title only.

A roll call vote was taken for passage and approval of Bill 5016 with the following results:

Aye: Aldermen Utt, Finley, Haug, Stallmann, Fleming, Weaver, Lehmkuhl

Nay: None

Bill No. 5016 was approved and became Ordinance No. 25-06.



BOARD OF ALDERMEN Meeting Minutes

MARCH 24, 2025

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

CONSENT ITEMS

Parks & Recreation – 2025 Fitness Equipment Purchase

Staff recommends the Board approve the purchase for a Life Fitness functional trainer for \$22,264.23 from Advance Exercise and two AMTs for \$18,484 (includes credit for trade in of \$800 for the two existing AMTs) from Push Pedal Pull totaling \$40,748.23.

Discussion:

Parks & Recreation Director Chris Conway noted there are two sets of aerobic equipment being purchased.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to accept staff's recommendation. A voice vote was taken with unanimous affirmative result and the motion passed.

MAYOR'S REPORT

None.

CITY ADMINISTRATOR'S REPORT

City Administrator Eric Sterman noted the City is still working with insurance on replacing the sign that was destroyed by a motorist.

City Administrator Sterman also noted the fence along Ballwin Commons Drive opposite of the Pointe will be replaced by the City after it was damaged in the recent storms. It is a non-budgeted emergency purchase that will potentially cost around \$50,000. The City will also send a letter to neighbors to let them know if the fence needs to be replaced in the future it will be their responsibility to pay.

City Administrator Sterman also noted the City solicited vendors and received four bids for the A/V system at the Golf Course & Event Center after being refunded for the previous A/V system. The City chose ModComm as the vendor at a cost of \$28,165.

City Administrator Sterman noted at the last Planning & Zoning meeting during approval for a new restaurant, the commission expressed interest in potentially looking into requirements for screening A/C units.

Mayor Tim Pogue noted he would like to see legislation on that and Alderman Mark Stallmann agreed.

City Administrator Sterman noted he was still waiting on the bill for front yard fences and the two bills could be in concert.

City Administrator Sterman also noted the City was doing one special round of brush pickup from the storm and there weren't that many houses with debris so far.

CITY ATTORNEY'S REPORT

None.



**BOARD OF ALDERMEN
Meeting Minutes**

MARCH 24, 2025

7:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

ALDERMANIC COMMENTS

Alderman Pamela Haug acknowledged the tragic event that happened this past week in Vlasis Park and asked about potentially putting something up around the pond.

Parks & Recreation Director Chris Conway acknowledged the tragedy and said the City’s number one priority is to ensure public safety is top of mind. He also noted the City is already bidding out the fence for the toddler portion of the playground. He noted the pond is on the list of projects to be completed in the future and any safety measures will be looked into.

Alderman Haug also asked about Ameren power outages that had happened during the recent storms and asked if there was anything the City could do. Public Works Director Jim Link noted they’re exhausting all crews and Ameren is working on cutting trees in the area.

Alderman Mark Stallmann asked about the upcoming electronic recycling event.

Parks & Recreation Director Chris Conway noted it is on Thursday, March 27th from 12 - 5 p.m. and the County covers up to two items per person.

Alderman Stallmann also complimented the Pointe’s team and noted he’s never seen that pool as crowded as it was on Sunday.

He also asked if the City could have someone take a look at the awning at Benjamin Moore. City Administrator Sterman noted he would have a code officer sent out.

Alderman Frank Fleming noted he would like to review the safety measures of the pond at a more formal level and would like it to go before the Board of Aldermen or the Parks & Recreation Citizen Advisory Committee. City Administrator Sterman noted this is something that is in the Vlasis Park improvements for the pond and that would allow the City an opportunity to respond in the future. He also noted the project has already been submitted to the state for funding approval.

Parks & Recreation Director Chris Conway noted this would be a topic of discussion for the next Parks & Recreation Citizen Advisory Committee on April 21.

ADJOURNMENT

A motion was made by Alderman _____ and seconded by Alderman _____ to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at _____ p.m.

TIM POGUE, MAYOR

ATTEST:

MEGAN FREEMAN, CITY CLERK



INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, SIEGEL, LEHMKUHL

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO FUAD KHALIL FOR MIZAN PIZZA, FOR OPERATION OF A RESTAURANT WITH FRONT YARD PARKING.

WHEREAS, a petition has been received from Fuad Khalil for Mizan Pizza, requesting the use of certain property at 15523 Manchester Road for operation of a restaurant with front yard parking; and

WHEREAS, said petition was duly referred to the Planning and Zoning Commission for its investigation and report; and

WHEREAS, due notice of a public hearing before the Planning and Zoning Commission upon said petition was published and posted according to law and ordinance; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on April 7, 2025, upon said petition; and

WHEREAS, the Planning and Zoning Commission has submitted its report recommending approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen has determined that an establishment for the purposes disclosed above, under certain conditions, would not substantially increase traffic hazards or congestion; would not adversely affect the character of the neighborhood; would not adversely affect the general welfare of the community; would not over-tax public utilities; would not adversely affect public safety and health; is consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the District; and can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and

WHEREAS, all applicable matters in Section 2 of Article XIV of Appendix A, "The Zoning Ordinance," have been adequately provided for:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Fuad Khalil for Mizan Pizza, to use the premises in the City of Ballwin, Missouri, known as 15523 Manchester Road, Ballwin, Missouri 63011 for operation of a restaurant with front yard parking in a C-1 commercial district with MRD overlay, as is made and provided for in Article IX of Appendix A.

Section 2. The special use exception hereby issued, and referred to in Section 1, is issued to the named permittee only and shall not be assigned or transferred, without the permission of the Board of Aldermen of the City of Ballwin.



Section 6, Item a.

Bill No. 5017

Ordinance No. _____

Section 3. The special use exception hereby issued and referred to in Section 1, shall be valid only if the conditions set forth in the Addendum, attached hereto as Exhibit 1 and made a part hereof, are observed by permittee.

Section 4. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2025.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2025.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



EXHIBIT ONE

The permittee granted a Special Use Exception per the ordinance hereby appended to, their assignees and successors, as authorized and approved by the Board of Aldermen of the City of Ballwin, agree to abide by the following provisions, the provisions of all ordinances of the City of Ballwin, and all applicable laws of St. Louis County, the State of Missouri and of the United States of America and to require all licensees, franchisees, and lessees to similarly abide by said ordinances, laws and provisions, as appropriate to such special use exception. In addition, the following provisions, as appropriate, shall apply:

1. There is no outdoor storage, display or sale of any merchandise, equipment, vehicle, supplies or product except as may be provided and limited by this Special Use Exception or ordinance of the City of Ballwin.

2. There is no servicing, repair, cleaning, maintenance or other work on any merchandise, equipment, vehicle, materials, supplies, or product except as may be provided and limited by this Special Use Exception or ordinance of the City of Ballwin, except within a fully enclosed building which shall not include carports, porte-cocheres, accessory structures or temporary coverings and/or enclosures such as tents, tarpaulins, flies, or other similar structures.

3. No food or beverage of any kind is delivered outside of a building shown on the accompanying site plan by the permittee, its agents, servants or employees except for purposes of off-site delivery.

4. No food or beverage of any kind is served or dispensed to persons inside of automobiles or other vehicles by the permittee, its agents, servants or employees except from a drive-through window and/or designated waiting spaces specified on the accompanying site plan. Under no circumstances is drive-in curbside service permitted.

5. Any violation of the laws, statutes, ordinances, codes, policies and regulations of the City of Ballwin, St. Louis County, the State of Missouri, or the United States of America by the permittee, its agents, servants or employees shall be cause for the revocation of the Special Use Exception hereby granted.

6. That the site, premises and/or land use described by the permittee in the application and subsequently approved by this ordinance is developed and operated in accordance with the final approved development plan and the provisions of this ordinance, and any failure to do so shall be cause for the revocation of the Special Use Exception hereby granted.

7. All new utility and other service laterals and connections on the site and/or premises, and all connections to site improvements and fixtures installed outside of a fully enclosed building shall be installed underground.

8. All sign illumination and other lighting is selected and arranged so as not to cast light upon, and/or be a nuisance, to any right-of-way or any other property.

9. The permittee and their approved assignees or successors, if any, shall preserve, maintain and care for all plantings, and landscaped and planted areas on the site and/or premises, in accordance with the landscape and site plans of this ordinance. Such maintenance, preservation and care shall include all planted and landscaped rights-of-way adjacent to the site and/or premises addressed and approved by the Special Use Exception hereby granted.



Bill No. 5017

Ordinance No. _____

10. Trash and debris shall not be allowed to accumulate and the site/premises shall at all times be kept clean and free of all refuse, debris, leakage and recyclable material accumulation.

11. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development. Said enclosure and screening may not be located within any front yard and shall not interfere with driver visibility or any loading, parking or vehicular circulation.

12. Unless otherwise provided by this Special Use Exception or other ordinances of the City of Ballwin, no vehicles, equipment or property may be parked or stored on the premises for which this permit is issued except non-commercial vehicles as defined by the Ballwin Ordinances and one fully operational and licensed delivery/service vehicle per business or tenant or use operated on the premises.

13. No changes or departures from the approved final development plan may be made without the approval of the Board of Aldermen in accordance with the provisions of Article XIV, Section 3, of the Ballwin Zoning Ordinance.

14. This Special Use Exception shall terminate three months following the non-renewal of the business license for the business associated with the location for which the Exception is granted.

15. No outdoor entertainment shall be allowed.



INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, SIEGEL, LEHMKUHL

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO MIDWEST PETROLEUM COMPANY FOR FRONT YARD PARKING AND OPERATION OF A FUEL FILLING STATION WITH CONVENIENCE STORE AT 15302 MANCHESTER ROAD.

WHEREAS, a petition has been received from Midwest Petroleum Company, requesting the use of certain property for front yard parking and operation of a fuel filling station with convenience store at 15302 Manchester Road; and

WHEREAS, said petition was duly referred to the Planning and Zoning Commission for its investigation and report; and

WHEREAS, due notice of a public hearing before the Planning and Zoning Commission upon said petition was published and posted according to law and ordinance; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on April 7, 2025, upon said petition; and

WHEREAS, the Planning and Zoning Commission has submitted its report recommending approval to the Board of Aldermen; and

WHEREAS, the Board of Aldermen has determined that an establishment for the purposes disclosed above, under certain conditions, would not substantially increase traffic hazards or congestion; would not adversely affect the character of the neighborhood; would not adversely affect the general welfare of the community; would not over-tax public utilities; would not adversely affect public safety and health; is consistent with good planning practice; can be operated in a manner that is not detrimental to the permitted developments and uses in the District; and can be developed and operated in a manner that is visually compatible with the permitted uses in the surrounding area; and

WHEREAS, all applicable matters in Section 2 of Article XIV of Appendix A, "The Zoning Ordinance," have been adequately provided for:

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Midwest Petroleum Company, to use the premises in the City of Ballwin, Missouri, known as 15302 Manchester Road for front yard parking and operation of a fuel filling station with convenience store in a commercial district, as is made and provided for in Article XIV of Appendix A.

Section 2. The special use exception hereby issued, and referred to in Section 1, is issued to the named permittee only and shall not be assigned or transferred, without the permission of the Board of Aldermen of the City of Ballwin.



Section 6, Item b.

Bill No. 5018

Ordinance No. _____

Section 3. The special use exception hereby issued and referred to in Section 1, shall be valid only if the conditions set forth in the Addendum, attached hereto as Exhibit 1 and made a part hereof, are observed by permittee.

Section 4. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2025.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2025.

TIM POGUE, MAYOR

ATTEST: _____

ERIC STERMAN, CITY ADMINISTRATOR

EXHIBIT ONE

The permittee granted a Special Use Exception per the ordinance hereby appended to, their assignees and successors, as authorized and approved by the Board of Aldermen of the City of Ballwin, agree to abide by the following provisions, the provisions of all ordinances of the City of Ballwin, and all applicable laws of St. Louis County, the State of Missouri and of the United States of America and to require all licensees, franchisees, and lessees to similarly abide by said ordinances, laws and provisions, as appropriate to such special use exception. In addition, the following provisions, as appropriate, shall apply:

1. There is no outdoor storage, display or sale of any merchandise, equipment, vehicle, supplies or product except as may be provided and limited by this Special Use Exception or ordinance of the City of Ballwin.

2. There is no servicing, repair, cleaning, maintenance or other work on any merchandise, equipment, vehicle, materials, supplies, or product except as may be provided and limited by this Special Use Exception or ordinance of the City of Ballwin, except within a fully enclosed building which shall not include carports, porte-cocheres, accessory structures or temporary coverings and/or enclosures such as tents, tarpaulins, flies, or other similar structures.

3. Any violation of the laws, statutes, ordinances, codes, policies and regulations of the City of Ballwin, St. Louis County, the State of Missouri, or the United States of America by the permittee, its agents, servants or employees shall be cause for the revocation of the Special Use Exception hereby granted.

4. That a detailed final development plan, meeting the requirements of the Board of Aldermen and The Zoning Commission as outlined in the final staff report and public meeting minutes, shall be submitted to the Building Commissioner within thirty (30) days of passage and approval of this ordinance by the Board of Aldermen.

5. That the site, premises and/or land use described by the permittee in the application and subsequently approved by this ordinance is developed and operated in accordance with the final approved development plan and the provisions of this ordinance, and any failure to do so shall be cause for the revocation of the Special Use Exception hereby granted.

6. All new utility and other service laterals and connections on the site and/or premises, and all connections to site improvements and fixtures installed outside of a fully enclosed building shall be installed underground.

7. All sign illumination and other lighting is selected and arranged so as not to cast light upon, and/or be a nuisance, to any right-of-way or any other property.

8. The permittee and their approved assignees or successors, if any, shall preserve, maintain and care for all plantings, and landscaped and planted areas on the site and/or premises, in accordance with the landscape and site plans of this ordinance. Such maintenance, preservation and care shall include all planted and landscaped rights-of-way adjacent to the site and/or premises addressed and approved by the Special Use Exception hereby granted.

9. Trash and debris shall not be allowed to accumulate and the site/premises shall at all times be kept clean and free of all refuse, debris, leakage and recyclable material accumulation.



10. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development. Said enclosure and screening may not be located within any front yard and shall not interfere with driver visibility or any loading, parking or vehicular circulation.

11. Unless otherwise provided by this Special Use Exception or other ordinances of the City of Ballwin, no vehicles, equipment or property may be parked or stored on the premises for which this permit is issued except non-commercial vehicles as defined by the Ballwin Ordinances and one fully operational and licensed delivery/service vehicle per business or tenant or use operated on the premises.

12. No changes or departures from the approved final development plan may be made without the approval of the Board of Aldermen in accordance with the provisions of Article XIV, Section 3, of the Ballwin Zoning Ordinance.

13. This Special Use Exception shall terminate three months following the non-renewal of the business license for the business associated with the location for which the Exception is granted.

14. No cross access easement providing access to the property abutting the subject on the west shall be required.



Bill No. 5019

Ordinance No. _____

INTRODUCED BY
ALDERMEN UTT, FINLEY, STALLMANN, HAUG, FLEMING, WEAVER, SIEGEL, LEHMKUHL

AN ORDINANCE APPROVING A ZONING CHANGE FROM COUNTY R-2 AND BALLWIN R-2 SINGLE FAMILY TO R-2 A FOR CLAYMONT, CLAYMONT COVE, CLAYMONT PLACE, CLAYMONT COURT, CLAYMONT ELEMENTARY AND ST. MARK PRESBYTERIAN CHURCH.

WHEREAS, a petition was received from Ballwin Staff for a zoning change from County R-2 and Ballwin R-2 Single Family to R-2 A for Claymont, Claymont Cove, Claymont Place, Claymont Court, Claymont Elementary and St. Mark Presbyterian Church.

WHEREAS, said petition was duly referred to the Planning and Zoning Commission for its consideration and recommendation; and

WHEREAS, a public hearing before the Planning and Zoning Commission was held on April 7, 2025, upon the petition, notice of which was published and posted according to law and ordinance; and

WHEREAS, the Planning and Zoning Commission has submitted its report to the Board of Aldermen and has recommended that a zoning change from County R-2 and Ballwin R-2 Single Family to R-2 A for Claymont, Claymont Cove, Claymont Place, Claymont Court, Claymont Elementary and St. Mark Presbyterian Church be granted in accordance with the petition received; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. A zoning change from County R-2 and Ballwin R-2 Single Family to R-2 A is hereby granted for Claymont, Claymont Cove, Claymont Place, Claymont Court, Claymont Elementary and St. Mark Presbyterian Church.

Section 2. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this ____ day of _____, 2025.

TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2025.

TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



Consent Item

RE: Geotechnical Services for Parks Maintenance & Public Works Facility

Department/Program: Administration/Parks/Public Works

Explanation: Last year, the City recently posted a Request for Qualifications (RFQ) for geotechnical services for the Parks Maintenance and Public Works facility renovation project. At that time SCI Engineering was selected as the preferred vendor for the entire project, but only the bid for the initial boring work and site testing was awarded.

At this time we now have their bid for the remainder of the work during construction. The scope of this work includes on site testing, observation, and inspections of the subgrade, steel, foundations, etc. The cost of this work will be \$27,838.

This cost was always anticipated, but not allocated as a separate line item in the construction budget. However, even with the inclusion of this cost, the construction portion of the budget is still under budget as outlined in the staff report elsewhere in this packet.

Recommendation:

Staff recommends awarding the contract for geotechnical services for the new Parks Maintenance & Public Works Facility to SCI Engineering for \$27,838.

Submitted By: Eric Sterman

Date: April 8, 2025



February 17, 2025

Joe Sweitzer
NAVIGATE Building Solutions
8419 Manchester Road
Brentwood, Missouri 63144

RE: Construction Observation/Testing Services Proposal – Revised
Ballwin Public Works
Ballwin, Missouri
SCI No. 2024-1657.00

Dear Joe Sweitzer:

SCI Engineering, Inc. (SCI) is pleased to present our revised proposal to provide Construction Testing and Observation Services for the Ballwin Public Works project, in Ballwin, Missouri. We previously explored the subsurface conditions of the project site, and reported our results in our subsurface report titled, “*Geotechnical Report – BALLWIN PUBLIC WORKS – BALLWIN, MISSOURI*,” dated November 2024.

PROJECT DESCRIPTION

Based on the plans prepared by Archimages, dated January 24, 2025, we understand the project will feature site improvements, and the addition of 3 new buildings and associated parking at the Public Works facility located at 200 Park Drive, in Ballwin, Missouri. The new structures and storage areas will have combined footprints of approximately 13,000 square feet, and be supported on reinforced concrete foundations, with single-story, pre-engineered metal buildings above grade. Site work will include minimal grading, with remediation expected within the building footprints, utility improvements, and concrete and asphalt pavement repairs and additions.

SCOPE AND FEE SCHEDULE

In accordance with your request, SCI has prepared a cost estimate to provide testing/observation services, which are anticipated to be required, during construction. This estimate is based on a brief review of the plans and specifications prepared by Archimages. In addition, we made necessary assumptions regarding schedule, scope, time required on-site, and other items, in order to develop this estimate. Variables that will influence our costs include the contractor's production rate, the weather, and site conditions.

SCI proposes to invoice our services in accordance with the rates provided below, for each respective testing service requested. These rates are inclusive of labor, equipment, transportation, and standard reporting for each type of service. Please note that our actual fees may be more or less than the *Total Estimated Fee*, depending upon the quantity of services required or requested, and that by requesting specific services each day, you agree to pay the fees associated with the requested visits, in accordance with the rates as provided in the tables below.

| Service Item | Rate (\$) | Qty | Fee (\$) |
|---|-------------------|-----|--------------------|
| Project Initiation | 1,500.00/lump sum | 1 | 1,500.00 |
| Site Meetings, Shallow Foundations and Proof Roll Observations ¹ | 525.00/each | 4 | 2,100.00 |
| Compaction/Density Testing for Remediation, and Utility Backfill ² | 850.00/day | 6 | 5,100.00 |
| Subgrade/Base Compaction/Density Testing ³ | 450.00/trip | 6 | 2,700.00 |
| Reinforcing Steel Inspection ⁴ | 400.00/trip | 6 | 2,400.00 |
| Structural Steel Visual Inspection ⁵ | 910.00/trip | 2 | 1,820.00 |
| Concrete Testing – First sample/set ⁶ | 500.00/trip | 16 | 8,000.00 |
| Concrete Testing – Additional samples/sets during initial visit | 150.00/set | 6 | 900.00 |
| 4-inch by 8-inch Concrete Compression Cylinders (Tested or held) | 22.00/cylinder | 110 | 2,420.00 |
| Laboratory Testing – Proctors/Atterberg Limits | 449.00/sample | 2 | 898.00 |
| Total Estimated Fee: | | | \$27,838.00 |

1 - Includes a Project Manager/Engineer for meetings, observations, and recommendations; up to two hours on-site.

2 - Includes observation and compaction/density testing; up to eight hours on-site.

3 - Includes only compaction/density testing; up to two hours on-site.

4 - Includes up to two hours on-site for observation, prior to concreting.

5 - Includes up to three hours on-site for observation of structural steel field connections.

6 - Includes casting one set of cylinders, as well as slump, air, and temperature tests on one sample of concrete, and pickup/delivery of samples, the day following the placement.

* A fuel surcharge of \$5.00/trip will be applied when the National Average Price for regular unleaded is above \$4.00/gallon, and an additional \$5.00/trip will apply for each dollar over \$4.00/gallon, thereafter.

** A premium of 10 percent of the applicable rate will apply to the above rates for any services performed on an overnight shift.

***For services performed on weekends or holidays, our fee will be 1.4 times the rates above.

| Additional Fees – If Needed | Fee (\$) |
|---|--------------|
| Additional Regular Technician Hours on-site/standby time | 78.00/hour |
| Technician time in excess of 8 hours/day | 117.00/hour |
| Additional Steel Inspection Hours on-site/standby time | 135.00/hour |
| Project Manager for meetings, additional services, etc. | 150.00/hour |
| Sample Pickup | 175.00/trip |
| Climate-controlled curing box for initial curing of concrete specimens on-site. (Electric Service must be available) | 950.00/month |

Although not specifically requested at this time, SCI can also perform additional services, if desired. These services may include the following items listed below. Should any of the additional services be required, please contact us. We may provide you with a supplemental proposal, at that time.

- Conduct and document weekly and rain-event observations at the site, maintain and update on-site paperwork, and provide submittals as required by the Stormwater Pollution Prevention Plan and Land Disturbance Permit;
- Scanning of existing concrete using Ground Penetrating Radar (GPR) to determine the location of conduits, rebar or other embedded items;
- Floor Flatness and Levelness Testing; and
- Concrete floor relative humidity and/or vapor emission testing.

SCI personnel will make trips to the project site, as scheduled by your representative, to perform the requested testing/inspection services. As part of the construction team, SCI's on-site personnel will work with the contractor's personnel to perform the requested tests and inspections, and provide verbal results as the tests and inspections are performed. Formal test reports are typically issued weekly, and concrete compression test reports are issued the day of the test.

We have assumed access to the areas requiring inspections or tests will be provided by the contractor, which includes use of lifts, ladders, scaffolding, etc. If SCI is required to provide equipment to access these areas, an additional fee of the rental cost, plus 15 percent will be charged.

An escalation rate of 5 percent of the fee or unit rates will apply for services of an ongoing project, where our services are required more than one calendar year, from the date of the proposal. An additional 5 percent escalation rate will apply to each calendar year, thereafter.

AUTHORIZATION

The fees included in this proposal will be honored, if accepted within 30 days. We would be happy to provide an updated proposal after 30 days, if needed.

To formally authorize the material testing services outlined in this proposal, please sign the *Acceptance of Proposal for Professional Services* form, and return one copy to our office. This sheet provides important information, regarding report distribution and invoicing. Please note that our payment terms are "net due upon receipt of invoice." Should your company's regular accounts payable process not be conducive to payment within these terms, please indicate in writing what your payment policy is, and we will make every attempt to invoice, according to your system. Unless notified otherwise, SCI will assume that you understand our policy, and plan to pay your account within our terms.

We appreciate the opportunity to be of service to you on this project. If you have any questions or comments, please contact us at (636) 949-8200, or kthomassen@sciengineering.com.

Respectfully,

SCI ENGINEERING, INC.



Kyle E. Thomassen
Estimator



Robert C. Kennard
Project Manager

KET/RCK/KTK/smb

Enclosures

Acceptance of Proposal for Professional Services
General Terms and Conditions



ACCEPTANCE OF PROPOSAL FOR PROFESSIONAL SERVICES

Project Name: Ballwin Public Works (Revised)

Project Number: 2024-1657.00 / KET, RCK

Date: February 17, 2025

Fee: As detailed in the attached proposal

Please provide formal authorization to proceed by completing, signing, and returning this form. The attached terms and conditions will apply to the services outlined in the accompanying proposal.

Accepted By:

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Party responsible for payment: (if different than Accepted By)

Name and Title: _____ Address: _____

Signature: _____ City, State, Zip: _____

Company Name: _____ Telephone: _____

Date: _____ Email: _____

Report Distribution (Note: Additional printed report copies after final submittal will be billed at \$25.00 each)

| Company and Contact Name: | Address (Printed) or Email (Electronic): | No. Printed Reports |
|---------------------------|--|---------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

NOTICE TO OWNER: (FOR SITES IN MISSOURI ONLY)

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429.RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOU PAYING FOR LABOR AND MATERIAL TWICE.



GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE OF AGREEMENT** The terms and conditions of the agreement between the client and SCI ENGINEERING, INC. (hereinafter called SCI) are detailed below and have been established to allocate risks between both. For the purposes of convenience, the client may choose to orally authorize our service, in which case the client agrees that the verbal agreement constitutes formal acceptance of the terms and conditions detailed below. Subsequent to an agreement by both parties to perform the services, modifications to the terms and conditions are prohibited.

2. **SITE ENTRY** You, the Client, will provide for right of entry of SCI or employees of firms working under the direction of SCI, and all necessary equipment, in order to perform the work. Although SCI will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this agreement. The client agrees, to the fullest extent permitted by law, to indemnify and hold harmless SCI and its subconsultants against any damages, liabilities, or costs, arising or allegedly arising from procedures associated with testing or investigative activities to the fullest extent permitted by law. If you desire or require us to restore the site to its former condition, upon written request, we will perform such additional work as is necessary and you agree to pay all costs incurred.

3. **SUBSURFACE STRUCTURES OR UTILITIES** The Client will furnish to SCI information identifying the type and location of utility lines and other man-made objects beneath the site's surface. SCI will take reasonable precautions to avoid damaging these man-made objects. You agree to waive any claim against SCI, and to defend, indemnify and hold SCI harmless from any claim or liability for injury or loss allegedly arising from SCI's damaging underground utilities or other man-made objects that were not called to SCI's attention, or which were not properly located on plans furnished to SCI.

4. **SAMPLES** Soil, rock, water, or other samples obtained from the project site are your property. SCI shall preserve such samples for no longer than thirty (30) calendar days after the issuance of any document that includes the data obtained from them, unless other mutually agreed arrangements are documented.

Concrete test specimens will be discarded after testing. If project specification strengths are met, "hold" cylinders will be discarded at that time.

If in SCI's opinion any of the samples collected may be affected by regulated contaminants, SCI shall package such samples in accordance with applicable law and client shall arrange for lawful disposal procedures. SCI shall not, under this agreement, arrange for or be responsible for the disposal of substances affected by regulated contaminants. Furthermore, unless detailed in a specific work scope, SCI is not responsible for any soil cuttings or produced groundwater generated for the purpose of sample collection that may be affected by regulated contaminants that are left at a job site and were generated for the collection of soil and groundwater samples. SCI will, at the client's request, help the client identify appropriate alternatives for the off-site treatment, storage, or disposal of these materials, for additional fees.

5. **GENERAL LIABILITY AND LIMITATION** SCI agrees to hold you harmless and to indemnify you on account of any liability due to bodily injury or property damage to the extent directly caused by our negligent operational acts, but such hold harmless and indemnity will be limited to that covered by our comprehensive general liability insurance. At your request, SCI will provide certificates evidencing such coverage and will purchase additional limits of liability that you may require as a separate cost item to be borne by you.

You shall not be liable to SCI and SCI shall not be liable to you for any consequential damages incurred by either due to the fault of the other, regardless of the nature of this fault, or whether it was committed by you or SCI, their employees, agents, or subcontractors. Consequential damages include, but are not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damage that any party may have incurred from any cause of action, including, but not limited to negligence, strict liability, breach of contract, or breach of warranty.

6. **SHARED RISK ALLOCATION** The Client and SCI agree to allocate certain of the risks so that, to the fullest extent permitted by law, SCI's total aggregate liability to the Client is limited to \$50,000.00 for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's and expert witness' fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, SCI's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of warranty, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. Higher limits may be available upon request and additional negotiated fee.

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action. You agree that you will not seek damages in excess of the contractually agreed-upon limitation directly or indirectly through suits against other parties who may join the Consultant as third-party defendant. None of the insurance or indemnity obligations under this agreement shall be deemed to be with a waiver of this limitation of liability provision.

7. **INVOICES** You will make all payments in accordance with SCI's invoices, and payment is due upon receipt of invoice. A fee of 1½ percent per month will be payable on any amounts not paid within thirty (30) days, payment thereafter to be applied first to accrued interest and then to your unpaid amount. You agree to pay invoices under these terms and to bear collection fees, court costs, or any other reasonable expense involved in the collection of amounts not paid.

8. **HAZARDOUS MATERIALS; NOTIFICATION OF AND DISCOVERY OF** When hazardous materials are known, assumed, or suspected to exist at a site, SCI is required to take appropriate precautions to protect the health and safety of its personnel, to comply with applicable laws and regulations, and to follow procedures that SCI deems prudent to help minimize physical risks to employees and the public. You warrant that you have provided to SCI all available information about type and location of known and suspected hazardous materials on, under, or adjacent to the project site.

The discovery of unanticipated hazardous or suspected hazardous materials will constitute a changed condition mandating termination of services if SCI and you are unable to renegotiate the scope of service in a timely manner. SCI will notify you as soon as practically possible should SCI encounter unanticipated hazardous or suspected hazardous materials.

The discovery of unanticipated hazardous or suspected hazardous materials may make it necessary for SCI to take measures that in SCI's professional opinion are needed to help preserve and protect the health and safety of SCI's personnel and of the public, and/or to preserve and protect the environment. As a condition precedent to the provision of service for this project, you agree to

compensate SCI for the additional fees and costs associated with any such measures and further agree to defend, indemnify, and hold harmless from any claim or liability for injury or loss arising from SCI's encountering unanticipated hazardous or suspected hazardous materials.

9. CONTAMINATION OF AN AQUIFER
Unavoidable contamination of soil or groundwater may occur during subsurface exploration, as when drilling or sampling tools penetrate a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading contaminants. Because subsurface exploration is an essential aspect of the services that SCI will provide on your behalf, you shall indemnify, defend, and hold SCI harmless from any claim or liability for injury or loss which may arise as a result of contamination allegedly caused by subsurface exploration to the fullest extent permitted by law.

10. SITE SAFETY With respect to project site safety, SCI shall be responsible only for the on-site activities of its employees and subcontractors, and this responsibility shall not be construed to relieve you or the general contractor from your obligation to maintain a safe project site. Neither the professional activities of SCI, nor the presence of SCI's employees or subcontractors shall be construed to imply that SCI has any responsibility for any methods of work performance, procedures, superintendence, sequencing of operations, or safety in, on, or about the project site other than SCI's and SCI's subconsultants. You agree that the general contractor is responsible for project site safety and warrant that this intent shall be made evident in your agreement with the general contractor.

11. CONSTRUCTION COST ESTIMATES An opinion of construction cost prepared by SCI represents our judgment as a design professional and is supplied for your general guidance only. Since we have no control over the cost of labor and material, nor over competitive bidding or market conditions, we do not guarantee the accuracy of our opinion as compared to other sources, such as, contractor bids of actual cost to the owner.

12. DEFECTS IN SERVICE You and your personnel, contractors, and subcontractors shall promptly report to SCI any defects or suspected defects in SCI's work, in order that SCI may take prompt effective measures which in SCI's opinion will minimize the consequences of any such defect.

13. TERMINATION Any or all services being provided for you by SCI under these General Terms and Conditions or under separate contract may be terminated by either party upon seven (7) days prior written notice. In the event of termination, SCI shall be compensated by you for all services performed up to and including the termination date, including reimbursable expenses.

14. FORCE MAJEURE Any delays or failure of performance by SCI shall not constitute a default under this Agreement, if such delays or failures of performance are caused by occurrences beyond the reasonable control of SCI. Performance under this Agreement shall resume promptly once the cause or delay or failure ceases and SCI's schedule for performance shall be extended to the extent of such delay. Each party shall take reasonable steps to mitigate the impact of any such delay or failure.

15. ENVIRONMENTAL SITE ASSESSMENT
An Environmental Site Assessment is conducted to render an opinion about the possibility of regulated contaminants being present on, in, or beneath the site specifically at the time services were conducted. Client understands that no matter how thorough an Environmental Site Assessment is, SCI cannot know or state factually that a site is unaffected by reportable quantities of regulated contaminants. Furthermore, even if SCI believes that reportable quantities are not present, the client bears the risk that such contaminants may be present or may migrate to the site after the study is complete. Likewise, the client agrees to hold SCI harmless from any claim or liability for injury or loss arising from the unanticipated discovery of hazardous materials or suspected hazardous materials to the fullest extent permitted by law.

16. FAILURE TO FOLLOW RECOMMENDATION
SCI disclaims any and all responsibility and liability for problems that may occur during implementation of SCI's plans, specifications, or recommendations when SCI is not retained to observe such implementation.

17. ALTERATION OF INSTRUMENTS OF SERVICE
Client agrees that designs, plans, specifications, reports, proposals, and similar documents prepared by SCI are instruments of professional service, and as such, they may not under any circumstances be altered by any party except SCI. Client warrants that SCI's instruments of service will be used only and exactly as submitted by SCI. Accordingly, Client shall waive any claim against SCI and shall, to the fullest extent permitted by law, indemnify, defend, and hold SCI harmless of any claim or liability for injury or loss arising from unauthorized alteration of SCI's instruments of service.

18. MOLD DISCLAIMER The services performed by SCI, unless specifically addressed in our scope of services, are not intended to take into account indoor amplification of mold. SCI's services may comment on depth to groundwater and site drainage, but in no instance is this to be interpreted that we were specifically intending to reduce moisture contents and/or humidity measurements within the structure as they may relate to mold. Client understands our services, unless specifically expressed in our work scope, are in no way intended to address the potential for mold infestation, and, as such, agrees to indemnify and hold SCI harmless from any claim alleging that SCI's services caused or aggravated a mold infestation to the fullest extent permitted by law.

19. OTHER PROVISIONS You agree that this contract is entered into by the parties for the sole benefit of the parties to the contract, and that nothing in the contract shall be construed to create a right or benefit for any third party.

a. You agree that any and all limitations of SCI's liability and indemnifications by you shall include and extend to those individuals and entities SCI retains for performance of the services under this Agreement, including but not limited to SCI's officers, directors, and employees and their heirs and assigns, and SCI's subconsultants.

b. In an effort to resolve any conflicts that arise during or following completion of the project, you and SCI agree that all disputes between us arising out of or related to this Agreement shall be submitted to non-binding mediation as a condition precedent to institution of any formal legal proceeding, unless the parties mutually agree otherwise in writing.

c. THE PARTIES TO THIS CONTRACT HEREBY AGREE TO SUBMIT ANY SUCH DISPUTE TO THE CIRCUIT COURT OF ST. CHARLES COUNTY, STATE OF MISSOURI.

d. Test borings and test pits are an accepted and informative means of subsurface exploration. However, in the nature of things, they cannot indicate with absolute certainty the nature of the subsurface conditions between and sample locations of the exploration and below the termination of the borings or pits. Therefore, a report based on test borings, test pits, or other exploration method cannot ascertain the nature of the subsurface conditions between and beyond the specific sample locations. If conditions different than are indicated in our report come to your attention after you receive the report, it is recommended that you contact SCI immediately to inform SCI completely of what you have discovered and to authorize further evaluation, if appropriate.

e. Any recommendations provided in any correspondence, reports, plans, etc. from SCI are for the exclusive use of our client and are specific to the project covered by this contract. Recommendations provided by SCI are not meant to supersede more stringent requirements of local ordinances.

f. You may not assign this agreement to any other person or entity without the prior written consent of SCI. Any transfer of fifty percent or more of your equity interest or voting interest shall be deemed to be an assignment for this purpose.

g. SCI will perform all services under this agreement using the standard of care ordinarily used by firms performing such services in the locale where the services are being rendered. However, many factors influence the results from those services. As such, SCI expressly disclaims any warranty or guaranty as to the accuracy of such results. SCI's performance shall be solely judged against the foregoing standard of care.



Consent Item

RE: Surplus Vehicles

Department/Program: Public Works/Support and Code Enforcement.

Explanation: In the 2025 Budget, the Board of Aldermen approved the purchases of new vehicles and equipment. Below is a list of vehicles and equipment that have been replaced by those purchases. These items have previously been disposed of through an auction. This unit has 141,485 miles and has transmission issues.

| Unit # | Year | Make | Asset # | Vehicles & Equipment Model | V.I.N. |
|--------|------|------|----------|----------------------------|--------------|
| Code 4 | 2018 | Ford | Explorer | 1FM5K8AR1JGB67922 | V6 3.7 Liter |
| | | | | | 577 |

Recommendation: Staff recommends auctioning or selling City equipment and Vehicles listed above through an Auction service.

Submitted By: Jim Link

Date: April 14, 2025



Staff Report

Subject: Construction Contract for Parks Maintenance and Public Works Facility Additions and Renovations

Department/Program: Administration/Parks/Public Works

Explanation:

The City recently issued a Request for Proposals (RFP) for construction of the proposed new Parks maintenance building and renovations to the Public Works facility. The bid specs were produced by the City’s owner’s representative, Navigate, in conjunction with the architect for this project, Archimages. The bids were due on March 11th. Five bids were received.

The following firms responded to the RFP:

- Layneco Construction Services (LCS)
- A. Eilers Construction
- BEX Construction
- United Construction
- Integra Construction

The RFP consisted of a base bid for construction of the project as designed, and three add alternates. The proposals were evaluated primarily on the amount of the base bid as well as the timeline to complete the project. One firm, BEX Construction, was both the low bid and had the shortest timeline. Their base bid was \$3,799,400 with a timeline of 205 calendar days. A full list of bids, including both base and alternate costs, is included in your packet.

The lowest bidder was interviewed on March 25th by a committee including staff members and Mayor Pogue, as well as representatives from both Navigate and Archimages.

After interviewing BEX, the committee determined that their bid was a viable bid. They did request some additional calendar days to complete the project, but that still places them at the lowest overall time until completion. They have significant experience and have constructed many other similar facilities. Therefore, since they were the lowest bidder, the committee recommended awarding the bid to BEX.

The City has budgeted \$4,143,716 for construction, including contingency. Staff recommends awarding the base bid to BEX Construction along with add alternates two (adding a mezzanine to the Parks Maintenance building) and three (changing the fence shielding the park from a 6ft fence to an 8ft fence). We do not recommend awarding add alternate one (a new backup generator) as we believe the current generator will be sufficient and can be replaced at a later date without incurring a contractor markup.

The cost of the base bid plus the suggested add alternates is \$3,834,800. This is under budget and allows us to carry approximately an 8% contingency fund and still remain within budget. At this point in the process, 8% contingency should be sufficient; there is already an additional \$200,000 baked into the base bid as a contractor allowance. That allowance can cover change orders if needed without having to use the City's contingency. If the allowance is not needed in full any unspent funds are retained by the City.

At this time staff recommends moving forward. It is important to note that the City has been planning for this project for several years and has enough money in the Infrastructure Fund to pay cash for this project and not incur any debt. In addition, we will not have to dip into any unassigned General Fund reserves to pay for this project.

Moving forward with this project will allow us to achieve the desired goals of moving much if not all of our expensive equipment and vehicles under roof and thus extending their lifespan (which will save money), as well as modernizing our Parks Maintenance, Building Services, and Public Works facilities to help our staff better serve the public in coming years. Lastly, it will allow for a more accessible public gateway to the Public Works department by creating a public access point to our staff at the former house on Kehrs Mill Road that will be renovated as a part of this project.

Recommendation:

Staff recommends approving the contract with Bex Construction to provide construction services to the City for development of a renovated City of Ballwin Parks Maintenance and Public Works facility.

Submitted By: Eric Sterman

Date: April 7, 2025

**Ballwin Public Works
Bid Tabulation**

Section 11, Item a.

| | 1 | 2 | 3 | 4 | 5 | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| CONTRACTOR | A. Eilers | LCS | BEX | United | Integra | AVERAGE |
| TOTAL (GC) LUMP SUM AMOUNT - { as written } | \$4,063,000 | \$4,083,339 | \$3,799,400 | \$4,015,000 | \$4,610,000 | \$4,114,148 |
| BID BOND / SURETY (Y/N) | Y | Y | Y | Y | Y | |
| TIME (calendar days): SC for Building B.03 | 270 | 240 | 205 | 500 | 320 | 307 |
| TIME (calendar days): SC for Buildings B.05 and B.07 | 270 | 265 | 205 | 420 | 420 | 316 |
| TIME (calendar days): SC for Building B.08 | 90 | 150 | 122 | 312 | 120 | 159 |
| ALT #1: New Generator | \$106,425 | \$111,765 | \$117,900 | \$101,500 | \$130,864 | \$113,691 |
| ALT #2: Building B.03 Mezzanine | \$132,000 | \$21,017 | \$31,200 | \$29,000 | \$24,724 | \$47,588 |
| ALT #3: 8ft Fence | \$3,600 | \$21,975 | \$4,200 | \$3,500 | \$57,286 | \$18,112 |
| VOL. ALT #1: PEMB submission as production order ILO permit approval. DEDUCT | - | -\$54,500 | - | - | - | - |
| VOL ALT #2: See Clarification: Soil remediation to 3ft below structures, haul off spoils and fill with 1" minus stone. ADD | - | - | \$198,200 | - | - | - |
| VOL ALT #3: See Clarification: PEMB Approval Drawings to secure order ILO using permit drawings to secure order. {Full scale production drawings.} ADD | - | - | - | \$54,000 | \$54,500 | - |
| VOL ALT #4: See Clarification: Delete removal of site sewer piping and grout fill. DEDUCT | - | - | - | -\$20,900 | | - |
| REFERENCES (Y/N) | Y | Y | Y | Y | Y | - |
| QUALIFICATIONS (Y/N) | Y | Y | Y | Y | Y | - |
| ADDENDA: 1, 2 | 1-2 | 1-2 | 1-2 | 1-2 | 1-2 | - |
| IS THE BID FORM SIGNED? | Y | Y | Y | Y | Y | - |
| TOTAL (GC) w/ ALTERNATES | \$4,305,025 | \$4,238,096 | \$3,952,700 | \$4,149,000 | \$4,822,874 | \$4,293,539 |
| Supplemental Bid Form (within 24hrs) | | | | | | |
| Affidavit of Work Authorization | | | | | | |
| Contractor's Affidavit for Public Construction Projects | | | | | | |
| Non-Collusion Affidavit | | | | | | |
| Cost Breakdown for Base Bid | | | | | | |
| Unit Prices | | | | | | |
| List of Proposed Subcontractors | | | | | | |



Staff Report

RE: Vlasis Playground Site Furnishings

Department/Program: Parks and Recreation

Explanation:

Site furnishings for the Vlasis Park Playground were included in the 2025 operating budget at \$14,200.

The increase is due to several factors. Costs are increasing due to inflation/tariffs as we've seen for several years. In addition, this proposal is for a more durable line of furnishings that should last longer than what was originally proposed. Also, feedback from the Parks and Recreation Citizen's Advisory Committee. They've asked us to start creating more of an identity and sense of place in Ballwin parks by using consistent site furnishings across locations.

With that in mind, staff took a look at the benches installed at Ferris Park in 2020 and feel they're a good fit for what the committee is suggesting—durable, good-looking, and a step in the right direction.

The quote from Fry & Associates to purchase similar furnishings to Ferris Park came in at \$28,998.75. The purchase would be made through a purchasing cooperative, which handles the bidding process for cities like ours.

Because of savings from the New Ballwin Tennis Court project, we're still able to move forward with this purchase and stay within the Parks operating budget.

Recommendation:

Approve the purchase of 4 tables, 5 benches and 3 trash receptacles from Fry & Associates utilizing the Greenbush Cooperative Purchasing Program.

Submitted By: Chris Conway, CPRP, Director of Parks and Recreation

Date: April 14, 2025