

## **AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
  - [a.](#) December 13, 2021 Board of Aldermen Meeting Minutes
  - [b.](#) December 13, 2021 Board of Aldermen Closed Meeting Minutes
- 5. Citizen Comments**
- 6. Legislation**
  - [a.](#) Bill 4114 - No Points Speeding Ordinance
  - [b.](#) Bill 4115 - UMB Bank Depositary Agreement
- 7. Consent Items**
  - [a.](#) Six-Month Revenue/Expense Statement
  - [b.](#) Kabuki Sushi & Thai Liquor License
- 8. Mayor's Report**
- 9. City Administrator's Report**
- 10. City Attorney's Report**
- 11. Staff Reports**
  - [a.](#) Claymont Dr. STP Project
- 12. Aldermanic Comments**
- 13. Closed Session**
- 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

December 13, 2021

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

Mayor Tim Pogue  
Alderman Mike Utt  
Alderman Michael Finley  
Alderman Kevin M. Roach  
Alderman Mark Stallmann  
Alderman Frank Fleming  
Alderman Jim Leahy  
Alderman Ross Bullington  
Alderman Raymond Kerlagon  
City Administrator Eric Sterman  
City Attorney Robert Jones

#### Absent

The Pledge of Allegiance was recited.

### CITIZEN COMMENTS

Melissa Murphy, 910 Claybend, addressed the Board regarding Bill 4111, Clayton Ridge Parking. She is the president of the Clayton Ridge board of trustees. She stated the parking on Clayton Ridge is a hindrance to busses, public works vehicles, first responders and anybody trying to get down the street; this is a public road and not really slated for staff/business parking. Ms. Murphy stated that continual parking on the street is a public safety issue and that she is speaking for all the neighbors in asking the Board to please consider making this no parking.

Sara Hayes, 14812 Mondoubleau (Florissant), addressed the Board regarding Clayton Ridge parking. She stated she works at the Wolf and has parked on Clayton Ridge for about a year and a half when working 6 a.m.-2:30p.m. When she arrives in the morning, there is no traffic or loitering. When she leaves around 2:30 she states there are more cars, but no blockades and no traffic issues. She shared that it is convenient for the employees who work there to be able to get to work to serve the community.



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Laurie Mecham, 1470 St. Paul Rd., addressed the Board regarding Clayton Ridge parking. She owns a business located at 15480 Clayton Rd. She stated that when the Clayton Ridge parking was made available, it took a lot of pressure off the businesses and clients. She parks on Clayton Ridge and is there sometimes until 7 or 8 p.m. At that time, she states there is hardly anyone there and she has witnessed no problems on the street; she feels safe when walking to her car. She asked the Board to consider keeping the business parking available on Clayton Ridge.

Juliana Wood, 402C Mid Trail Ct, addressed the Board regarding Clayton Ridge parking. She is the head chef at the Wolf and has worked there since 2013. Working at the Wolf and seeing the sense of community put forth by staff prompted her to move to Ballwin. She also parks on Clayton Ridge and has not witnessed any safety or traffic issues on the road. She is also a Rockwood School District parent and is aware that staffing changes in the district have forced changes to bus routes. She feels that the integrity of the businesses and individuals who work there has been called in to question, which is not fair. She objects to accusations such as trash being thrown around as it is the Wolf's business model to recycle. She asked that the Board consider keeping the parking as staff park on Clayton Ridge so that clients have easier access to the businesses.

Bob Biribin, 249 Geremma, addressed the Board regarding Clayton Ridge parking. Mr. Biribin is the owner of the Wolf. He thanked the Board for allowing everyone to speak. He too would like to see the parking stay in place as it helps for the clients who frequent the businesses. He stated he is on that street nearly every day starting round 4:30 and there is never trash or if he does see trash, he picks it up as they maintain a very clean property. He also stated the Wolf has been a big part of the community as fundraisers, city meetings and events such as the Moonlight Howl are held there. He asked that the Board please table or oppose Bill 4111 as it is detrimental to the businesses. He also feels that there were no issues until the subdivision took down the fence/bushes that lined the street.

Jason Riegelsberger, 441 Bluff Meadow (Ellisville) addressed the Board regarding the Clayton Ridge parking. He is the property manager for 15480 Clayton Rd. He stated this situation is bothering him as they have tried everything possible to help with parking. He shared that he has been sitting in the parking lot for about six months and watched the parking situation on Clayton Ridge. He has not seen any issues for busses, trash trucks, etc. He asked that the Board either table or oppose Bill 4111.

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**MINUTES**

The minutes from the November 22, 2021 Board of Aldermen meeting were submitted for approval. Alderman Roach asked for an amendment in his comments under Aldermanic Comments to read “Alderman Roach commended Public Works and the leaf program.” A motion was made by Alderman Roach and seconded by Alderman Finley to approve the amendment. A voice vote was taken with unanimous affirmative result and the motion passed. A motion was made by Alderman Fleming and seconded by Alderman Bullington to approve the minutes from the November 22, 2021 Board of Aldermen meeting as amended. A voice vote was taken with unanimous affirmative result and the motion passed.

**PUBLIC HEARING****2022 Budget**

Mayor Pogue stated the 2022 budget was reviewed and approved by Planning and Zoning at their last meeting and then opened the Public Hearing on the 2022 budget. He asked if anyone wished to speak in favor; no one approached the Board. He asked if anyone wished to speak in opposition; no one approached the Board. Mayor Pogue closed the public hearing.

**LEGISLATION****Bill 4109 – 2022 OPERATING BUDGET**

**AN ORDINANCE APPROVING AND ADOPTING AN OPERATIONS BUDGET OF ANTICIPATED CASH REVENUE AND CASH DISBURSEMENTS FOR THE GENERAL REVENUE FUND OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, PROVIDING FOR EXPENDITURES IN ACCORDANCE WITH SAID BUDGET AND MAKING APPROPRIATIONS THEREOF.**

A motion was made by Alderman Fleming and seconded by Alderman Stallmann for a first reading of Bill 4109, title only. A voice vote was taken with unanimous affirmative result and Bill 4109 was read for the first time.

**Discussion:**

Alderman Fleming commented that the link to the document looks good, but had one item to note. It appears the footnote on page 146 was cut off so he asked that be fixed.

Alderman Roach commented that he receives paper packets so he had concerns over the iPads for the aldermen. He stated if there was one thing he would eliminate the iPads would be it.

Alderman Finley commented on the great work done by Finance Officer Keller and her staff. He has received no negative comments from constituents in Ward 1, and has also checked with Alderman Utt who has also received no negative feedback. Alderman Finley stated he finds everything in order.



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A motion was made by Alderman Roach and seconded by Alderman Leahy to remove the iPads for the aldermen from the budget. A voice vote was taken resulting in four aye votes and four nay votes; Mayor Pogue voted nay and the motion did not pass.

A motion was made by Alderman Fleming and seconded by Alderman Finley for a second reading of Bill 4109, title only. A voice vote was taken with unanimous affirmative result and Bill 4109 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4109 with the following results:

Ayes – Aldermen Finley, Roach, Stallmann, Leahy, Fleming, Bullington, Utt, Kerlagon

Nays -- None.

Bill No. 4109 was approved and became Ordinance No. 21-26

**Bill 4110 –2022 CAPITAL BUDGET**

**AN ORDINANCE APPROVING AND ADOPTING A BUDGET OF ANTICIPATED CASH REVENUE AND CASH DISBURSEMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, PROVIDING FOR EXPENDITURES IN ACCORDANCE WITH SAID BUDGET AND MAKING APPROPRIATIONS THEREOF.**

A motion was made by Alderman Fleming and seconded by Alderman Bullington for a first reading of Bill 4110, title only. A voice vote was taken with unanimous affirmative result and Bill 4110 was read for the first time.

Discussion:

None

A motion was made by Alderman Fleming and seconded by Alderman Utt for a second reading of Bill 4110, title only. A voice vote was taken with unanimous affirmative result and Bill 4110 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4110 with the following results:

Ayes – Aldermen Finley, Roach, Stallmann, Fleming, Leahy, Bullington, Utt, Kerlagon

Nays -- None.

Bill No. 4110 was approved and became Ordinance No. 21-27

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**BILL 4111 - AN ORDINANCE PROVIDING FOR THE ERECTION OF TRAFFIC CONTROL SIGNS AND AMENDING THE ORDINANCES PROVIDING FOR THE LOCATIONS THEREOF.**

A motion was made by Alderman Stallmann and seconded by Alderman Roach for a first reading of Bill 4111, title only. A voice vote was taken with unanimous affirmative result and Bill 4111 was read for the first time.

**Discussion:**

Mayor Pogue stated that this item had been tabled several months ago and he and Alderman Stallmann have had several meetings with trustees and property owners, so it is being brought back to the Board tonight.

Alderman Roach thanked everyone who came out to speak at the meeting. He asked the property owner if they were moving forward with the proposed stop sign. Mr. Riegelsberger said that the stop sign should be up by the end of the year. Alderman Roach also asked about the expansion of the tasting room as it is his understanding there was already a parking deficiency (24 spaces). Mr. Riegelsberger stated they have already been approved for occupancy of 138 people by Metro West. He also stated another issue that has come up is hours of operation; the building is at 89% capacity. During a normal business day, the parking lot will be about 89% full, but there are days that it isn't busy at all. Mr. Riegelsberger also mentioned the Wolf's hours as they are closed on Sunday and open only to 4 p.m. on Saturdays. He also stated he would welcome the opportunity to dialogue with everyone and document situations so everyone can work together.

Mayor Pogue asked about the parking standards which were approved when the development was approved and, while times have changed, they are essentially grandfathered in. City Attorney Jones clarified that the parking/loading requirements were determined when the building development was done and to the best of his knowledge, they are compliant. Mr. Riegelsberger also shared that the downstairs area would not be open until the other businesses in the building had closed, so parking would not be an issue. He also stated that he has reached out to UMB Bank and they have no interest in giving up any parking, possibly because of liability issues. He feels the bank will not work with them. Alderman Roach stated it was his understanding that when the SUE transferred, a parking assessment was done and found to be deficient. City Administrator Sterman shared information about parking issues discussed in 2008 and that the development is grandfathered in.

Alderman Stallmann asked if any other options for parking have been explored because a compromise needs to be found. Mr. Riegelsberger stated they have looked at the lot on the other side of Clayton Rd., but crossing Clayton Rd. is too dangerous. Parking in other neighborhoods is not ideal. Staggering business hours is a possibility. Alderman Finley stated he has had the opportunity to observe the Clayton Ridge parking as he has been in the area several times during afternoon hours. He shared that there were only 6-7 cars parked there and very little activity. When he asked his dentist office staff (at Kehrs Mill and Clayton Ridge), they stated the only issue they ever see would be speeding and the newly placed stop signs should help to alleviate that. A complete ban on parking on Clayton Ridge is unreasonable.

Alderman Stallmann asked if limiting the number of spots would meet the need. Bob Biribin (Wolf owner) stated that there is only room for 11 cars and the average number parked there is seven. Mr. Biribin also discussed his hours of operation and that their busiest time usually is late morning through lunch and when other businesses



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close late afternoon and evening, there is more parking available. Alderman Roach asked about expanding roadway easements to make more parking. Alderman Fleming stated he had asked at a previous meeting and Clayton Ridge is a standard width street which should be able to accommodate traffic and parking.

Alderman Fleming asked Melissa Murphy about the petition and if it has been turned in. Ms. Murphy stated she has it and approximately half the homes have signed it, but it has not been turned in. Ms. Murphy also stated they are willing to compromise and she wants to work out the issue with businesses, but says the businesses have not responded to her. Alderman Roach asked about limiting the number of hours for parking. City Attorney Jones stated this is difficult to enforce. Alderman Stallmann asked about limiting parking on the street to 8 a.m. – 4 p.m. for instance. Ms. Murphy stated she has offered this suggestion as it would work better for school busses, but business owners didn't agree with it. Mayor Pogue then stated that it seems the business owners have been open to compromise and he is having trouble seeing what the issues are. He also stated that no other areas of normal city-wide streets seem to have any issues.

Mayor Pogue asked Chief Schaeffler if he had reached out to Rockwood School District regarding the bus stop; Chief Schaeffler replied that their response was that the bus stop changed due to staffing issues. Alderman Roach stated there needs to be a compromise and offered several other suggestions. He also stated there needs to be more dialogue, but this seems to be a good start.

A motion was made by Alderman Roach and seconded by Alderman Leahy to table Bill 4111. A voice vote was taken with unanimous affirmative result and Bill 4111 was tabled.

**BILL 4112 - AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE A ROADWAY AND MAINTENANCE EASEMENT VACATION PLAT FOR PART OF LOTS 6 AND 7 OF MARY J. EICKERMANN'S ADDITION.**

A motion was made by Alderman Fleming and seconded by Alderman Bullington for a first reading of Bill 4112, title only. A voice vote was taken with unanimous affirmative result and Bill 4112 was read for the first time.

**Discussion:**

Alderman Roach asked for some background on this Bill. City Attorney Jones stated this is from the original subdivision, adjacent to Ball Park Dr. Alderman Roach stated that this would help us to establish the new roadway and other infrastructural needs for the new police building; Mr. Jones stated that it is so we can create new ingress/egress points.

A motion was made by Alderman Roach and seconded by Alderman Leahy for a second reading of Bill 4112, title only. A voice vote was taken with unanimous affirmative result and Bill 4112 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4112 with the following results:

Ayes – Aldermen Finley, Roach, Stallmann, Fleming, Leahy, Bullington, Utt, Kerlagon

Nays -- None.



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Bill No. 4112 was approved and became Ordinance No. 21-28

### **BILL 4113 - AN ORDINANCE PROVIDING FOR THE APPROVAL OF A SUBDIVISION PLAT FOR THE BALLWIN POLICE STATION LOT CONSOLIDATION SUBDIVISION AS PROVIDED IN CHAPTER 25, ARTICLE II, SECTIONS 25 AND 26 OF THE CODE OF ORDINANCES OF THE CITY OF BALLWIN, MISSOURI.**

A motion was made by Alderman Roach and seconded by Alderman Stallmann for a first reading of Bill 4113, title only. A voice vote was taken with unanimous affirmative result and Bill 4113 was read for the first time.

#### Discussion:

Alderman Roach asked for clarification on this Bill; City Attorney Jones stated this bill is to consolidate four parcels of land, making one legal lot which will then be referred to with one book and page number on future recorded documents. Alderman Roach asked if the gift from Regions Bank was included; Mr. Jones replied it is. Alderman Roach thanked Regions Bank.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington for a second reading of Bill 4113, title only. A voice vote was taken with unanimous affirmative result and Bill 4113 was read for the second time.

A roll call vote was taken for passage and approval of Bill 4113 with the following results:

Ayes – Aldermen Finley, Roach, Stallmann, Fleming, Leahy, Bullington, Utt, Kerlagon

Nays -- None.

Bill No. 4113 was approved and became Ordinance No. 21-29

### **MAYOR'S REPORT**

Mayor Pogue asked for a motion to cancel the second Board of Aldermen meeting in December. A motion was made by Alderman Roach and seconded by Alderman Stallmann. A voice vote was taken with unanimous affirmative result and the motion passed.

Mayor Pogue asked for approval of the following Historical Commission appointments:

Carole Stafford, David Blinne and Shannon Daugherty – terms to expire 12/31/24

A motion was made by Alderman Stallmann and seconded by Alderman Utt. A voice vote was taken with unanimous affirmative result and the motion passed.





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Rebecca Bullington – term to expire 12/31/23

A motion was made by Alderman Roach and seconded by Alderman Stallmann. A voice vote was taken with unanimous affirmative result and the motion passed.

Frank Masotto – term to expire 12/31/22

A motion was made by Alderman Roach and seconded by Alderman Utt. A voice vote was taken with unanimous affirmative result and the motion passed.

### **CITY ADMINISTRATOR'S REPORT**

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Nothing to report.

### **CITY ATTORNEY'S REPORT**

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City Attorney Jones stated he had legal matters which would need to be discussed in closed session.

### **STAFF REPORT**

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Police – Speeding Ordinance Changes

Staff is requesting the Board authorize the City Attorney to give further review to and recommend updates for the speeding ordinance.

Discussion:

Lt. Saitta asked the Board to consolidate all our current speeding ordinances to one ordinance/charge code. Alderman Stallmann clarified that, we are not changing anything, just simplifying the ordinance to align with SB5. Alderman Fleming asked if there is a preference of options that were listed. City Attorney Jones stated option one would be preferred. He also clarified the language that would be changed. A motion was made by Alderman Bullington and seconded by Alderman Roach to accept staff's recommendation with option one. A voice vote was taken with unanimous affirmative result and the motion passed.

### **ALDERMANIC COMMENTS**

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Alderman Leahy stated he is hoping that the Clayton Ridge parking issue can be resolved.

Alderman Stallmann stated that, just because the bill was tabled this evening, we are not done with this issue. The business owners, trustees and residents need to work together to find a workable solution. He also wished everyone a Merry Christmas.



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Mayor Pogue asked Ms. Murphy to get together with the trustees to get three or four dates to see when a meeting can be set up.

Alderman Roach agreed with Alderman Leahy and also wished everyone a Merry Christmas.

Alderman Finley stated he has heard from several people regarding pickleball and asked Parks Director Chris Conway for an update and what we are planning. Mr. Conway stated there are good ideas in the works for pickleball. If we get the Land/Water Grant which we've applied for, one tennis court in Holloway Park will be converted to four pickleball courts. There are also quite a few indoor courts available, but it does take time. Alderman Finley asked if there was a time estimate. Mr. Conway stated if all goes according to plan, we should have four new courts next year.

Alderman Roach stated he had received an email regarding pickleball; it seems there is quite a bit of concern about it in our area.

Alderman Utt shared that Wildwood and Eureka recently passed ordinances about lifting car handles to deter car theft and wanted to know if that was something Ballwin could do. Mayor Pogue stated that the City Attorney Jones, Prosecuting Attorney Graville, City Administrator Sterman and Chief Schaeffler would be reviewing the ordinance and reporting back.

Alderman Stallmann commended Public Works for leaf pickup services and thanked them for a job well done. Alderman Roach also commended Public Works.

### **CLOSED SESSION**

Mayor Pogue requested a motion to move to closed session. A motion was made by Alderman Fleming and seconded by Alderman Finley. A roll call vote was taken with the following results:

Ayes: Aldermen Utt, Finley, Roach, Stallmann, Fleming, Leahy, Bullington and Kerlagon

Nays: None

The meeting moved to closed session at 8:26 p.m.

A motion was made by Alderman Fleming and seconded by Alderman Stallmann to reconvene to open session. A voice vote was taken with unanimous affirmative result and the motion passed. The Board returned to open session at 8:40.



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A motion was made by Alderman Fleming and seconded by Alderman Finley to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 8:41 p.m.

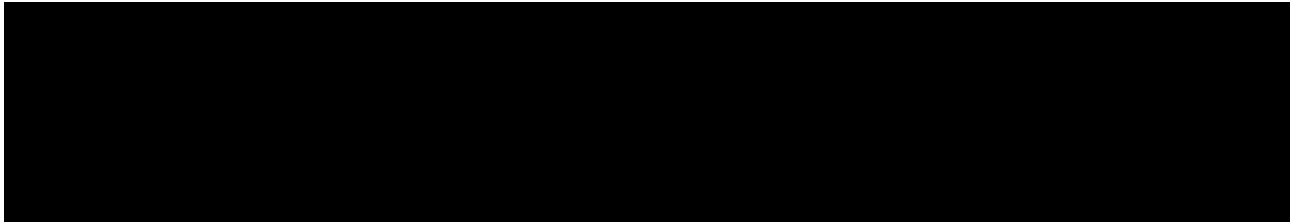
\_\_\_\_\_ TIM POGUE, MAYOR

ATTEST:

\_\_\_\_\_ POLLY MOORE, CITY CLERK

**MINUTES OF THE CLOSED SESSION – DECEMBER 13, 2021**  
**BALLWIN BOARD OF ALDERMEN**

The Ballwin Board of Aldermen convened in closed session on December 13, 2021 at 8:29 PM at 1 Government Center. Present were Mayor Pogue, Aldermen Finley, Fleming, Stallmann, Utt, Bullington, Roach, Leahy and Kerlagon, City Administrator Eric Sterman and City Attorney Robert E. Jones.

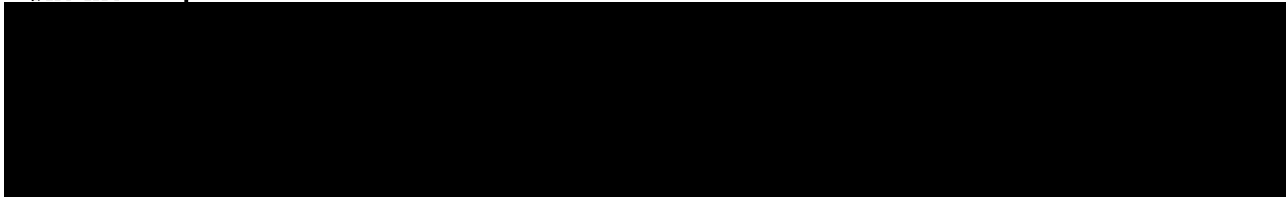


A motion was made by Alderman Bullington to approve an Addendum to the Contract, with a closing date of December 15, 2021 and authorizing the Mayor to sign a contract addendum. The motion was seconded by Alderman Kerlagon.

The following vote was recorded:

Alderman Stallmann	aye
Alderman Fleming	aye
Alderman Finley	aye
Alderman Roach	nay
Alderman Bullington	aye
Alderman Utt	nay
Alderman Kerlagon	aye
Alderman Leahy	aye

The motion passed.



A motion was made by Alderman Roach to approve the settlement and authorize the Mayor to sign the settlement agreement. The motion was seconded by Alderman Stallmann.

The following vote was recorded:

Alderman Stallmann	aye
Alderman Fleming	aye
Alderman Finley	aye
Alderman Roach	aye
Alderman Bullington	aye
Alderman Utt	aye
Alderman Kerlagon	aye
Alderman Leahy	aye

The motion passed.

A motion was made by Alderman Fleming to adjourn the closed session. The motion was seconded by Alderman Leahy.

The following vote was recorded:

Alderman Stallmann	aye
Alderman Fleming	aye
Alderman Finley	aye
Alderman Roach	aye
Alderman Bullington	aye
Alderman Utt	aye
Alderman Kerlagon	aye
Alderman Leahy	aye

The closed session adjourned at 8:39 PM.

/s/ Robert E. Jones

Robert E. Jones

Acting Secretary

Bill No. ~~4114~~

Ordinance No. \_\_\_\_\_

## INTRODUCED BY

ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

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AN ORDINANCE REVISING SPEED SCHEDULES AND ADDING A NO-POINT SPEEDING VIOLATION TO THE CODE OF ORDINANCES OF THE CITY OF BALLWIN.

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WHEREAS, changes in State law require amendment of the speed schedules; and

WHEREAS, the Board of Aldermen has determined that a no-point speeding violation is an effective enforcement tool for police officers in the City of Ballwin.

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

Section 1. Section 15-181 of the Code of Ordinances of the City of Ballwin shall be repealed and replaced with the following:

Sec. 15-181. - Generally.

No person shall operate a motor vehicle (except authorized emergency vehicles on emergency runs) on any highway, road, street or alley in the city at a rate of speed in excess of 25 miles per hour except as may be otherwise provided or posted as listed below on the streets as designated in the schedules.

<u>Location</u>	<u>Speed</u>
Schedule N (section 15-489)	20 mph
Schedule A (section 15-476)	30 mph
Schedule P (section 15-491)	35 mph
Schedule B (section 15-477)	40 mph
Schedule O (section 15-490)	15 mph
Schedule R (section 15-492)	25 mph

Section 2. A new Section 15-192 shall be added to the Code of Ordinances of the City of Ballwin, as follows:

15-192 No-Point Speeding

It shall be unlawful for any person to operate a motor vehicle at a speed in excess of a duly authorized and posted speed limit as provided in this Code, but notwithstanding any provision to





the contrary, a speeding violation which is over the posted speed limit by five (5) miles an hour or less shall be a "no-point" speeding violation as allowed by Section 304.009, RSMo., and shall not be reported to the Missouri Department of Revenue, Division of Motor Vehicles.

Section 3. This Ordinance shall take effect and be in full force from and after its passage and approval.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
***TIM POGUE, MAYOR***

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
***TIM POGUE, MAYOR***

ATTEST: \_\_\_\_\_

***ERIC STERMAN, CITY ADMINISTRATOR***



Bill No. 4115

Ordinance No. \_\_\_\_\_

INTRODUCED BY

ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, KERLAGON, BULLINGTON

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, ON BEHALF OF THE CITY, TO EXECUTE A DEPOSITARY AGREEMENT WITH UMB BANK, N.A.

WHEREAS, the City of Ballwin issued a Request for Proposals with regard to Depositary Services for the City of Ballwin, pursuant to RSMo. Section 95.355; and

WHEREAS, the Board of Aldermen has determined that UMB Bank, N.A. is the most suitable depositary for City funds that complies with the requirements of RSMo. Section 95.355.

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

Section 1. The Mayor of the City of Ballwin, Missouri, is hereby authorized to execute on behalf of the City, a Depositary Agreement with UMB Bank, N.A.

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

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**TIM POGUE, MAYOR**

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
**TIM POGUE, MAYOR**

ATTEST: \_\_\_\_\_

**ERIC STERMAN, CITY ADMINISTRATOR**



**TO:** Mayor Pogue; Board of Aldermen  
**FROM:** Denise Keller, Finance Officer  
**DATE:** January 5, 2022  
**RE:** Banking Services

At the November 8<sup>th</sup> Board of Aldermen meeting, staff brought a recommendation for the award of banking services after having evaluated RFP responses. Subsequent to that meeting, it was brought to our attention by the City Attorney that Missouri statute 95.355 lays out instructions for cities of the fourth class regarding the selection of a depository. Per this statute boards of aldermen may select a depository for the funds of their cities at their first regular meetings in the months of January, April, July and October of each year. We are further advised that this statute mandates selection of a depository with a physical office in the city if one can be selected. Just one bank within the city borders responded to the RFP. Therefore, staff is bringing forward an ordinance awarding banking services to UMB Bank for Board approval.



## **Consent Item**

**RE:** Semi-Annual Revenue/Expenditure Statement

**Department/Program:** Administration/Finance

**Recommendation:** Staff recommends that the Board approve the semi-annual statement of revenues and expenditures.

**Explanation:** Per RSMo Statute Section 79.160, *“the Board of Aldermen shall semi-annually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the city for the half year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city.”*

In accordance with this statute section, attached is a report of actual revenues and expenditures received/expensed during the period July 1 – December 31, 2021. This needs to be published in a local newspaper by the end of January.

**Submitted By:** Denise Keller

**Date:** January 5, 2022

**CITY OF BALLWIN**  
**GENERAL/CAPITAL PROJECTS FUNDS**  
**REVENUE/EXPENSE STATEMENT**  
**FOR THE SIX MONTH PERIOD ENDING 12/31/21**

<b>REVENUE</b>	<b>General Fund</b>	<b>Capital Projects Fund</b>
Sales Taxes	\$ 5,092,746	\$ 420,116
Other Taxes	1,164,720	-
Licenses & Permits	506,628	-
Public Utility Licenses	1,586,396	-
Court Fines	344,498	-
Police & Communications	178,617	-
Community Programs	1,511,374	-
Grants & Donations	3,062,213	476,630
Sale of Capital Assets	1,000,577	-
Investment Income	27,168	-
Escrows	14,260	-
Miscellaneous	151,162	-
Other Financing Sources	-	-
Total:	<b>\$ 14,640,359</b>	<b>\$ 896,746</b>
 <b>EXPENDITURES</b>		
Administration	\$ 1,508,557	\$ -
Parks & Recreation	2,450,328	60,172
Police	3,185,568	497,196
Public Works	2,021,259	923,723
Transfers Out	-	-
Total:	<b>\$ 9,165,712</b>	<b>\$ 1,481,091</b>
 <b>CITY INDEBTEDNESS</b>		
2002 Tax Increment Revenue Bonds		<b>\$ 4,875,000 (1)</b>

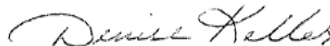
**For the Twelve Month Period Ending 12/31/21:**

Revenue	\$ 24,992,828	\$ 1,258,237
Expenditures	17,870,868	2,281,217

(1) The bonds do not constitute a general obligation or indebtedness of the City. Please refer to the annual audit report on the City's website for additional details.

Note: Accumulated fund balance is being used to balance the Capital Fund budget.

I, Denise Keller, Finance Officer for the City of Ballwin, Missouri, certify that to the best of my knowledge, the above unaudited statement is true and in agreement with city records on file as of 12/31/21.



Denise Keller  
Finance Officer

ATTEST:




Eric Sterman  
City Administrator

## CONSENT ITEM

January 5, 2022

TO: Mayor Tim Pogue  
Board of Aldermen  
RE: Liquor License – Kabuki Sushi & Thai

The liquor license for Kabuki Sushi & Thai., is included in this packet for approval. The restaurant has had a change of ownership and the new owners are applying for their liquor license.

  
Polly Moore

City Clerk





## **Staff Report**

Subject: Proposal-Grant Application and Engineering Services Claymont Drive STP Project

Department/Program: Public Works/ Streets

Recommendation: To allow Cochran Engineering to submit a Proposal and an Application to East West Gateway for the above project.

Explanation: Surface Transportation Block Grant Program-Sub allocated (STP-S) – Claymont Drive needs some preventative maintenance done in the next few years to keep it in good shape for longevity. Street lights also can be upgraded with projects like these to offset future costs down the road. Cost for the application fee is \$5000. The application fee is to be paid in the 2022 budget, and the application needs to be submitted by February 10, 2022. Construction to be completed in FY 2025.

Total Project cost is \$ 1,157,660 with the City of Ballwin's portion being \$231,532.

Submitted By: Jim Link, Ballwin Public Works

Date: 1/6/22



Architecture  
Civil Engineering  
Land Surveying  
Site Development

737 R Section 11, Item a.

St. Louis, Missouri 63026  
Telephone: 314-842-4033  
Fax: 314-842-5957  
E-Mail: david@cochraneng.com

December 30, 2021

Mr. Eric Sterman  
City Administrator  
City of Ballwin  
200 Park Drive  
Ballwin, MO 63011

**RE: Proposal – Grant Application Services  
Claymont Drive STP Project**

Dear Mr. Link:

Thank you for giving Cochran the opportunity to submit this proposal to provide STP application services for the above referenced project. In accordance with previous e-mail correspondence, we offer the following professional services:

**SCOPE OF SERVICES:**

1. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
  - a. Project map showing limits of improvements
  - b. Definition and description of roadway characteristics
  - c. Written description of proposed project
  - d. Proposed Cross Section
  - e. Detailed Map showing improvements and connections to transit Routes, activity centers, and schools
  - f. Written project justification – 1) proposed improvement, 2) transportation problem the improvement will address, 3) effect the improvement will have on the problem, and 4) transportation demand management strategies
  - g. Average daily traffic (ADT) counts
  - h. Pavement Condition – PASER Analysis
  - i. Description of bicycle and pedestrian elements
  - j. Detailed cost estimate
  - k. Project implementation schedule

**FEE:**

1. The total amount of fee to be paid for the “Application Phase” outlined in this proposal shall be a lump sum fee of \$5,000.00.

**PAYMENT:**

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices.

Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.

2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,



Dave Christensen, P.E.  
Vice President

Acceptance:  
City of Ballwin

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attachments – Cochran Standard Terms & Conditions  
Cost Estimate



## COCHRAN STANDARD TERMS AND CONDITIONS

1. Unless expressly stated in the attached proposal letter ("Proposal"), the Proposal must be accepted in writing within thirty days or the Proposal is void and unenforceable.
2. The acceptance of the Proposal is conditioned upon these Terms and Conditions and the terms of the Proposal, which shall be the only terms and conditions applicable to any agreement between Cochran and Client. Requesting performance of the work by Cochran, sending a notice to proceed with the work, or an acknowledgment of the Proposal by the issuance of a purchase order by Client, notwithstanding any terms additional to or different from those contained herein, shall be deemed to be an acceptance of these Terms and Conditions by Client.
3. The Proposal and these Terms and Conditions constitute the entire agreement ("Contract") between Cochran and the Client for the services identified in the Proposal. All prior proposals, negotiations, representations, recommendations, statements or agreements made or entered into prior to or contemporaneously with this Contract, whether oral or in writing, are superseded by this Contract unless they are expressly incorporated herein by reference. Any terms contained in any communication from Client which are inconsistent with the Contract shall not be binding upon Cochran.
4. Cochran may submit invoices on not less than a monthly basis. Cochran's invoices are due and payable within fifteen (15) days of the submission of each invoice. Interest will accrue at the rate of one and one-half percent (1.5%) per month on all unpaid invoices from the date payment was due. In the event that Client disputes an invoice, Client will pay the undisputed portion of the invoice and provide a written explanation to Cochran of the basis for Client's dispute. If Client fails to pay in full any of Cochran's invoices, Cochran may immediately, without waiving any other rights it may have, suspend work pending resolution of the payment dispute. Client's failure to pay any of Cochran's invoices in full shall be considered a material breach of this Contract.
5. Unless specifically stated to the contrary in the Proposal, reimbursable expenses are in addition to the amounts identified for Cochran's fees for basic and additional services. Reimbursable expenses shall include, but are not limited to: Client-authorized out-of-town travel, transportation, and subsistence expenses; fees paid for securing approval of jurisdictional authorities; postage, courier, or other delivery fees; material costs for models, mock-ups, or other presentation media; photographic film and development expenses.
6. This Contract is binding upon the heirs, successors and assigns of the parties hereto and may not be assigned by either party without the prior written consent of the other party.
7. Nothing in this Contract is intended to create any enforceable third party rights against Client or Cochran.
8. Cochran will perform all of its services consistent with that degree of skill and learning ordinarily used under the same or similar circumstances by the members of Cochran's profession working in the same locale.
9. If, and to the extent that Cochran's scope of work includes construction phase services, any such services shall be provided in accordance with and governed by the applicable terms of AIA Document A201 General Conditions of the Contract for Construction, 2007 Edition ("General Conditions") If there is a conflict between the General Conditions and this Contract, this Contract will control.
10. When making any interpretation or decision as required by the General Conditions, Cochran will not show partiality to any party, and shall not be liable for interpretations or decisions rendered in good faith.
11. Cochran has no responsibility or obligation to supervise or direct the work activities of the Client's employees and representatives, or any construction contractors, sub-contractors or any of their employees, or other persons not employed by Cochran.
12. Cochran will abide by any job-site safety programs identified in writing by the Client but will not be responsible for job-site safety of any persons not directly employed by Cochran.
13. Cochran has no responsibility or obligation with respect to the construction means, methods, sequencing or procedures of any construction contractors, sub-contractors or any of their employees.
14. Cochran is not responsible for the failure of any contractor to perform work properly and in accordance with any applicable documents, plans, specifications, codes or standards.
15. Cochran is not responsible for the identification of unsafe conditions, nor for the identification, handling, or removal of hazardous and/or toxic substances found on or brought to the site. Prior to the start of work, the Client shall disclose and identify in writing to Cochran, to the best of Client's knowledge, all hazardous and/or toxic substances located on the site.
16. Cochran will have no obligation to commence its work until receipt of a written notice-to-proceed from Client and all other information required to be provided by Client. Cochran shall complete its work within any time limits identified in the Proposal. Cochran shall be entitled to an extension of time for performance of its work due to any delays that are due to any cause beyond Cochran's reasonable control. In no event will Client be entitled to any costs, losses, expenses or damages (including, but not limited to, claims or damages attributable to home office overhead costs, loss of profits, loss of business opportunities and/or additional financing costs) as a result of any delay caused or attributable to Cochran.
17. Cochran and Client waive any and all claims against each other for consequential, indirect, incidental and special damages arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work; including, but not limited to, lost profits, loss of business, financing costs, extended home office overhead and similar types of damages.
18. Provided that written notice of a material breach of this Contract has been provided to the defaulting party and the defaulting party has failed to cure or taken reasonable efforts to cure its default within seven (7) calendar days of its receipt of the notice, the non-defaulting party may terminate this Contract by sending notice of termination to the defaulting party.
19. If the Contract is terminated for any reason not attributable to Cochran, Client will pay for the work performed by Cochran up to the date of termination plus all of Cochran's costs related to the termination (e.g., close-out costs, costs of terminating contracts with consultants, etc.).
20. In the event that there are any changes in applicable laws, codes or regulations after the Contract is executed that result in the need for Cochran to perform additional services and/or incur additional costs, Client shall pay Cochran for said services and costs at the rates set forth in the Proposal.
21. All documents and electronic media produced by Cochran under this Contract ("Instruments of Service") shall be the property of the City.
22. Client and Cochran waive all rights against each other, any contractors and other professionals, and any of their respective consultants, contractors, suppliers, subcontractors, agents and employees, for damages caused by perils to the extent covered by insurance, except such rights as they may have to the insurance proceeds.
23. This Contract and the rights of the parties shall be governed by the laws of the State of Missouri.

24. Any claims, disputes, or other matters in question arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, at Cochran's sole election and discretion, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the AAA. A demand for arbitration must be made within a reasonable time, and before the expiration of the applicable statute of limitations. Unless it consents in writing, Cochran may not be joined in any other arbitration involving the same project. The arbitration shall be held where the project is located.
25. In the event of any dispute, claim, arbitration or litigation arising out of or relating to this Contract, the alleged breach thereof, and/or Cochran's work, the prevailing party shall be awarded its attorney's fees, expert witness fees, expenses, arbitration fees and expenses, and court costs at the trial and all appellate levels; including costs and fees related to collection efforts. Determination of which party prevailed shall be made by the judge or arbitrator(s). The determination shall be made by reviewing the claims resolved at trial or arbitration (which excludes any claims resolved prior to the taking of evidence), and then determining which party achieved the greater success by quantifying the amounts awarded the party recovering damages or obtaining relief and comparing that result to the relief and/or damages requested by that party at the trial or arbitration. If that party received less than 50% of the relief and/or damages it sought, then the other party prevailed. If that party receives more than 50% of the relief and/or damages it sought, then it prevailed. The judge or arbitrator(s) may consider the percentage of recovery when determining the amount of fees and expenses to be awarded to the prevailing party. If more than one claim is presented, then the judge or arbitrator(s) may elect to evaluate who is the prevailing party on a claim by claim basis, or in the aggregate as they deem appropriate. In making the determination of which party prevailed, the judge or arbitrator(s) shall take into consideration any settlement offers or demands made prior to trial or arbitration.
26. **THE TOTAL LIABILITY OF COCHRAN AND ANY OF COCHRAN'S CONSULTANTS FOR ANY ACTIONS, DAMAGES, CLAIMS, DEMANDS, JUDGMENTS, LOSSES, COSTS, OR EXPENSES (INCLUDING ATTORNEY'S FEES AND COURT OR ARBITRATION COSTS AND FEES) ARISING OUT OF OR RESULTING FROM COCHRAN'S OR ITS CONSULTANTS' NEGLIGENCE ACTS, ERRORS, OMISSIONS OR BREACHES OF CONTRACT IS LIMITED TO THE LESSER OF THE CONTRACT PRICE OR THE AMOUNT OF PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY COCHRAN AND AVAILABLE TO PAY SAID CLAIM. THIS LIMITATION OF LIABILITY IS APPLICABLE TO ALL CLAIMS THAT MAY BE ASSERTED AGAINST COCHRAN OR ITS CONSULTANTS ARISING OUT OF OR RELATING TO THE PROJECT OR THIS CONTRACT, WHETHER THE CLAIMS ARISE IN CONTRACT, TORT, STATUTE, OR OTHERWISE.**

Updated 01/2016

Initials \_\_\_\_\_



# CONSTRUCTION COST ESTIMATE

STP Application - Due Feb. 10, 2022

Section 11, Item a.

## City of Ballwin - Claymont Drive Improvement Project

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Construction Mobilization	LS	1	60,000.00	\$60,000.00
2	Replace Non-Compliant ADA Ramps	SF	9,500	8.50	\$80,750.00
3	Misc. Curb Repair	LF	450	22.00	\$9,900.00
4	Partial Depth Pavement Repair	SY	350	20.00	\$7,000.00
5	Pavement Milling	SY	31,300	2.25	\$70,425.00
6	Asphalt Surface Course	TON	6,200	78.00	\$483,600.00
7	Street Lighting	EA	38	6,000.00	\$228,000.00
8	Restoration	LS	1	5,000.00	\$5,000.00
9	"Bicycles May Use Full Lane" Signs	EA	4	250.00	\$1,000.00
10	Construction Traffic Control	LS	1	10,000.00	\$10,000.00
<b>Project Notes:</b>  1. Project length equals approx. 1.6 miles  2. Project Limits - Clayton Road to Holloway Road			Construction Sub-Total		\$895,675
			10% Contingency		\$89,568
			Design Engineering		\$98,524
			Construction Engineering		\$73,893
			Project Total =		\$1,157,660
			Federal Share @ 80% =		\$926,128
			Local Share @ 20% =		\$231,532
EWGCC Application Fee (1/2% of Federal Funds Requested) =					\$4,631