



**BOARD OF ALDERMAN REGULAR MEETING**  
**1 GOVERNMENT CTR, BALLWIN, MO 63011**  
**MONDAY, OCTOBER 27, 2025 at 7:00 PM**

---

**AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
  - [a.](#) Minutes of the October 13, 2025 Board of Aldermen Meeting
  - [b.](#) Minutes of the October 13, 2025 Board of Aldermen Budget Workshop
- 5. Citizen Comments**
- 6. Legislation**
  - [a.](#) Bill 5034 – Street Tree Trimming
  - [b.](#) Bill 5035 – Public Works Mutual Aid Agreement
  - [c.](#) Bill 5036 – Parks Fees and Pointe Memberships
- 7. Mayor’s Report**
- 8. City Administrator’s Report**
- 9. City Attorney’s Report**
  - a. Video Gaming Devices
- 10. Aldermanic Comments**
- 11. 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).
- 12. 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**

OCTOBER 13, 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 Stallmann at 7:00 p.m.

**ROLL CALL**

Present

Mayor Mark R. Stallmann  
Alderman Michael Finley  
Alderman Janet Rodriguez Judd  
Alderman Pamela Haug  
Alderman Tequila Gray  
Alderman Frank Fleming  
Alderman Mark Weaver  
Alderman David Siegel  
Alderman Jim Lehmkuhl  
City Administrator Eric Sterman  
City Attorney Kyle Cronin

Absent

The Pledge of Allegiance was recited.

**MINUTES**

The minutes from the September 22, 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 September 22, 2025 Board of Aldermen Budget Workshop 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.

**CITIZEN COMMENTS**

Haseeb Jangaria of 462 Westglen Village Drive, spoke to the Board regarding opening a small takeaway restaurant at 910 Kehrs Mill. He noted he was told by his landlord that it was ready to open, and was asking for permission from the City to open without an SUE. City Administrator Eric Sterman noted this business location



**BOARD OF ALDERMEN**  
**Meeting Minutes**

OCTOBER 13, 2025

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

previously had a restaurant but the previous SUE has since expired. City Attorney Kyle Cronin noted the Board does not have authority to approve outside of the SUE process, and that the restaurant will need to go through the SUE process before the Planning & Zoning Commission and then ultimately the Board of Aldermen.

## LEGISLATION

---

**Bill 5033 - AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO SHIBAM MO INC FOR SHIBAM COFFEE FOR THE OPERATION OF A RESTAURANT WITH FRONT YARD PARKING.**

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5033, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Frank Fleming read Bill 5033, title only.

*Discussion:*

Mayor Mark Stallmann noted the Planning & Zoning Commission approved the SUE a week ago and did not have any questions or concerns.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5033, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5033, title only.

A roll call vote was taken for passage and approval of Bill 5033 with the following results:

Aye: Aldermen Judd, Finley, Gray, Haug, Fleming, Weaver, Siegel, Lehmkuhl

Nay: None

Bill No. 5033 was approved and became Ordinance No. 25-23.

## CONSENT ITEMS

---

**Administration – Spice Mantra Liquor License**

*Staff recommends Board approval for Spice Mantra's liquor license.*

*Discussion:*

Alderman David Siegel asked Police Chief John Bergfeld if there had been any issues that have come up or calls since the restaurant opened. Police Chief Bergfeld noted there has not been any.

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.



**BOARD OF ALDERMEN**  
**Meeting Minutes**

OCTOBER 13, 2025

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

**MAYOR'S REPORT**

---

Mayor Mark Stallmann noted he looked into video gambling machines that have been popping up in the news. City staff found there were several throughout the City.

Attorney Kyle Cronin noted he was asked by the Mayor to look into what can be done to prohibit them, noting these types of video gambling machines are not regulated by the Missouri Gaming Commission, since the company argues the results are preset in a computer, therefore they are not a game of chance. Attorney Cronin noted the City could regulate them by tying them to the liquor licenses, under a condition that you can't have them if you have a liquor license in Ballwin.

Mayor Stallmann noted he would rather the City act now instead of act after the state has regulated them, since there's no guarantee the state will take action on the machines.

Alderman Tequila Gray asked whether the City has gotten any police calls from facilities that have them. Police Chief John Bergfeld noted there has not been any. She asked why the City would want to prohibit them altogether instead of placing restrictions on them.

Mayor Stallmann noted other cities have had problems with these machines with teens using them and he was concerned that would become an issue in Ballwin.

Alderman David Siegel noted he was not aware of these machines and asked about potential tax revenue.

City Attorney Cronin noted that because they are not treated as a gambling device by the state, they are not eligible for the City to tax and it is more profitable for the companies that own the machines.

Alderman Gray asked if the City could add requirements for these machines that are tied to liquor licenses, like requiring someone to check ID's and other measures.

Alderman Frank Fleming noted he was reading up on this and questioned what the state says about them.

City Administrator Eric Sterman noted cities are asking the state to weigh in on this and the state has not taken a position on it. He noted the state may clarify the issue in the future, but in the absence of state guidance the City is allowed to take measures on them.

Alderman Fleming wondered if it was best to act first or wait until the state does.

City Administrator Sterman noted tying those video gambling machines to liquor licenses are the measures the City can take right now.

Alderman Fleming asked what would happen if a store opened that primarily had these video gambling machines and did not need a liquor license.

City Administrator Sterman noted there may be a way the City can regulate businesses with that primary use, but it would be under a different law rather than tied to a liquor license.

Alderman Fleming asked if there was any opportunity to match any of the other laws the City currently has.

City Administrator Sterman asked for guidance on how to draft this. The Board noted they wanted to see limitations, rules and regulations.

**BOARD OF ALDERMEN  
Meeting Minutes**

OCTOBER 13, 2025

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

Alderman Frank Fleming made a motion to direct staff to draft legislation to regulate video gambling machines. Alderman Michael Finley seconded the motion. A voice vote was taken with unanimous affirmative result and the motion passed.

Mayor Stallmann noted there was a great Coffee with a Cop held at the Starbucks inside the Ballwin Target and thanked the Police Department for the event.

Mayor Stallmann also noted that he and City Administrator Sterman attended the Lafayette Area Mayors Organization and there were cities that commented on how Ballwin's parks are an example for the region. He also noted there were lots of positive comments about the Police, Parks and Public Works Departments at the Oakwood Farms fall party and noted there will be a Halloween Hullabaloo at the Pointe on Friday, October 24th.

**CITY ADMINISTRATOR'S REPORT**

---

City Administrator Eric Sterman noted the City is currently a party to a Public Works Mutual Aid Agreement with St. Louis County and other cities within the county that compels other cities to help during natural disasters or other times of aid. That agreement is up for renewal, and he asked the Board for permission to draft an ordinance to renew the agreement at the next Board Meeting.

Alderman Frank Fleming made a motion to renew the agreement. Alderman Michael Finley seconded the motion. A voice vote was taken with unanimous affirmative result and the motion passed.

**CITY ATTORNEY'S REPORT**

---

None.

**STAFF REPORTS**

---

**Administration – Proposed Revisions to Street Tree Trimming Ordinance**

*Staff recommends Board consider the draft amended street tree ordinance and determine if it should be placed on a future agenda for a vote.*

City Administrator Eric Sterman noted this was based on discussions on what to do with tree trimming. The proposed ordinance takes out language in current code prohibiting residents to trim the trees in the right of way, but does not require residents to do so.

Alderman Michael Finley asked if the language was to allow residents to trim the trees as long as they get approval. City Attorney Kyle Cronin noted there was no approval needed as long as the trimming was for permitted purposes.

City Administrator Sterman noted there would be a permit required for removal, trimming would be allowed without a permit as long as the resident follows standards and practices.

**BOARD OF ALDERMEN**  
**Meeting Minutes**

OCTOBER 13, 2025

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

Alderman Frank Fleming noted this language gets back to the original intention of why the Board wanted to change the tree trimming ordinance. He also asked staff to double check and make sure this did not interfere with any Tree City requirements.

City Administrator Serman noted this bill will be brought up before the Board for a vote at the next Board Meeting.

Alderman Janet Judd asked whether the updated ordinance language would be put on the City's website for residents. City Administrator Serman noted it would.

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

**Parks & Recreation – Proposed Revisions to Park Fees**

*Staff recommends legislation be drafted to enact the proposed recreational fee changes as outlined in the attached tables effective January 1, 2026.*

Parks & Recreation Director Chris Conway noted these revisions are to address rising operational costs and restructure the Pointe membership tiers to simplify them for staff and members.

City Administrator Serman noted there was a resident who had reached out to some Aldermen regarding the changes for Residents versus Non-Residents. He noted residents will still have a 35 to 40 percent discount and this was not the goal of changing the fee structure.

Alderman David Siegel asked if training sessions were included in the pricing changes. Parks & Recreation Director Conway noted they are not, those fees had been changed recently.

Alderman Michael Finley asked if there was any monetary gain with the new schedule of fees. Parks & Recreation Director Chris Conway noted he was not sure, as that was not the goal with the new fees, it was to address cost increases and the complicated structure of the Pointe membership tiers.

Alderman Michael Finley noted whenever fee increases come up, it always breaks his heart to see this dollar amount creeping up. He asked what the hit to the budget would be for not implementing the increase for residents on Pointe daily admission and whether or not the City could just eat the dollar increase instead of passing it on.

Alderman David Siegel noted that for these prices, the City still offers more amenities than places like Crunch Fitness.

City Administrator Serman noted the City's facilities are still funded by taxpayers, these user fees just help limit the amount of subsidy needed. He also noted the City is not making a profit off of this fee increase, noting that a big element of this is to streamline the rates.

Alderman Tequila Gray asked if instead of adding that dollar increase to residents, if the Board could decide to change that in the future instead of making it more expensive for everyone.

Parks & Recreation Director Conway noted the City is still reliant on Non-Resident rates for funding.



**BOARD OF ALDERMEN**  
**Meeting Minutes**

OCTOBER 13, 2025

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

Mayor Mark Stallmann noted the Parks & Recreation Citizen Advisory Committee reviewed this, with Alderman Pam Haug noting the Committee approved this and was in favor of the changes.

Parks & Recreation Director Conway noted these changes will be grandfathered in, the City will notify monthly members of the change and yearly members will change at their next renewal.

City Administrator Sterman noted the Board can see the draft of the bill for the next meeting and can decide to make changes before approval.

Mayor Mark Stallmann noted he doesn't want the Board to pass on the cost increases just to Non-Residents, because fees from non-residents are essential to the financial viability of these programs.

Alderman Pam Haug made a motion to draft legislation to change Parks fees and Pointe Membership rates.

Alderman Frank Fleming seconded the motion. A voice vote was taken with unanimous affirmative result and the motion passed, with Alderman Michael Finley abstaining.

**ALDERMANIC COMMENTS**

---

Alderman Tequila Gray noted she was asked by a constituent on East Skyline Drive about receiving a ticket for parking on her grass as the driveway was being sealed since she could not park on the street. City Administrator Sterman noted that any streets that prohibit street parking would be codified.

Police Chief John Bergfeld noted there is an ordinance prohibiting parking on the grass, and he would look into the issue.

**ADJOURNMENT**

---

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 8:08 p.m.

\_\_\_\_\_  
MARK R. STALLMANN, MAYOR

ATTEST:

\_\_\_\_\_  
MEGAN FREEMAN, CITY CLERK



WORKSHOP  
Meeting Minutes

OCTOBER 13, 2025

6:00 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 City Administrator Eric Sterman at 6:00 p.m.

ROLL CALL

Committee Members Present

Mayor Mark R. Stallmann  
Alderman Janet Rodriguez Judd  
Alderman Michael Finley  
Alderman Pamela Haug  
Alderman Tequila Gray  
Alderman Frank Fleming  
Alderman Mark Weaver  
Alderman David Siegel  
Alderman Jim Lehmkuhl

Absent

Staff Present:

City Administrator Eric Sterman  
Public Works Director Jim Link  
Police Chief John Bergfeld  
Finance Officer Denise Keller  
Parks & Recreation Director Chris Conway

AGENDA

**Budgeted General Fund Expenses**

City Administrator Eric Sterman and Finance Officer Denise Keller presented the budgeted General Fund expenses to the Board of Aldermen. They noted Sales Tax is down, savings from the Public Works project and no Federal road project for 2026.

They presented two different options to the Board of Aldermen: a balanced budget (Option A) with no extra expenses and a budget (Option B) that draws from the Capital Fund with additional expenses for things like additional sidewalk & slabs done, an additional police car and a new monument sign at the Pointe.



**WORKSHOP  
Meeting Minutes**

OCTOBER 13, 2025

6:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

The Budget Workshop paused at 6:59 p.m. for the Board of Aldermen Meeting.

The Budget Workshop resumed at 8:09 p.m.

The Board of Aldermen noted they liked Option B best, and wanted to add additional money to put the total overages from the balanced budget at \$1 million, which will be paid for out of the Capital Fund. Alderman Frank Fleming made a motion to have staff draft a budget that withdraws \$1 million out of Capital funds for additional expenses like sidewalks & slabs and to complete the entirety of the Claymont project, plus an additional police car and a new monument sign at the Pointe. Alderman Michael Finley seconded the motion. A voice vote was taken with unanimous affirmative result and the motion passed.

The meeting adjourned at 8:45 p.m.

\_\_\_\_\_  
MARK R. STALLMANN, MAYOR

ATTEST:

\_\_\_\_\_  
MEGAN FREEMAN, CITY CLERK

Bill No. 5034

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

INTRODUCED BY  
ALDERMEN FINLEY, JUDD, HAUG, GRAY, FLEMING, WEAVER, SIEGEL, LEHMKUHL

---

AN ORDINANCE AMENDING SECTION 29-1 OF THE MUNICIPAL CODE OF THE CITY OF BALLWIN PERTAINING TO STREET TREES.

---

**WHEREAS**, the City of Ballwin wishes to clarify and make certain changes to its ordinance pertaining to street trees, including a change which would permit but not require a property owner or occupant of a property to prune and maintain trees which are located within a City right-of-way.

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

**Section 1:** Chapter 29, Sec. 29-1 is hereby amended to read as follows:

**CHAPTER 29 – WEEDS, VEGETATION, AND OTHER NUISANCES**

**SEC. 29-1. - WEEDS AND DEBRIS TO BE REMOVED.**

- (a) Any parcel or contiguous parcels of land outside of an enclosed building, or areas visible within a carport, gazebo, porch or other structure (the interior of which is visible from the outside) shall be declared a public nuisance if it has the presence of, vegetation cuttings, dead vegetation, cut and/or fallen trees and shrubs, overgrown vegetation, invasive plants and noxious weeds which are six inches or more in height; refuse; lumber or other construction materials not piled or stacked 12 inches off the ground; broken concrete, rocks or bricks; metal; parts of vehicles or machinery; construction machinery or equipment; broken, non-useable or non-functional furniture, appliances and equipment; any flammable material which may endanger public safety, drainage devices or pipes that daylight in the public right-of-way (or within ten feet thereof unless the discharge can safely be absorbed or directed away from sidewalks and public streets) or any other material which endangers public health and safety. The storage of such materials within a building such as a carport, gazebo, porch or other structure where the interior of which is visible from the outside, in a manner that such materials remain visible from surrounding properties and rights-of-way may be allowed if such materials are screened 100 percent from view from surrounding properties and rights-of-way. Such screening shall not include tarpaulins or similar temporary flexible coverings, shall be permanent in nature, structurally sound and erected in accordance with all regulations of the City of Ballwin.

Bill No. 5034

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

When a public nuisance as described above exists, the building inspector or other designated person shall so declare and give written notice to the owner of the property by personal service or by regular mail directed to the property address and the owner's taxing address and by conspicuously posting notice upon the property. Such notice shall, at a minimum:

- (1) Declare that a public nuisance exists;
- (2) Describe the condition which constitutes such nuisance;
- (3) Order the removal or abatement of such condition within seven days from the date of service of such notice;
- (4) Inform the owner that he or she may file a written request for a hearing before the building inspector or other designated person on the question of whether a nuisance exists upon such property; and
- (5) State that if the owner fails to begin removing the nuisance within time allowed, or fails to pursue the removal of such nuisance without unnecessary delay, the building inspector or other designated person shall cause the condition which constitutes the nuisance to be removed or abated and that the cost of such removal or abatement may be included in a special tax bill or added to the annual real estate tax bill for the property and collected in the same manner and procedure for collecting real estate taxes.

If the owner of such property fails to begin removing the nuisance within the time allowed, or fails to pursue the removal of such nuisance without unnecessary delay, the building inspector or other designated person shall cause the condition which constitutes the nuisance to be removed. If the building inspector or other designated person causes such condition to be removed or abated, the cost of such removal shall be certified to the Director of Finance who shall cause the certified cost to be included in a special tax bill in accordance with section 29-3. If the certified cost is not paid, the tax bill shall be considered delinquent, and the collection of the delinquent bill shall be governed by the laws governing delinquent and back taxes. The tax bill from the date of its issuance shall be deemed a personal debt against the owner and shall also be a lien on the property until paid.

If weeds are allowed to grow, or if debris or refuse is allowed to accumulate, on the same property in violation of this ordinance more than once during the same growing season in the case of weeds, or more than once during a calendar year in the case of trash, the designated official may, without further notification, have the weeds or trash removed and the cost of the same shall be billed in the manner described in this section.

Bill No. 5034

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

- (b) No owner of a contiguous tract of land of more than three acres shall allow weeds, grass and/or similar vegetation to grow to a height in excess of 12 inches upon any right-of-way adjoining such tract or upon such tract within 100 feet of a right-of-way or within 100 feet from any adjoining tract on which there is a building used for human habitation, with the exception that portions of such land with a slope steeper than 3:1 or portions of such land being too rough to mow due to rock outcroppings or similar physical limitations shall be exempt from this provision.
- (c) Parcels of land that are inaccessible to mowing equipment due to topography or land platting constraints or cannot be mowed due to exceptional roughness or slope steepness may be planted in ground covers that are listed by the University of Missouri Extension as being suitable for the St. Louis Metropolitan region provided that the ground cover constitutes more than 90 percent of the vegetation growing in the planted area. Failure to meet this standard will result in the site being held to the applicable standards of subsections (a) or (b) of this section.
- (d) Under no circumstances shall vegetation in portions of the public right-of-way be exempt from the vegetation height regulations of (a) and (b).
- (e) Parcels of land in a wooded state are not required to meet the vegetation height requirements outlined in (a) and (b) above.
- (f) All common ground or other parcels of land permanently dedicated as open areas or green space by deed or plat, or parcels of land in excess of 5,000 square feet in area may be returned to a wooded state provided they are planted with native trees or trees that are demonstrated to be healthy and acclimatized to the region. Such trees shall be planted at the rate of one tree per 650 square feet of gross land area intended to be returned to a wooded state. Such trees shall have a trunk caliper of two inches or greater when measured at a height of four inches above the ground. Such trees shall be monitored and guaranteed to live for five years by the property owner. The failure of the property owner to replace trees that do not survive will result in the area no longer being considered in a wooded state and no longer exempt from the vegetation height regulations of this chapter.
- (g) Definition of Street Tree and Park Tree. For the purposes of this section, "street tree" shall be defined as any tree which lies entirely or partially within a city right-of-way, and "park tree" shall be defined as any tree within a park, as the term "park" is defined in section 1-2 of this Code.
- (h) The director of parks and recreation shall develop and maintain a list of trees suitable for planting within city right-of-way as street trees in three size classifications: small, medium and large. A list of trees not suitable for planting as street trees shall also be created. These

Bill No. 5034

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

lists shall be made available to the public upon request and may be amended and updated from time to time as judged necessary by the director of parks and recreation without notice. Property owners within Ballwin may plant trees in adjoining city right-of-way from the list of trees authorized in this subsection. Property owners shall obtain approval from the director of parks and recreation prior to planting a tree in the city right-of-way.

- (i) It shall be unlawful for any person or firm to remove a street or park tree without first obtaining a Street Tree Removal Permit from the department of public works or a Park Tree Removal Permit from the department of parks and recreation. In the event that said permit is granted, said removal shall be conducted in line with all relevant arboricultural standards as laid out in American National Standards Institute (ANSI) A300, and shall not be conducted in a way that poses a threat to the health and safety of any person or property.
- (j) Topping of street or park trees by any person or firm is prohibited, except when conducted by the city when a determination has been made by the City Administrator that it is necessary for safety or arboricultural purposes. Unauthorized removal or topping of street or park trees shall be a violation of this chapter.
- (k) The city shall plant, prune, maintain and/or remove vegetation within parks and public grounds as may be necessary to ensure public health; to preserve or enhance the symmetry and beauty of such plantings or grounds; to eliminate an unsafe condition; to eliminate hazards to persons and property; to eliminate a condition that, by reason of its nature or location, is injurious to channels, sewers, drainage ways, utility lines, roadways, sidewalks or other improvements within public jurisdiction; or to remove specimens afflicted with any injurious fungus, infestation or other pest.
- (l) The city shall plant, prune, maintain and/or remove street trees within public rights-of-way located between the street pavement and any adjacent sidewalk and/or within 12 feet of the street pavement where no sidewalk is installed as resources permit and pursuant to the priority determination of the director of public works.
- (m) A property owner and/or occupant of a property on whose property lies a street tree is permitted to perform pruning and maintenance of said street tree for the following purposes:
  - (1) To provide appropriate clearance above and along sidewalks or streets;
  - (2) To maintain appropriate sight distance along or near driveways, streets, and intersections; or
  - (3) To remove diseased or dead limbs or branches from the street tree.

All pruning and maintenance of a street tree which is undertaken by an owner/occupant pursuant to this subsection shall be conducted in line with all relevant arboricultural standards as laid out in American National Standards Institute (ANSI) A300 and shall not

Bill No. 5034

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

be conducted in a way that poses a threat to the health and safety of any person or property.

- (n) The owner and/or occupant of every property within the city shall maintain all vegetation in adjoining rights-of-way with exception to street trees, which the owner/occupant is permitted but not required to maintain in compliance with the requirements of 29-1(m) as stated above; shall maintain such vegetation appropriately pruned, trimmed or removed so as to avoid hazards to persons and property using the streets, sidewalks and public rights-of-way and shall prevent such vegetation from obstructing vehicular and pedestrian views of any street or sidewalk intersection or approach and all streetlights and traffic control devices. The building commissioner, city engineer or director of parks and recreation or their designees shall notify the property owner and/or occupant and/or agent, in writing or by posting the property, of vegetation that is in violation of this section and creating a hazard to persons and property using the streets, sidewalks or rights-of-way. Such property owner, and/or occupant and/or agent shall remove, trim or prune the vegetation included in such notice within ten days of the mailing or posting of the notice on the property, or appear before the city administrator within such period and show cause why the vegetation should not be removed, trimmed or pruned.

Managed stands of native plants, ornamental grasses, or shrubs, and cultivated agricultural crops, vegetable gardens or flower gardens exceeding six inches in height are permitted provided they are maintained free of turf weeds and grasses, nuisance plants, volunteer trees, invasive plants and noxious weeds, are kept at least four feet from a property line, and do not impair sight distance, or constitute a hurt, injury, inconvenience or danger to the health, safety or welfare of the public or residents and occupants in the immediate vicinity.

The following vegetation conditions shall be deemed a public nuisance and a hazard to persons and property:

- (1) Appear dead, diseased, insect-infested, damaged, decayed, dangerous or likely to fall.
- (2) Are not pruned to a height of 14 feet above the street surface or to a height of eight above the sidewalk surface.
- (3) Obstruct a curb, gutter, channel, sewer, drainageway, street, alleyway, sidewalk, streetlight, utility line or other public improvement within the right-of-way.
- (4) Obstruct the view of drivers or pedestrians of roadway and sidewalk intersections, and their approaches so as to constitute a hazard.



Bill No. 5034

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

- (5) Introduction and/or maintenance of the following noxious weeds and invasive plants listed in appendix A, section 29-6 as may be amended from time to time.
- (o) It shall be unlawful for any person to prevent, delay or interfere with the city or any of its agents while engaging in and about the maintenance, planting, cultivating, mulching, pruning, spraying or removal of any vegetation addressed in this chapter.

**Section 2:** This ordinance shall be in full force and effect from its passage and approval pursuant to law and shall remain in effect until amended or repealed by the Board of Aldermen.

PASSED this 27th day of October, 2025.

\_\_\_\_\_  
*MARK R. STALLMANN, MAYOR*

APPROVED this 27th day of October, 2025.

\_\_\_\_\_  
*MARK R. STALLMANN, MAYOR*

ATTEST: \_\_\_\_\_  
*ERIC STERMAN, CITY ADMINISTRATOR*



Bill No. 5035

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

INTRODUCED BY  
ALDERMEN FINLEY, JUDD, HAUG, GRAY, FLEMING, WEAVER, SIEGEL, LEHMKUHL

---

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A PUBLIC WORKS EMERGENCY RESPONSE MUTUAL AID AGREEMENT WITH NEIGHBORING MUNICIPALITIES.

---

**WHEREAS**, the City of Ballwin previously entered into Mutual Aid Agreements in 1995, 2002, and 2012 with neighboring municipalities for mutual public works aid and assistance in the event of a disaster which affects a signatory municipality; and

**WHEREAS**, the Board of Aldermen believes it to be in the best interest of the residents of the City of Ballwin that this mutual aid relationship be continued; and

**WHEREAS**, the Board of Aldermen now wishes to adopt the renewed version of the agreement and to terminate the prior version, adopted in 2012.

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

**Section 1:** The Mayor of the City of Ballwin, on behalf of the City of Ballwin, is hereby authorized to execute the Public Works Mutual Aid Agreement, attached hereto and marked as “Exhibit A”.

**Section 2:** The 2012 agreement, previously authorized by Ordinance No. 12-35, is hereby terminated as of the effective date of the new Public Works Mutual Aid Agreement.

**Section 3:** This Ordinance shall take effect and be in full force from and after its passage and approval pursuant to law.

PASSED this 27th day of October, 2025.

---

**MARK R. STALLMANN, MAYOR**

APPROVED this 27th day of October, 2025.

---

**MARK R. STALLMANN, MAYOR**

ATTEST: \_\_\_\_\_  
**ERIC STERMAN, CITY ADMINISTRATOR**

This Public Works Emergency Response Mutual Aid Agreement (hereinafter “Agreement”) is entered into by each of the entities that executes and adopts the understandings, commitments, terms, and conditions contained herein:

**WHEREAS**, Section 44.090 of the Missouri Revised Statutes authorizes municipalities to cooperate with other municipalities to make the most efficient use of their resources on a basis of mutual cooperation; and

**WHEREAS**, municipalities are vulnerable to a variety of natural and technological disasters and recognizing this vulnerability, this Agreement’s intended purposes are to:

- (1) Reduce damage, injury, and loss of life and property;
- (2) Prepare for prompt and efficient rescue, care, and treatment of threatened or affected persons;
- (3) Provide for the rapid and orderly rehabilitation of persons and restoration of property; and
- (4) Provide for cooperation and coordination of activities relating to emergency and disaster mitigation, preparedness, response, and recovery; and

**WHEREAS**, the parties to this Agreement and the State of Missouri have recognized the importance of coordination and cooperation between local governments; and

**WHEREAS**, pursuant to Section 44.090 of the Missouri Revised Statutes, entities entering into cooperative mutual aid and assistance agreements may include provisions for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law; and

**WHEREAS**, the entities which have chosen to become signatories to this Agreement wish to provide mutual aid and assistance among one another during times of disaster or public works emergencies; and

**WHEREAS**, it is recognized and accepted by the entities which have chosen to become signatories to this Agreement, that municipalities can best serve their constituencies through cooperation and sharing of resources, thereby maximizing utilization and minimizing expense for redundant equipment and resources.

**THEREFORE**, pursuant to Section 44.090 of the Missouri Revised Statutes, the undersigned entities agree to enter into this Agreement for cooperative and reciprocal public works emergency response aid and assistance, with this Agreement embodying the understandings, commitments, terms, and conditions for said aid and assistance, as follows:

## **SECTION I: DEFINITIONS**

The following definitions will apply to the terms appearing in this Agreement.

A. "AID AND ASSISTANCE" includes, but is not limited to, personnel, equipment, facilities, services, supplies.

B. "AUTHORIZED REPRESENTATIVE" means an entity's employee who has been authorized, in writing by that entity, to request, to offer, or to otherwise provide aid and assistance under the terms of this Agreement.

The list of Authorized Representatives for each entity shall be attached to the executed copy of this Agreement. (In the event of a change in personnel, unless otherwise notified, the presumption will be that the successor to the employee's position will be the authorized representative.)

C. "DISASTER" means a calamitous event threatening loss of life or significant loss or damage to property, including, but not limited to flood, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made accidental, military, or paramilitary event.

D. "MUTUAL AID RESOURCE LIST" means the list provided by each entity listing equipment and other resources an entity has available for aid and assistance.

E. "ENTITY" means a governmental entity which has adopted and executed this Agreement.

F. "PROVIDER" means the entity which has received a request to furnish aid and assistance from another entity in need (the "Recipient") and has agreed to provide the aid and assistance requested. The Provider shall be represented by the authorized representative of the local agency charged with recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

G. "RECIPIENT" means the entity setting forth a request for aid and assistance to another entity (the "Provider"). The Recipient shall be represented by the authorized representative of the local agency requesting recovery, repair and operational activities including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal facilities.

**SECTION II: INITIAL RECOGNITION OF PRINCIPLE BY ALL PARTIES;  
AGREEMENT PROVIDES NO RIGHT OF ACTION FOR THIRD PARTIES**

A. As this is a reciprocal contract, it is recognized that any entity to this Agreement may be requested by another entity to be a Provider. It is mutually understood that each entity's foremost responsibility is to its own citizens. The provisions of this Agreement shall not be construed to impose an unconditional obligation on any entity to provide aid and assistance pursuant to a request from another entity.

Accordingly, when aid and assistance have been requested, an entity may in good faith withhold the resources necessary to provide reasonable and adequate protection for its own community, by deeming itself unavailable to respond and so informing the Recipient.

B. Given the finite resources of any jurisdiction and the potential for each entity to be unavailable for aid and assistance at a given point in time, the parties mutually encourage each other to enlist other entities in mutual aid and assistance efforts and to enter into such agreements accordingly. Concomitantly, the parties fully recognize that there is a highly meritorious reason for entering into this Agreement, and accordingly shall attempt to render assistance in accordance with the terms of this Agreement to the extent possible.

C. All functions and activities performed under this Agreement are hereby declared to be governmental functions conducted pursuant to the powers conferred by Missouri Revised Statutes. Functions and activities performed under this Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this Agreement shall not be construed as or deemed to be an agreement for the benefit of any third parties or persons and no third parties or persons shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable as elaborated upon in Section XI of this Agreement.

**SECTION III: BIENNIAL REVIEW**

The authorized representatives of each entity shall meet not less than biennially (every two years) to review the Agreement and, if applicable, discuss recommendations to be made to their respective governing bodies for amendments to the Agreement pursuant to Section XIII of this Agreement. Such reviews will be scheduled during the first quarter of each odd numbered calendar year. A current Mutual Aid Resource List shall be resubmitted at each of the biennial reviews.

**SECTION IV: PROCEDURES FOR REQUESTING ASSISTANCE**

Mutual aid and assistance shall not be requested unless the resources currently available are deemed inadequate by Recipient. When Recipient becomes affected by a disaster, or otherwise deems its resources inadequate to address an emergency response, recovery, or an operational need it may request mutual aid and assistance by communicating the request directly to one or more Providers on the Mutual Aid Resource List, indicating the request is made pursuant to this Agreement. The request shall be followed as soon as practicable by a written confirmation of that request. All requests for mutual aid and assistance shall be transmitted as set forth below.

A. METHOD OF REQUEST FOR MUTUAL AID AND ASSISTANCE: Recipient shall directly contact Provider's authorized representative, setting forth the information in paragraph B of this Section. All communications shall be conducted directly between Recipient and Provider. Recipient shall be responsible for the costs and expenses incurred by all Providers providing aid and assistance pursuant to the provisions of this Agreement as noted in Section VIII of this Agreement.

B. REQUIRED INFORMATION: Each request for aid and assistance shall be accompanied by the following information, in writing or by any other available means, to the extent known:

(1) Condition and Status: A general description summarizing the condition necessitating the request for aid (i.e., whether the condition is planned, imminent, in progress, or has already occurred) and of the damage sustained to date;

(2) Services: Identification of the service function(s) for which assistance is needed and the particular type of aid and assistance needed;

(3) Aid and Assistance: The amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed;

(4) Facilities: The need for sites, structures, or buildings outside Recipient's geographical limits to serve as staging areas for incoming emergency goods and services;

(5) Meeting Time and Place: An estimated time and a specific place for a representative of Recipient to meet the personnel and resources of any Provider.

C. STATE AND FEDERAL ASSISTANCE: In the event of an expected declaration of local emergency and if the severity of the event is expected to exhaust the reasonably available resources on the Mutual Aid Resource List, then the Recipient shall be responsible for notifying the appropriate agencies or coordinating requests for state and/or federal assistance.

#### **SECTION V: PROVIDER'S ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE**

A. When contacted by a Recipient in need, Provider's authorized representative shall assess Provider's own local situation in order to determine if personnel, equipment, and other resources are available. If Provider's authorized representative determines that Provider has available resources and agrees to provide the aid and assistance requested, Provider's authorized representative shall so notify the Recipient. Provider shall complete a written acknowledgment regarding the aid and assistance to be rendered (or a rejection of the request) and shall transmit it by the most efficient practical means to the Recipient for a final response.

Provider's acknowledgment shall contain the following information:

(1) In response to the items contained in the request, an acknowledgment of the personnel, equipment, and other resources to be sent;

(2) The projected length of time such personnel, equipment, and other resources will be available to serve Recipient, particularly if the period is projected to be shorter than one week (as provided in Section VII of this Agreement.);

(3) The estimated time when the aid and assistance provided will arrive at the location designated by the authorized representative of the Recipient;

(4) The name of the person(s) to be designated as Provider's supervisory personnel (pursuant to Section VI of this Agreement).

B. Nothing in this section shall be deemed to unconditionally require any entity to this Agreement to provide aid and assistance to any Recipient. Each entity has the right to reject any request for aid and assistance.

## **SECTION VI: SUPERVISION AND CONTROL**

A. Provider shall designate contact persons/coordinators among its employees sent to render aid and assistance to Recipient. As soon as practicable, Recipient shall assign work tasks to Provider's contact persons/coordinators, and unless specifically instructed otherwise, Recipient shall have the responsibility for coordinating communications between Provider's contact persons/coordinators and Recipient.

B. Based upon such assignments set forth by Recipient, Provider's contact persons/coordinators shall:

(1) Have the authority to assign work and establish work schedules for Provider's personnel. Provider should be prepared to furnish communications equipment sufficient to maintain communications among its respective operating units, and if this is not possible, Provider shall notify Recipient accordingly;

(2) In accordance with Section VIII of this Agreement, maintain a log of daily personnel time records, material records, equipment hours, and other expenses;

(3) Report work progress to Recipient at mutually agreed upon intervals.

C. Provider is to provide adequate supervision and control of Provider's personnel as necessary to comply with the workers compensation laws of Missouri and Section X of this Agreement.

D. When equipment and vehicles are supplied, they should be operated by qualified employees of the Provider agency whenever possible. However, this should not restrict any agency from operating equipment or vehicles when qualified operators of the providing agency are not available for that purpose with the consent of the Provider.

**SECTION VII: LENGTH OF TIME FOR AID AND ASSISTANCE;  
RENEWABILITY; RECALL**

A. Unless otherwise provided, the duration of Provider's aid and assistance shall be presumed to be for an initial period of not more than seventy two (72) hours. Thereafter, assistance may be extended as the situation warrants for periods agreed upon by the authorized representatives of Provider and Recipient. The seventy two hour period and any other agreed upon time periods shall start when the aid and assistance departs from Provider's location with the intent of going to Recipient's location. The aid and assistance shall end when the aid and assistance returns to Provider's location and no further expectation of aid and assistance exists between Provider and Recipient.

B. In accordance with Section II of this Agreement, Provider's aid and assistance shall remain subject to recall by Provider to provide for its own citizens if circumstances so warrant. Provider shall make a good faith effort to provide at least twenty-four (24) hours advance notification to Recipient of Provider's intent to terminate portions of or all aid and assistance, unless such notice is not practicable, in which case as much notice as is reasonable under the circumstances shall be provided.

**SECTION VIII: COST DOCUMENTATION & REIMBURSEMENT**

A. PERSONNEL - Provider shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Provider shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirement, etc.).

B. PROVIDER'S TRAVELING EMPLOYEE NEEDS - Provider shall document the basic needs of Provider's traveling employees, such as reasonable out-of-pocket costs and expenses of Provider's personnel, including, but not limited to, transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. EQUIPMENT - Provider shall document the use of its equipment during the period of aid and assistance including, but not limited to, all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and repairs directly caused by provision of the aid and assistance.

D. MATERIALS AND SUPPLIES - Provider shall document the types and amounts of all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. REIMBURSEMENT OF COSTS – Provider's costs as documented in this Section will be reimbursed by Recipient. Provider shall provide a summary of all costs to Recipient within sixty days of the end of an event. Recipient will provide payment to Provider in full within ninety days of receipt of the cost summary.

#### **SECTION IX: RIGHTS AND PRIVILEGES OF PROVIDER'S EMPLOYEES**

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Provider.

Whenever Provider's employees are rendering aid and assistance pursuant to this Agreement, such employees shall be subject to all provisions of law as if they were providing service within the geographical limits of Provider

#### **SECTION X: PROVIDER'S EMPLOYEES COVERED AT ALL TIMES BY PROVIDER'S WORKERS' COMPENSATION POLICY**

Recipient shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's employees due to personal injury or death occurring during the period of time such employees are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that Recipient and Provider shall be responsible for payment of such workers' compensation benefits only to their own respective employees. Further, it is mutually understood that Provider will be entirely responsible for the payment of workers' compensation benefits to its own employees.

#### **SECTION XI: IMMUNITY**

All activities performed under this Agreement are hereby declared to be governmental functions and the liability of both Provider and Recipient shall be governed by Missouri law and all grants of immunity pursuant to Section 537.600 of the Missouri Statutes shall apply.

**SECTION XII: PARTIES MUTUALLY AGREE TO HOLD EACH OTHER HARMLESS**

Each entity (as indemnitor) agrees, to the extent permitted by law, to protect, defend, indemnify, and hold all other parties (as indemnitees), and their officers, employees, and agents, free and harmless from and against any and all losses, penalties, damages, assessments, costs, charges, professional fees, and other expenses or liabilities of every kind including, but not limited to, attorney's fees and costs of litigation arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of indemnitor's negligent or intentional acts and errors and/or omissions. Indemnitor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc. at indemnitor's sole expense and agrees to bear all other costs and expenses related thereto. To the extent that immunity does not apply, each entity shall bear the risk of its own actions, as it does with its day-to-day operations, and determine for itself what kinds of insurance, and in what amounts, it should carry. Each entity understands and agrees that any insurance protection obtained shall in no way limit the responsibility to indemnify, keep, and save harmless the other parties to this Agreement.

**SECTION XIII: AMENDMENTS; ADDITIONAL MEMBERS**

A. MANNER - This Agreement may be amended at any time by (1) unanimous consent of the parties as determined by the governing units of the parties or (2) upon the mutual written consent of the Recipient and Provider.

B. ADDITION OF OTHER ENTITIES - Additional entities may become parties to this Agreement upon: (1) acceptance and execution of this Agreement; (2) sending the executed Agreement to all parties; and (3) sending a copy of its completed Mutual Aid Resource List to each of the other parties.

**SECTION XIV: INITIAL DURATION OF AGREEMENT; RENEWAL; TERMINATION**

This Agreement shall be binding for not less than one (1) year from its effective date. Thereafter, this Agreement shall automatically renew annually. However, any entity may withdraw from the Agreement at any time by written notification from Authorized Representative served personally or by registered mail upon all parties. The withdrawal shall not be effective until sixty (60) days after notice thereof has been served upon or sent to all other parties. An entity's withdrawal from this Agreement shall not affect an entity's liability or

obligation under the terms of this Agreement incurred hereunder. Once the withdrawal is effective, the withdrawing entity shall no longer be a party to this Agreement, but this Agreement shall continue to exist among the remaining entities. The Agreement may be terminated at any time after the initial duration of the Agreement by unanimous consent of the parties as determined by the governing units of the parties.

#### **SECTION XV: HEADINGS**

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

#### **SECTION XVI: SEVERABILITY ----- EFFECT ON OTHER AGREEMENTS**

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

#### **SECTION XVII: EFFECTIVE DATE**

This Agreement shall be effective upon proper approval and execution hereof by at least two entities. The effective date shall be the date upon which the second entities executed the Agreement. As to all subsequently added entities, the effective date shall be the date upon which the newly added entities properly executed the Agreement.

The Agreement shall be executed by all members and forwarded to the City of Chesterfield for compilation and maintenance. The Agreement may be sent via US Mail or Email PDF.

NOW THEREFORE, in acknowledgment of the acceptance of this Agreement, each of the parties have caused this Public Works Emergency Response Mutual Aid Agreement to be duly executed in its name and behalf by its chief executive officer, who has signed accordingly with seals affixed and attested with concurrence of a majority of its governing board, as of the date set forth in this Agreement.

**City of** \_\_\_\_\_

**Ordinance or Resolution Number** \_\_\_\_\_

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

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

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

Title \_\_\_\_\_

**City of** \_\_\_\_\_

**DULY AUTHORIZED REPRESENTATIVE(S)**

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Office Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**City of** \_\_\_\_\_

**Resource List**

| <u>Resource</u> | <u>Number</u> |
|-----------------|---------------|
| Arrow Boards    |               |

Backhoes

Bucket Trucks

Chainsaws

Changeable Message Boards

Chippers

Dump Trucks

Front End Loader

Generators

Light Towers

Mini Excavators

Skid Steers

Street Sweeper



Bill No. 5036

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

INTRODUCED BY

ALDERMEN FINLEY, JUDD, HAUG, GRAY, FLEMING, WEAVER, SIEGEL, LEHMKUHL

AN ORDINANCE AMENDING CHAPTER 18, SECTIONS 18-9, 18-10, 18-12, AND 18-14, PERTAINING TO FEES FOR THE USE OF PARKS AND RECREATION FACILITIES.

**WHEREAS**, it is necessary for the fees which residents and nonresidents are charged for the use of City of Ballwin Parks and Recreation facilities to be adjusted periodically to reflect changes in costs, as well as to simplify membership and fee structures; and

**WHEREAS**, the Board of Aldermen now wishes to adopt the following fee levels and structures to maintain the high quality and longevity of Ballwin's Parks and Recreation facilities and programs for the enjoyment of both Ballwin residents and nonresidents.

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

**Section 1:** Chapter 18, Article I, Section 18-9(a) is hereby amended to read as follows:

**CHAPTER 18 – PARKS AND RECREATION**

**ARTICLE I – IN GENERAL**

**SECTION 18-9 – USER FEES.**

**(a) Golf Course.**

| Golf Course Rates  |          |              |
|--------------------|----------|--------------|
|                    | Resident | Non Resident |
| Adult 9 Holes      | \$16     | \$21         |
| Senior/Junior/Hero | \$14     | \$19         |

City staff may adjust all greens fees as needed based upon season and demand. Military/Fire/Police will receive a minimum of 10% discount off of all greens fees even if adjusted.

Cart rental fees shall be \$10.00 per person per nine holes. Single riders shall not be allowed, provided, however, single use shall be allowed when no other alternative for sharing or using a golf cart exists. Golf cart fees shall apply for cart use whether or not a rider is a player or an observer. These fees shall apply on a year round basis.

**Section 2:** Chapter 18, Article I, Section 18-10(1), is hereby amended to read as follows:

**CHAPTER 18 – PARKS AND RECREATION**

**ARTICLE I – IN GENERAL**

**SECTION 18-10 – COMMUNITY CENTER USER FEES.**

**(1) Facility Use Fees.**

| <b>Community Center Facility Use Fees</b> |                 |               |                    |               |
|-------------------------------------------|-----------------|---------------|--------------------|---------------|
|                                           | <b>Resident</b> |               | <b>Nonresident</b> |               |
|                                           | <b>Daily</b>    | <b>Annual</b> | <b>Daily</b>       | <b>Annual</b> |
| <b>Youth/Senior/Hero</b>                  | \$7             | \$275         | \$10               | \$432         |
| <b>Adult</b>                              | \$8             | \$435         | \$10               | \$652         |
| <b>Family</b>                             | N/A             | \$659         | N/A                | \$931         |

| <b>Annual Corporate Membership</b> |       |
|------------------------------------|-------|
| <b>Youth/Senior/Hero</b>           | \$346 |
| <b>Adult</b>                       | \$490 |
| <b>Family</b>                      | \$745 |

**Section 3:** Chapter 18, Article I, Section 18-10 is hereby amended to remove the following text (text to be removed in *italics*):

**CHAPTER 18 – PARKS AND RECREATION**

**ARTICLE I – IN GENERAL**

**SECTION 18-10 – COMMUNITY CENTER USER FEES.**

*The city administrator is hereby authorized to establish a system of discounted rates for families and individuals that join the community center during the first six months of operation, which discount shall not exceed 20 percent of the fees established by this section and which shall expire six months from the opening date of the center. The city administrator is also authorized to establish a pass cards system for residents of the city for a fee not to exceed \$500.00.*

**Section 4:** Chapter 18, Article I, Section 18-12(1), is hereby amended to read as follows:

**CHAPTER 18 – PARKS AND RECREATION**

**ARTICLE I – IN GENERAL**

**SECTION 18-12 – BANK DRAFT SYSTEM.**

Fees for the community center may be paid according to the following monthly schedule for annual passes purchased by direct debit to an existing account. Direct debit accounts shall include a \$2.00 per month charge for the service. A \$20.00 activation fee shall be charged as a one-time expense to process the new pass. The activation fee shall be paid along with the first month's payment at the time of registration.

| <b>Bank Draft System</b> |                 |                    |                  |
|--------------------------|-----------------|--------------------|------------------|
|                          | <b>Resident</b> | <b>Nonresident</b> | <b>Corporate</b> |
| <b>Youth/Senior/Hero</b> | \$25            | \$40               | \$32             |
| <b>Adult</b>             | \$40            | \$60               | \$45             |
| <b>Family</b>            | \$60            | \$85               | \$68             |

**Section 5:** Chapter 18, Article I, Section 18-14(a), is hereby amended to read as follows:

**CHAPTER 18 – PARKS AND RECREATION**

**ARTICLE I – IN GENERAL**

**SECTION 18-14 – NORTH POINTE AQUATIC CENTER.**

**(a) Facility use fees.**

| <b>North Pointe Aquatic Center Facility Use Fees</b> |                 |               |                    |               |
|------------------------------------------------------|-----------------|---------------|--------------------|---------------|
|                                                      | <b>Resident</b> |               | <b>Nonresident</b> |               |
|                                                      | <b>Daily</b>    | <b>Annual</b> | <b>Daily</b>       | <b>Annual</b> |
| <b>Youth/Senior/Hero</b>                             | \$7             | \$112         | \$15               | \$176         |
| <b>Adult</b>                                         | \$8             | \$144         | \$15               | \$248         |
| <b>Family</b>                                        | N/A             | \$275         | N/A                | \$419         |



Bill No. 5036

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

**Section 6:** This Ordinance shall take effect and be in full force from and after its passage and approval pursuant to law.

PASSED this 27th day of October, 2025.

\_\_\_\_\_  
*MARK R. STALLMANN, MAYOR*

APPROVED this 27th day of October, 2025.

\_\_\_\_\_  
*MARK R. STALLMANN, MAYOR*

ATTEST: \_\_\_\_\_  
*ERIC STERMAN, CITY ADMINISTRATOR*