

## **AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
  - [a.](#) May 23, 2022 Board of Aldermen Meeting Minutes
- 5. Citizen Comments**
- 6. Presentations**
  - a. New Police Personnel
- 7. Legislation**
  - [a.](#) 4124 - Royal Bank SUE
  - [b.](#) 4125 - Royal Bank ATM SUE
  - [c.](#) 4126 - Charleston Oaks Subdivision Annexation
  - [d.](#) 4127 - Cascades Subdivision Annexation
  - [e.](#) 4128 - New Ballwin Park Deed Restriction
  - [f.](#) 4129 - CDBG Agreement
  - [g.](#) 4130 - New Ballwin Park 4(f) Exception
  - [h.](#) 4131 - Ferris Park 4(f) Exception
  - [i.](#) Resolution - ARPA Grant Program
  - [j.](#) Resolution - Municipal Grant Program - Vlasis Park
- 8. Consent Items**
  - [a.](#) Administration - Destruction of Records
  - [b.](#) Administration - Liquor Licenses
  - [c.](#) Public Works - Salt
- 9. Mayor's Report**
- 10. City Administrator's Report**
  - [a.](#) Trash Bids
  - [b.](#) Public Works Truck
- 11. City Attorney's Report**
- 12. Aldermanic Comments**
- 13. Closed Session**
  - a. Pursuant to Section 610.022 RSMo, the Board may vote to move to closed session regarding personnel matters under Section 610.021(13).
- 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

May 23, 2022

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

#### Absent

Alderman Ross Bullington

Alderman David Siegel  
City Administrator Eric Sterman  
City Attorney Robert Jones

The Pledge of Allegiance was recited.

### MINUTES

The Minutes from the May 9, 2022, Board of Aldermen meeting were submitted for approval. ***A motion was made*** by Alderman Fleming and seconded by Alderman Finley to approve the minutes from the May 9, 2022 Board of Aldermen meeting as submitted. A voice vote was taken with unanimous affirmative result and the motion passed.



## BOARD OF ALDERMEN Meeting Minutes

May 23, 2022

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

### CITIZEN COMMENTS

Linda Cantrell, 832 Hollyridge Dr., addressed the Board. She spoke about resident concerns regarding the redevelopment of Wellbridge in Town & Country; some of the major concerns are cut-through traffic, the walking path and the Grande Glaize creek. She is asking Ballwin to take a proactive approach. She also shared that this has already passed Town & Country Planning and Zoning. Alderman Fleming stated that he had attended the meeting and a number of Ballwin residents spoke. He said that it appears everyone seems agreed to work towards a sidewalk solution. He also stated there are some things Ballwin really cannot address as this is not in our city. Alderman Fleming stated this issue still has one more step in Town & Country which is the architecture review board; once it passes, it would go to the full board. Ms. Cantrell also spoke about demolition and heavy duty construction equipment which would come through Ballwin neighborhoods despite no truck signs.

### CONSENT ITEMS

#### **Administration** – Witches Night Out Liquor License

Staff recommends approval of the liquor license for the West St. Louis County Chamber of Commerce Witches Night Out event.

Discussion:

None

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

#### **Police** – Furniture – New Police Building

Staff recommends awarding the contract for furniture for the new police building to Modern Business Interiors.

Discussion:

None

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

### MAYOR'S REPORT

Mayor Pogue reported there is a vacancy on Board of Adjustment. He will send an email to the Board once we look at which ward the appointee should come from to keep things equal, though that is not required as it is on Planning and Zoning.





## BOARD OF ALDERMEN Meeting Minutes

May 23, 2022

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

### CITY ADMINISTRATOR'S REPORT

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City Administrator Sterman shared that the new playground at New Ballwin Park is now open; this was 50% funded by a grant from the Land/Water Conservation Fund. A requirement going forward to ensure that parks remain park land is that they are asking us to pass a deed restriction. City Attorney Jones stated that a deed was recorded at some point in the past, so we can approve/authorize by ordinance, but there needs to be some kind of recordable instrument which either they or he can draft. Mr. Sterman responded that they have already provided something. There were several questions posed which Mr. Jones stated he would need to review. Mr. Sterman stated that, if the Board is agreeable, he and Mr. Jones would work on this for the next meeting.

A motion was made by Alderman Stallmann and seconded by Alderman Utt to authorize the City Attorney to draft legislation. A voice vote was taken with unanimous affirmative result and the motion passed.

### CITY ATTORNEY'S REPORT

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Nothing to report

### STAFF REPORT

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Parks – Vlasik Park Master Plan

Discussion:

Parks Director Chris Conway stated that we are seeking the Board's approval of the Vlasik Park Master Plan. He shared that the Lawrence Group had made the suggested changes from the April 11 Board meeting, most notably the stage relocation to a point down the hill for easier access. He also talked about how beneficial this is for the City in receiving grants and cited several instances for past park projects. Mayor Pogue asked Mr. Conway to talk about how this could be amended as it is more of a conceptual plan. Mr. Conway stated that, as work is being done for each section of the plan, we can have more professional input and look at the work to be done. Changes could be made which would make more sense for each area and the plan could end up looking slightly different.

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



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

May 23, 2022

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

**ALDERMANIC COMMENTS**

Alderman Stallmann invited everyone to come out to the Ballwin Historical Society's Memorial Day celebration being held at 11:15 on Monday at the memorial by the Police Department.

Alderman Finley stated that he had asked that citizen input be considered for the mosquito fogging discussed at the last meeting. He shared that there was very little input from citizens.

Alderman Utt wished Alderman Fleming a Happy Birthday. Alderman Finley wished Alderman Stallmann an early Happy Birthday.

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 7:20 p.m.

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

ATTEST:

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



INTRODUCED BY

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

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO ROYAL BANKS OF MISSOURI FOR FINANCIAL INSTITUTION (BANK) AT 15495 CLAYTON ROAD.

WHEREAS, a petition has been received from Royal Banks of Missouri for a financial institution (bank) at 15495 Clayton Road; and

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

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

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 6, 2022, upon said petition; and

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

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

WHEREAS, all applicable matters in Section 2 of Article XIV of Ordinance No. 557, "The Zoning Ordinance," have been adequately provided for:

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

Section 1. A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Royal Banks of Missouri for a financial institution (bank) at 15495 Clayton Road, as is made and provided for in Article XIV of Ordinance No. 557.

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

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



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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_  
*TIM POGUE, MAYOR*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_  
*TIM POGUE, MAYOR*

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

**EXHIBIT ONE**

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

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

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

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

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

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

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

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

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

9. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development.



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

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

12. The permittee shall comply at all times with the requirements of Appendix A, Section 1(5) pertaining to financial institutions.



INTRODUCED BY

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

---

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO ROYAL BANKS OF MISSOURI FOR FINANCIAL INSTITUTION (ATM) AT 15491 CLAYTON ROAD.

---

WHEREAS, a petition has been received from Royal Banks of Missouri for a financial institution (ATM) at 15491 Clayton Road; and

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

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

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 6, 2022, upon said petition; and

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

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

WHEREAS, all applicable matters in Section 2 of Article XIV of Ordinance No. 557, "The Zoning Ordinance," have been adequately provided for:

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

Section 1. A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Royal Banks of Missouri for a financial institution (ATM) at 15491 Clayton Road, as is made and provided for in Article XIV of Ordinance No. 557.

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

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



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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_  
*TIM POGUE, MAYOR*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2022. \_\_\_\_\_  
*TIM POGUE, MAYOR*

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



**EXHIBIT ONE**

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

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

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

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

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

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

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

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

9. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development.

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

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

12. The permittee shall comply at all times with the requirements of Appendix A, Section 1(5) pertaining to financial institutions.



Bill No. 4126

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

INTRODUCED BY  
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

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AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS "CHARLESTON OAKS SUBDIVISION", AND PROVIDING FOR APPROVAL OF AN ANNEXATION PLAN AND A SIMPLIFIED BOUNDARY CHANGE PROPOSAL TO BE SUBMITTED TO THE ST. LOUIS COUNTY BOUNDARY COMMISSION FOR ITS CONSIDERATION.

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WHEREAS, the City has received verified petitions signed by at least seventy-five percent (75%) of the registered voters within an area of land located in unincorporated St. Louis County referred to as "Charleston Oaks Subdivision" in the City of Ballwin's Annexation Map Plan submitted to the St. Louis County Boundary Commission, hereinafter referred to as "Charleston Oaks Subdivision"; and

WHEREAS, the area proposed to be transferred, referred to as "Charleston Oaks Subdivision", is predominantly residential in character and has an average residential density of not less than one dwelling unit per three (3) acres; and

WHEREAS, the Annexation Area proposed to be annexed constitutes an "unincorporated area" as that term is defined in Section 72.407.1(2) of the Revised Statutes of Missouri; and

WHEREAS, the City of Ballwin proposes to annex the property referred to as "Charleston Oaks Subdivision" into the City as a simplified boundary change pursuant to 72.405.6 of the Revised Statutes of the State of Missouri; and

WHEREAS, the City has developed a Plan of Intent to be submitted to the St. Louis County Boundary Commission for approval of the simplified boundary change of the area referred to as "Charleston Oaks Subdivision" by the City setting forth, among other things, the various impacts of the boundary change proposal, a legal description of the Annexation Area, proposed time schedule for the provision of the services to the Annexation Area, the current tax rates, the revenue sources, the effect of the simplified boundary change on St. Louis County resource distribution, the proposed zoning, and the effective date of the proposed Annexation.

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

Section 1. The City will seek the inclusion of the Charleston Oaks Subdivision within the City's limits through a simplified boundary change proposal as being in the best interest of the City of Ballwin, the unincorporated area subject to the simplified boundary change proposal and the area adjacent to the unincorporated area subject to the proposed simplified boundary change.

Section 2. The City has caused to be prepared a Plan of Intent for submission to the St. Louis County Boundary Commission, wherein the City has described and analyzed:

- a) The verified petitions signed by the property owners;
- b) The various impacts of the boundary change proposed;
- c) The ability to accommodate the orderly incorporation in the city;
- d) Legal description of the Charleston Oaks Subdivision;
- e) Present level of major services provided by the City and St. Louis County and proposed to be provided to the Charleston Oaks Subdivision;
- f) Proposed time schedule for the provision of services to Charleston Oaks Subdivision;
- g) Current tax rates;
- h) Revenue sources;
- i) Effect of boundary change on St. Louis County resource distribution;
- j) Proposed zoning;
- k) Compactness of the Annexation Charleston Oaks Subdivision; and
- l) Effective date of the proposed transfer.

Section 3. The City is well prepared to effectuate the simplified boundary change of the Charleston Oaks Subdivision as described in the Plan of Intent, which the City hereby adopts. The Plan of Intent, a certified copy of this Ordinance and all other information deemed necessary to the St. Louis County Boundary Commission, shall be submitted to the St. Louis County Boundary Commission for its consideration and approval.

Section 4. 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**



**Draft of the Submittal to St. Louis  
County Boundary Commission for the  
Annexation of Charleston Oaks  
Subdivision**

**By  
City of Ballwin, Missouri**



**Submitted to the Boundary Commission, St. Louis County**

**Date TBD**

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## Section 1: Executive Summary

Ballwin is now within our 72<sup>nd</sup> year as a municipality of the State of Missouri, having been formally incorporated in December of 1950. Initially a village, our status as a City of the Fourth Class was voted in by our residents in 1958, and it continues to stand today. We started out with a population of 850 people but over time, through the growth of our boundaries and migration to West County, our population has grown to 31,103 people, where it has remained fairly steady for the last two decades. Since incorporation, Ballwin has accepted twenty-eight annexations. Together, these have more than quadrupled Ballwin’s territory and allowed an approximately 35-fold increase in population over a period of nearly seven decades. The past success of annexation has been such that we continue to embrace it to this day. We always ensure that no annexation will be undertaken which is judged to negatively impact the quality of life for all residents of Ballwin.

The Charleston Oaks Annexation Area is adjacent to the southeastern part of the City of Ballwin. This approximately 40 acre subdivision is bounded by the City limits of the City of Ballwin to the north and the Unincorporated St. Louis County to the east, west, and south. The annexation area is mostly developed at this time and has existed as a portion of a large unincorporated pocket north of the Meramec River which exists between the Cities of Ballwin, Wildwood, Ellisville, Manchester, Valley Park and Twin Oaks.

The Charleston Oaks Subdivision contains 105 parcels, upon which 103 are developed for single-family housing units. The intensity of development in Charleston Oaks Subdivision, as measured in dwelling units and people per acre, is comparable to what one would find in southern Ballwin. Currently, the land use in the Charleston Oaks is zoned under St. Louis County’s R3 single-family, and this is expected to be re-evaluated to conform to Ballwin’s zoning code.

Ballwin proposes to provide the same full complement of municipal services to this area that we provide to the present City. This includes, but is not limited to, able policing, roadway maintenance, parks and recreation, and general administrative services.

Section 2: Plan of Intent

Geographic:

1. General Description:

The Charleston Oaks Annexation Area proposed with this submittal for annexation into the City of Ballwin lies adjacent to Ward 1, south of Big Bend Road, positioned at the southwestern corner of the Big Bend Road/Ries Road intersection. The area is generally bounded by Unincorporated St. Louis County to the west, east and south, and The City of Ballwin to the north.

- 2. Map of Proposed Annexation Area: Located in Appendix A
- 3. Map of Ballwin with annexation area and surrounding municipalities: Located in Appendix B
- 4. Demographic and Geographic Information

	Population (2020)	Land Area (Acres)	Dwelling Units (2022)
Charleston Oaks Subdivision	≈ 271 residents*	40	103
City of Ballwin	31,103 residents	5,775.87	12,625

\*Charleston Oaks Subdivision’s population is estimated based off of Meramec Township’s average population per household from 2019 ACS data, 2.63 persons per household, multiplied by the amount of households within the subdivision, 103 residences. Meramec Township’s inclusion into the equation is due to the fact that Charleston Oaks Subdivision makes up a portion of Meramec Township Precinct 43.

5. Community of Interest

The residents of the Charleston Oaks Subdivision have significant ties with Ballwin, MO. They are within the school boundaries of the Parkway School District, more specifically Oak Brook Elementary School, within Unincorporated St. Louis County adjacent to Ballwin’s boundaries, and a school attended by many youth in the surrounding subdivisions within Ballwin’s southeastern city limits and they have the option of a local private elementary school through the Holy Infant School, within Ballwin’s boundaries. The residents receive mail from the Ballwin Post Office, located less than three miles from their subdivision.

6. List of Subdivisions:

Charleston Oaks Subdivision is the only subdivision included in this proposal and comprises a small portion of the large unincorporated pocket. There will be no splitting of the subdivision as a result of this annexation proposal.



7. Addressing Compactness of the Proposed Annexation:

- a. There is only one (1) street connection into Charleston Oaks Subdivision: Charleston Oaks Drive to Big Bend Road, which is directly adjacent to Ballwin's current boundaries, Big Bend Road has a large route through Ballwin and connects directly to the City Limit without any barriers between.
- b. Charleston Oaks Subdivision is highly accessible, and their small population will incur no major impact on the efficiency of the delivery of our services.
- c. There are no natural or manmade barriers that would impede efficiency of delivery of service to this subdivision.

8. Acreage of Proposed Annexation Area vs. Total Combined Area Affected by Annexation:

As shown above under #4, the proposed annexation area is fairly small, amounting to approximately seven-tenths (0.7) of a percent of the acreage of Ballwin's current boundaries.

The combined total in the event of successful annexation of Charleston Oaks Subdivision into the City of Ballwin would amount to approximately 5,816 acres.

9. Extent of Boundary Adjacency:

The Charleston Oaks Annexation Area has a perimeter of approximately 5,314 linear feet, the coterminous boundary shared with Ballwin is 1,333 linear feet to the midline of Ries Rd. The portion of the total perimeter shared with Ballwin is 25.01%, complying with State Law requiring a minimum of 15% shared boundary between the proposed annexation and the municipality seeking said annexation.

10. Stranding Parcels in Unincorporated St. Louis County:

This annexation intends to act as the first attempt to begin parsing off portions of Unincorporated St. Louis County which have high accessibility to Ballwin, no portion of Charleston Oaks Subdivision would be left out of this annexation attempt.

11. Municipal Expansion Plans:

Pursuant to the 2018 Map Plans submitted to the St. Louis County Boundary Commission at the beginning of this Annexation Period, this subdivision is part of a 490 acre area of Unincorporated St. Louis County to the south of Big Bend Road between Ballwin’s city limits along New Ballwin Road and Sulphur Springs, bordered to the south by Castlewood State Park and Fern Glen, which have no other municipalities beyond Ballwin who staked a claim to annex for the current 5-year period. The logic behind this annexation in regards to our future plans lies squarely within the fact that Ballwin’s current annexation goals include helping to close up the surrounding pockets of Unincorporated St. Louis County along our borders.

Financial:

- 1. Tax Rate Changes:
  - a. Real Estate Tax: There will be no change to current real estate tax payments.
  - b. Sales Tax: Residents will see a 1% higher sales tax on the purchase of vehicles. Saint Louis County collects a 7.738% sales tax, whereas Ballwin collects an 8.738% sales tax.
  - c. Personal Property Tax: Ballwin has no personal property tax.
  - d. Utility Tax: Residents will see a 2% higher utility tax. St. Louis County collects a 5% utility tax, whereas Ballwin collects a 7% utility tax.

2. Table of Revenues and Expenditures:

Year	Revenues	Expenditures
2023	\$63,757	\$10,215
2024	\$63,885	\$10,521
2025	\$64,012	\$10,837

3. Table of Revenues, Expenditures and Fund Balance History:

Year	Revenues	Expenditures	Fund Balance
2020	\$20,318,207	\$17,466,174	\$16,073,560
2021	\$21,853,073	\$17,812,655	\$21,090,162
2022	\$22,993,482	\$20,753,253	\$15,232,503

4. Combined Table of Revenues and Expenditures Projections:

Year	Revenues	Expenditures
2023	\$21,590,935	\$21,146,539
2024	\$21,767,332	\$21,562,888
2025	\$21,937,253	\$22,043,416

5. Capital Improvement Projects:

The street infrastructure of the annexation area has been reviewed by the City of Ballwin’s Public Works Department. The City of Ballwin recognizes that annexation carries the responsibility of maintaining all public streets and sidewalks. Currently, there are 289 slabs in Charleston Oaks, with the average cost for slab replacement estimated at approximately \$1,762.56 per slab. Unless an emergency situation arises, the annexation area would begin to see street maintenance beginning the fiscal year following the date of annexation with consideration towards street condition and budget constraints.

6. Extraordinary Effect:

There will be no extraordinary effect on the distribution of tax resources in St. Louis County arising from this annexation.

7. Table of Redirected Revenue Sources:

Tax Type	Amount
Public Safety tax	\$15,906
Utility tax	\$25,956
Vehicle sales tax	\$4,415
Motor Fuel tax	\$7,639
Motor Vehicle fees	\$1,348
Road/Bridge tax	\$7,868
Permits	\$625

8. Impact Fee Assessment:

New residential developments are assessed as a recreational impact fee. This is based upon the number of dwelling units or lots being created in the new development. At this time, there is no impact expected as the subdivision is completely developed.

9. Traffic Generation Assessment:

Ballwin will allow St. Louis County to collect any Traffic Generation Assessment it is due from this area. Ballwin has no policies or ordinances which prohibit participation in the TGA program.

10. Subdivision Escrow Accounts:

Ballwin has no policies or ordinances that would affect existing subdivision escrow accounts held by St. Louis County. In past instances of annexation, where such accounts are held, Ballwin has worked with the County to facilitate releases and final subdivision acceptance. There have been no problems or negative consequence to this process.

11. Impacts on Tax Base and Revenue Generation:

- a. Area Subject to Boundary Change: The annexation should have no impact on the ability of the annexing area to raise revenues. Ballwin can envision no organization that would be impacted. No organization having any jurisdiction in the area other than the County would cede any taxing jurisdiction as a result of the annexation.
- b. Existing Municipality and its Residents: There will be no impact on Ballwin or its residents relative to either's ability to raise revenues. Ballwin has the ability to assess taxes under the provisions of state law for cities of the fourth class. This will not be impacted.
- c. Adjoining Areas and Residents Outside of the Annexation: There will be no impact from a tax base or revenue generation perspective on the residents or the area adjacent to, but outside of, the proposed annexation.
- d. Entire Geographic Area of the County and its Residents: There will be nominal impact from a tax base or revenue generation perspective on the residents or the entire geographic area of the County. Most of the revenues that come to governmental jurisdictions providing municipal services are based on population or the number of dwelling units. There will be a redistribution of revenues between Ballwin and the county upon the change of jurisdiction, but the overall impact on tax base and revenue generation will be virtually nil.

Services:



## 1. List of Municipal Services and Providers:

Service	Present Provider	Post-Annexation Provider	Fee	In-House	Contract
Legislation	County	Ballwin	No	x	
Administration	County	Ballwin	No	x	
Police	County	Ballwin	No	x	
Parks & Rec.	Private	Ballwin	Some	x	
Solid Waste**	Private	Ballwin	Yes		x
Recycling	Private	Ballwin	No		x
Leaf Pickup	Private	Ballwin	No	x	
Code Enforcement	County	Ballwin	No	x	
Planning & Zoning	County	Ballwin	No	x	
Street Lighting	Subdivision	Ameren UE	No		x
New Street Lights	Private	Ballwin	No		x
Street Maintenance*	County	Ballwin	No	x	
Snowplowing	County	Ballwin	No	x	
Sidewalk Maintenance*	County	Ballwin	No	x	
New Sidewalks*	County	Ballwin	No	x	
Municipal Court	County	Ballwin	No	x	
Fire Protection	District	District	N/A	N/A	
Utilities					
Electric	Ameren UE	Ameren UE	N/A	N/A	
Water	Missouri American Water Co.	Missouri American Water Co.	N/A	N/A	
Sewer	MSD	MSD	N/A	N/A	
Social Services	County/State	County/State	No	x	
Public School	District	District	N/A	N/A	
Library	County	County	N/A	N/A	

\* Except in emergency situations, major street maintenance and upgrades in annexed areas will not begin sooner than the beginning of the fiscal year following the effective date of the annexation and will be performed in accordance with Ballwin's existing procedure. Based on budget constraints and regular citywide surveys of roadway conditions, an annual listing of the roadways most in need of work is prepared for each Ward for the annual work program. Sidewalk repairs are approached in the same manner as street repairs. All efforts are made to monitor and correct deterioration as soon as it is discovered.

\*\* Use of Ballwin's trash removal contract cannot be required for two years following the effective date of the annexation, but the rate will be made available on a voluntary basis sooner.

## 2. Barriers to Efficient Delivery of Services:

There are no barriers that will impede the efficient delivery of services to the area proposed for annexation.

3. Effective Date of Service Provision:

With the exception of trash removal services, which are otherwise regulated by state law, Ballwin will provide all services upon the effective date of the annexation. In the case of seasonal services, such as leaf removal and snowplowing services will be provided as needed or according to the service schedule in effect across the City.

Zoning/Land Use:

1. Percentage of Land Use:

Land Use	Acres	Percentage
Commercial	0.00	0.00%
Industrial	0.00	0.00%
Institutional/ Governmental	0.00	0.00%
Single-Family Residential	33.27	83.18%
Multi-Family Residential	0.00	0.00%
Vacant	6.73	16.82%
Total	40.00	100.00%

2. Zoning Maps: Located in Appendix C

3. Zoning Change Description:

In the past, Ballwin has explained our position not to intend rushing into a rezoning of annexed areas. Any modern annexations have generally resulted in an eventual rezoning several months following the effective date of the annexation.

We would anticipate that the subdivision to be rezoned to Ballwin’s R-3 Single Family Zoning District.

4. Creation of Nonconformities

There will be no nonconformities developed as a result of the proposed zoning changes.

5. Regulations Impacting Annexation Area

Ballwin has a process that has been in place since 1971 for Occupancy Inspections to be undertaken as residences change owners. This program ensures safe and healthy inhabited structures, and is similar to programs the St. Louis County uses in certain designated neighborhoods. Many municipalities have also adopted similar programs.

6. Impact on Prospective Development

The area to be annexed is a largely developed subdivision with a low likelihood for any further development to occur in the near future. However, that stated, any development which might occur would be directly affected by the annexation. Development approvals will be subject to Ballwin procedures and not those of St. Louis County.

7. Code Compliance:

No developments are presently underway in Charleston Oaks Subdivision. However, any permits outstanding as of this date are typically completed by St. Louis County. Ballwin would then be asked to sign off on any final inspections jointly with the County. Any nuisance or similar complaints would be passed into Ballwin's care to be evaluated and responded to by Ballwin's capable Code Enforcement Inspectors.

8. Future Development (3 yrs.)

Ballwin does not anticipate any development of consequence in Charleston Oaks Subdivision in the foreseeable future. The area is largely developed with it being unlikely that future developments would occur in the vacant parcels. It should be additionally noted that should any future development occur while the subdivision exists under the proposed Ballwin R-4 zone, they would be required to conform to all regulations.

Summary:

In the past, Ballwin has occasionally pursued annexation without the invitation of the areas being proposed for annexation. Throughout the last three decades, however, it has been the philosophy of the City of Ballwin to not aggressively pursue annexation, but rather to give careful consideration to any group of people approaching the City with a wish to be annexed. It is also Ballwin's philosophy that anyone has the right to be part of the city as long as such an annexation does not negatively impact the overall quality of life enjoyed by all residents.





Bill No. 4127

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

INTRODUCED BY  
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS "CASCADES SUBDIVISION", AND PROVIDING FOR APPROVAL OF AN ANNEXATION PLAN AND A SIMPLIFIED BOUNDARY CHANGE PROPOSAL TO BE SUBMITTED TO THE ST. LOUIS COUNTY BOUNDARY COMMISSION FOR ITS CONSIDERATION.

WHEREAS, the City has received verified petitions signed by at least seventy-five percent (75%) of the registered voters within an area of land located in unincorporated St. Louis County referred to as "Cascades Subdivision" in the City of Ballwin's Annexation Map Plan submitted to the St. Louis County Boundary Commission, hereinafter referred to as "Cascades Subdivision"; and

WHEREAS, the area proposed to be transferred, referred to as "Cascades Subdivision", is predominantly residential in character and has an average residential density of not less than one dwelling unit per three (3) acres; and

WHEREAS, the Annexation Area proposed to be annexed constitutes an "unincorporated area" as that term is defined in Section 72.407.1(2) of the Revised Statutes of Missouri; and

WHEREAS, the City of Ballwin proposes to annex the property referred to as "Cascades Subdivision" into the City as a simplified boundary change pursuant to 72.405.6 of the Revised Statutes of the State of Missouri; and

WHEREAS, the City has developed a Plan of Intent to be submitted to the St. Louis County Boundary Commission for approval of the simplified boundary change of the area referred to as "Cascades Subdivision" by the City setting forth, among other things, the various impacts of the boundary change proposal, a legal description of the Annexation Area, proposed time schedule for the provision of the services to the Annexation Area, the current tax rates, the revenue sources, the effect of the simplified boundary change on St. Louis County resource distribution, the proposed zoning, and the effective date of the proposed Annexation.

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

Section 1. The City will seek the inclusion of the Cascades Subdivision within the City's limits through a simplified boundary change proposal as being in the best interest of the City of Ballwin, the unincorporated area subject to the simplified boundary change proposal and the area adjacent to the unincorporated area subject to the proposed simplified boundary change.



Section 2. The City has caused to be prepared a Plan of Intent for submission to the St. Louis County Boundary Commission, wherein the City has described and analyzed:

- a) The verified petitions signed by the property owners;
- b) The various impacts of the boundary change proposed;
- c) The ability to accommodate the orderly incorporation in the city;
- d) Legal description of the Cascades Subdivision;
- e) Present level of major services provided by the City and St. Louis County and proposed to be provided to the Cascades Subdivision;
- f) Proposed time schedule for the provision of services to Cascades Subdivision;
- g) Current tax rates;
- h) Revenue sources;
- i) Effect of boundary change on St. Louis County resource distribution;
- j) Proposed zoning;
- k) Compactness of the Annexation Cascades Subdivision; and
- l) Effective date of the proposed transfer.

Section 3. The City is well prepared to effectuate the simplified boundary change of the Cascades Subdivision as described in the Plan of Intent, which the City hereby adopts. The Plan of Intent, a certified copy of this Ordinance and all other information deemed necessary to the St. Louis County Boundary Commission, shall be submitted to the St. Louis County Boundary Commission for its consideration and approval.

Section 4. 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**

**Draft of the Submittal to St. Louis  
County Boundary Commission for the  
Annexation of Cascades Subdivision**

**By  
City of Ballwin, Missouri**



**Submitted to the Boundary Commission, St. Louis County**

**Date TBD**

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# Section 1: Executive Summary

Ballwin is now within our 72<sup>nd</sup> year as a municipality of the State of Missouri, having been formally incorporated in December of 1950. Initially a village, our status as a City of the Fourth Class was voted in by our residents in 1958, and it continues to stand today. We started out with a population of 850 people but over time, through the growth of our boundaries and migration to West County, our population has grown to 31,103 people, where it has remained fairly steady for the last two decades. Since incorporation, Ballwin has accepted twenty-eight annexations. Together, these have more than quadrupled Ballwin’s territory and allowed an approximately 35-fold increase in population over a period of nearly seven decades. The past success of annexation has been such that we continue to embrace it to this day. We always ensure that no annexation be undertaken which is judged to negatively impact the quality of life for all residents of Ballwin.

The Cascades Annexation Area is adjacent to the southeastern part of the City of Ballwin. This approximately 23.3 acre subdivision is bounded by the City limits of the City of Ballwin to the north and the Unincorporated St. Louis County to the east, west, and south. The area has existed as a portion of a large unincorporated pocket which exists between Ballwin, Wildwood, Manchester, Valley Park and Twin Oaks. The annexation area is mostly developed at this time.

The Cascades Subdivision contains 105 parcels, upon which 43 are developed for multi-family housing units and 52 are developed for single-family housing units. The intensity of development in Cascades Subdivision, as measured in dwelling units and people per acre, is uniquely more variable throughout the subdivision’s plats than that which one would normally find in Ballwin due to an intermingling of both single and multi-family housing. Currently, the land use in the Cascades is zoned St. Louis County’s R-4 single-family, and this is expected to be re-evaluated to conform to Ballwin’s zoning code.

Ballwin proposes to provide the same full complement of municipal services to this area that we provide to the present City. This includes, but is not limited to, able policing, roadway maintenance, parks and recreation, and general administrative services. Residency in the City of Ballwin was initially discussed with the residents of Cascades Subdivision in 2019, but further discussion was hampered by the coronavirus pandemic.



## Section 2: Plan of Intent

### Geographic:

1. General Description:

The Cascades Annexation Area proposed with this submittal for annexation into the City of Ballwin lies adjacent to Ward 1, south of Big Bend Road, positioned at the southeastern corner of the Big Bend Road/Ries Road intersection. The area is generally bounded by Unincorporated St. Louis County to the west, east and south, and The City of Ballwin to the north.

2. Map of Proposed Annexation Area: Located in Appendix A

3. Map of Ballwin with annexation area and surrounding municipalities: Located in Appendix B

4. Demographic and Geographic Information

	Population (2020)	Land Area (Acres)	Dwelling Units (2020)
Cascades Subdivision	≈ 250 residents*	23.3	95
City of Ballwin	31,103 residents	5,775.87	12,625

\*Cascades Subdivision’s population is estimated based off of Meramec Township’s average population per household from 2019 ACS data, 2.63 persons per household, multiplied by the amount of households within the subdivision, 95 residences. Meramec Township’s inclusion into the equation is due to the fact that Cascades Subdivision makes up a portion of Meramec Township Precinct 43.

5. Community of Interest

The residents of the Cascades Subdivision have significant ties with Ballwin, MO. They are within the school boundaries of the Parkway School District, more specifically Oak Brook Elementary School, within Unincorporated St. Louis County adjacent to Ballwin’s boundaries, and a school attended by many youth in the surrounding subdivisions within Ballwin’s southeastern city limits and they have the option of a local private elementary school through the Holy Infant School, within Ballwin’s boundaries. The residents receive mail from the Ballwin Post Office, located less than three miles from their subdivision.

6. List of Subdivisions:

Cascades Subdivision is the only subdivision included in this proposal and comprises a small portion of the large unincorporated pocket. There will be no splitting of the subdivision as a result of this annexation proposal.

7. Addressing Compactness of the Proposed Annexation:



- a. There are only three (3) street connections into Cascades Subdivision: Cascade Lake Court to Big Bend Road, which is directly adjacent to Ballwin's current boundaries, Cascade Circle Drive and Cascade Terrace Drive, both to Ries Road, a roadway which has a large route through Ballwin and connects directly between these street connections and the City Limit at the Big Bend intersection without any barriers between.
- b. Cascades Subdivision is highly accessible, and their small population will incur no major impact on the efficiency of the delivery of our services.
- c. There are no natural or manmade barriers that would impede efficiency of delivery of service to this subdivision.

8. Acreage of Proposed Annexation Area vs. Total Combined Area Affected by Annexation:

As shown above under #4, the proposed annexation area is fairly small, amounting to approximately four-tenths (0.4) of a percent of the acreage of Ballwin's current boundaries.

The combined total in the event of successful annexation of Cascades Subdivision into the City of Ballwin would amount to approximately 5,800 acres.

9. Extent of Boundary Adjacency:

The Cascades Annexation Area has a perimeter of approximately 4,345.6 linear feet, the coterminous boundary shared with Ballwin is 739 linear feet to the midline of Ries Rd. The portion of the total perimeter shared with Ballwin is 17.01%, complying with State Law requiring a minimum of 15% shared boundary between the proposed annexation and the municipality seeking said annexation.

10. Stranding Parcels in Unincorporated St. Louis County:

No portion of Cascades Subdivision would be left out of this annexation attempt and no portions of Unincorporated St. Louis County would be made an island resulting from the positive approval of this annexation.

11. Municipal Expansion Plans:

Pursuant to the 2018 Map Plans submitted to the St. Louis County Boundary Commission at the beginning of this Annexation Period, this subdivision is part of a 490 acre area of Unincorporated St. Louis County to the south of Big Bend Road between Ballwin’s city limits along New Ballwin Road and Sulphur Springs, bordered to the south by Castlewood State Park and Fern Glen, which have no other municipalities beyond Ballwin who staked a claim to annex for the current 5-year period. The logic behind this annexation in regards to our future plans lies squarely within the fact that Ballwin’s current annexation goals include helping to close up the surrounding pockets of unincorporated St. Louis County along our borders.

Financial:

1. Tax Rate Changes:
- a. Real Estate Tax: There will be no change to current real estate tax payments.

b. Sales Tax: Residents will see a 1% higher sales tax on the purchase of vehicles. Saint Louis County collects a 7.738% sales tax, whereas Ballwin collects an 8.738% sales tax.

c. Personal Property Tax: Ballwin has no personal property tax.

d. Utility Tax: Residents will see a 2% higher utility tax. St. Louis County collects a 5% utility tax, whereas Ballwin collects a 7% utility tax.

2. Table of Revenues and Expenditures:

Year	Revenues	Expenditures
2022	\$39,900	\$8,333
2023	\$39,980	\$8,583
2024	\$40,060	\$8,840

3. Table of Revenues, Expenditures and Fund Balance History:

Year	Revenues	Expenditures	Fund Balance
2020	\$20,318,207	\$17,466,174	\$16,073,560
2021	\$21,853,073	\$17,812,655	\$21,090,162
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4. Combined Table of Revenues and Expenditures Projections:

Year	Revenues	Expenditures
2023	\$21,590,935	\$21,146,539
2024	\$21,767,332	\$21,562,888
2025	\$21,937,253	\$22,043,416

5. Capital Improvement Projects:

The street infrastructure of the annexation area has been reviewed by the City of Ballwin’s Public Works Department. The City of Ballwin recognizes that annexation carries the responsibility of maintaining all public streets and sidewalks. Currently, there are 180 slabs in the Cascades, with the average cost for slab replacement estimated at approximately \$1,762.56 per slab. Unless an emergency situation arises, the annexation area would begin to see street maintenance beginning the fiscal year following the date of annexation with consideration towards street condition and budget constraints.

6. Extraordinary Effect:

There will be no extraordinary effect on the distribution of tax resources in St. Louis County arising from this annexation.

7. Table of Redirected Revenue Sources:

Tax Type	Amount
Public Safety tax	\$12,371
Utility tax	\$12,348
Vehicle sales tax	\$3,532
Motor Fuel tax	\$5,942
Motor Vehicle fees	\$1,048
Road/Bridge tax	\$4,159
Permits	\$500

8. Impact Fee Assessment:

New residential developments are assessed as a recreational impact fee. This is based upon the number of dwelling units or lots being created in the new development. At this time, there is no impact expected as the subdivision is completely developed.

9. Traffic Generation Assessment:

Ballwin will allow St. Louis County to collect any Traffic Generation Assessment it is due from this area. Ballwin has no policies or ordinances which prohibit participation in the TGA program.

10. Subdivision Escrow Accounts:

Ballwin has no policies or ordinances that would affect existing subdivision escrow accounts held by St. Louis County. In past instances of annexation, where such accounts are held, Ballwin has worked with the County to facilitate releases and final subdivision acceptance. There have been no problems or negative consequence to this process.

11. Impacts on Tax Base and Revenue Generation:

- a. Area Subject to Boundary Change: The annexation should have no impact on the ability of the annexing area to raise revenues. Ballwin can envision no organization that would be impacted. No organization having any jurisdiction in the area other than the County would cede any taxing jurisdiction as a result of the annexation.
- b. Existing Municipality and its Residents: There will be no impact on Ballwin or its residents relative to either's ability to raise revenues. Ballwin has the ability to assess taxes under the provisions of state law for cities of the fourth class. This will not be impacted.
- c. Adjoining Areas and Residents Outside of the Annexation: There will be no impact from a tax base or revenue generation perspective on the residents or the area adjacent to, but outside of, the proposed annexation.
- d. Entire Geographic Area of the County and its Residents: There will be nominal impact from a tax base or revenue generation perspective on the residents or the entire geographic area of the County. Most of the revenues that come to governmental jurisdictions providing municipal services are based on population or the number of dwelling units. There will be a redistribution of revenues between Ballwin and the county upon the change of jurisdiction, but the overall impact on tax base and revenue generation will be virtually nil.



## Services:

## 1. List of Municipal Services and Providers:

Service	Present Provider	Post-Annexation Provider	Fee	In-House	Contract
Legislation	County	Ballwin	No	x	
Administration	County	Ballwin	No	x	
Police	County	Ballwin	No	x	
Parks & Rec.	Private	Ballwin	Some	x	
Solid Waste**	Private	Ballwin	Yes		x
Recycling	Private	Ballwin	No		x
Leaf Pickup	Private	Ballwin	No	x	
Code Enforcement	County	Ballwin	No	x	
Planning & Zoning	County	Ballwin	No	x	
Street Lighting	Subdivision	Ameren UE	No		x
New Street Lights	Private	Ballwin	No		x
Street Maintenance*	County	Ballwin	No	x	
Snowplowing	County	Ballwin	No	x	
Sidewalk Maintenance*	County	Ballwin	No	x	
New Sidewalks*	County	Ballwin	No	x	
Municipal Court	County	Ballwin	No	x	
Fire Protection	District	District	N/A	N/A	
Utilities					
Electric	Ameren UE	Ameren UE	N/A	N/A	
Water	Missouri American Water Co.	Missouri American Water Co.	N/A	N/A	
Sewer	MSD	MSD	N/A	N/A	
Social Services	County/State	County/State	No	x	
Public School	District	District	N/A	N/A	
Library	County	County	N/A	N/A	

\* Except in emergency situations, major street maintenance and upgrades in annexed areas will not begin sooner than the beginning of the fiscal year following the effective date of the annexation and will be performed in accordance with Ballwin's existing procedure. Based on budget constraints and regular citywide surveys of roadway conditions, an annual listing of the roadways most in need of work is prepared for each Ward for the annual work program. Sidewalk repairs are approached in the same manner as street repairs. All efforts are made to monitor and correct deterioration as soon as it is discovered.

\*\* Use of Ballwin's trash removal contract cannot be required for two years following the effective date of the annexation, but the rate will be made available on a voluntary basis sooner.

## 2. Barriers to Efficient Delivery of Services:



There are no barriers that will impede the efficient delivery of services to the area proposed for annexation.

3. Effective Date of Service Provision:

With the exception of trash removal services, which are otherwise regulated by state law, Ballwin will provide all services upon the effective date of the annexation. In the case of seasonal services, such as leaf removal and snowplowing services will be provided as needed or according to the service schedule in effect across the City.

Zoning/Land Use:

1. Percentage of Land Use:

Land Use	Acres	Percentage
Commercial	0.00	0.00%
Industrial	0.00	0.00%
Institutional/ Governmental	0.00	0.00%
Single-Family Residential	4.24	18.20%
Multi-Family Residential	2.40	10.30%
Vacant	16.66	71.50%
Total	23.30	100.00%

2. Zoning Maps: Located in Appendix C

3. Zoning Change Description:

In the past, Ballwin has explained our position not to intend rushing into a rezoning of annexed areas. Any modern annexations have generally resulted in an eventual rezoning several months following the effective date of the annexation.

We would anticipate that the subdivision could possibly be rezoned to Ballwin’s R-4 for its appropriate setbacks largely due to the subdivision’s mixture of single family and multi family dwelling units. Ballwin’s R-4 zoning is permitting of both forms of residence.

4. Creation of Nonconformities

10 parcels made up of 5 structures, (2 multi-family and 3 single family), encroach upon the 60 foot setback required between a structure and all public right of ways required under the R-4 zone.

5. Regulations Impacting Annexation Area

Ballwin has a process that has been in place since 1971 for Occupancy Inspections to be undertaken as residences change owners. This program ensures safe and healthy inhabited structures, and is similar to programs the St. Louis County uses in certain designated neighborhoods. Many municipalities have also adopted similar programs.

#### 6. Impact on Prospective Development

The area to be annexed is a largely developed subdivision with a low likelihood for any further development to occur in the near future. However, that stated, any development which might occur would be directly affected by the annexation. Development approvals will be subject to Ballwin procedures and not those of St. Louis County.

#### 7. Code Compliance:

No developments are presently underway in Cascades Subdivision. However, any permits outstanding as of this date are typically completed by St. Louis County. Ballwin would then be asked to sign off on any final inspections jointly with the County. Any nuisance or similar complaints would be passed into Ballwin's care to be evaluated and responded to by Ballwin's capable Code Enforcement Inspectors.

#### 8. Future Development (3 yrs.)

Ballwin does not anticipate any development of consequence in Cascades Subdivision in the foreseeable future. The area is largely developed with it being unlikely that future developments would occur in the vacant parcels. It should be additionally noted that should any future development occur while the subdivision exists under the proposed Ballwin R-4 zone, they would be required to conform to all regulations.

#### Summary:

In the past, Ballwin has occasionally pursued annexation without the invitation of the areas being proposed for annexation. Throughout the last three decades, however, it has been the philosophy of the City of Ballwin to not aggressively pursue annexation, but rather to give careful consideration to any group of people approaching the City with a wish to be annexed. It is also Ballwin's philosophy that anyone has the right to be part of the city as long as such an annexation does not negatively impact the overall quality of life enjoyed by all residents.



## INTRODUCED BY

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

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AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A DECLARATION OF DEED RESTRICTION FOR NEW BALLWIN PARK.

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**WHEREAS**, the City of Ballwin was selected as a 2020 grant recipient for the Land and Water Conservation Grant Program, in order to partially fund the renovation of facilities at New Ballwin Park; and

**WHEREAS**, the Land and Water Conservation Fund Act and federal regulations require perpetual stewardship of New Ballwin Park as a recreational facility, consistent with the terms of the grant; and

**WHEREAS**, the City of Ballwin is required to record a Deed Restriction, affirming the City's obligation to operate New Ballwin Park in a manner consistent with federal regulations, in perpetuity and setting forth the potential remedies for noncompliance.

**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 is authorized to execute the Declaration of Deed Restriction attached hereto as Exhibit 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**

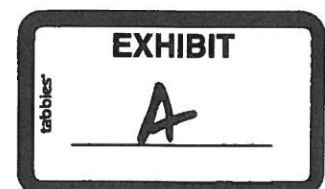
Space above line reserved for recorder's use

DECLARATION OF DEED RESTRICTION

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by City of Ballwin, Missouri, 1 Government Center, Ballwin, Missouri 63011 (hereinafter referred to as "Grantor"). Grantor hereby declares that the below-described real property ("Property") is and shall be held transferred, sold, and conveyed subject to the following conditions and restrictions in accordance with the covenants made for the award of grant funds in Project 29-01723 administered by the Missouri Department of Natural Resources ("Grantee"), P.O. Box 176, Jefferson City, MO 65102, through funds made available by the United States Grantee of Interior, National Park Service, Land and Water Conservation Fund (LWCF):

A tract of land in the East ½ of the Northeast ¼ of the Southwest ¼ of Section 3, Township 44 North, Range 4 East, being more particularly described as follows: Beginning at the Southwest corner of the tract of land acquired by Union Electric Company by deed recorded in Book 6685 at Page 1133 of the Deed Records of St. Louis County, Missouri; thence South 89° 30' 26" East 435.18 feet to a point; thence North 00° 45' 00" East 505.00 feet to a point; thence North 89° 22' 26" East to the West lone of said Union Electric Company land; thence, along said West line, South 01° 21' 33" East to the point of beginning.

In accordance with the LWCF grant award and 2 CFR 200.316, the Property has been improved with grant funds and must be held in trust as trustees for the beneficiaries of the program funds used to develop the Property by limiting use of the Property to outdoor recreational use, and maintaining and operating the Property consistent with 43 CFR Part 17 (civil rights laws), in perpetuity. This Declaration shall be binding upon Grantor and Grantor's heirs, successors, assigns and other transferees in interest (hereinafter "Transferees"), and shall run with the land. Each instrument hereafter conveying any interest in the Property or any





portion of the Property, shall contain a notice of this Declaration. Grantor, on its behalf and on behalf of all Transferees, grants to the Grantee's representatives the right of access at reasonable times in a reasonable manner for the purpose of inspection to determine compliance with these limitations.

Any act, conveyance, contract, or authorization by Grantor or Transferee, whether written or oral which would cause to be used, or would permit use of, the Property contrary to the terms of this Declaration, will be deemed a violation and breach. In accordance with the terms and conditions of the LWCF award, such other use without prior approval may constitute a conversion that will require purchase of replacement property. Proposals related to any portion of the Property for a different use must be approved in advance by National Park Service. Requests may be directed to Missouri Department of Natural Resources, Division of State Parks, attn.: Grants Management.

Failure to timely identify or enforce compliance with these activity and use limitations shall not bar subsequent enforcement or be deemed a waiver of right to take action. If any provision of this Declaration is found to be unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_day of \_\_\_\_\_, 2022.

CITY OF BALLWIN, MISSOURI

By: \_\_\_\_\_ Date: \_\_\_\_\_  
TIM POGUE, MAYOR

STATE OF MISSOURI

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared Tim Pogue to me personally known, who, being by me duly sworn, did say that he is the Mayor of Ballwin, Missouri, and that the foregoing instrument is acknowledged to be the free act and deed of the Grantor, and has been executed for the purposes stated herein.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name or seal

My Commission expires:





Bill No. 4129

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

INTRODUCED BY

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

---

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN, MISSOURI, TO EXECUTE THE MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT FOR FISCAL YEARS 2021-2023; AND SUPPLEMENTAL AGREEMENTS THERETO WITH ST. LOUIS COUNTY WITH REGARD TO THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 AS AMENDED.

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BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BALLWIN AS FOLLOWS:

Section 1. The Mayor of the City of Ballwin, Missouri, is hereby authorized to execute for and on behalf of the City of Ballwin, the Municipal Housing and Community Development Cooperation Agreement for Fiscal Years 2021-2023 (attached hereto as Exhibit A) and Supplemental Agreements thereto as may be required by law with regard to the Housing and Community Development Act of 1974 as amended.

Section 2. This Ordinance shall be in full force and effect 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*

**MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT  
COOPERATION AGREEMENT  
FOR FISCAL YEARS 2021-2023**

***THIS MUNICIPAL HOUSING AND COMMUNITY DEVELOPMENT COOPERATION AGREEMENT*** (hereinafter referred to as the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **ST. LOUIS COUNTY, MISSOURI**, (herein referred to as “County”), and the City of **Ballwin**, Missouri, (herein referred to as “Municipality”).

***WITNESSETH:***

***WHEREAS***, the United States Congress enacted the Housing and Community Development Act of 1974, as amended, (herein referred to as the “Act”) providing federal funds to units of local government for the purposes of developing urban communities and improving housing conditions and community services; and

***WHEREAS***, the Act recognizes that Municipality may enter into cooperation agreements with County in order to undertake community development activities with Municipality as authorized by Section 105 of the Act: and

***WHEREAS***, County and Municipality have enacted ordinances authorizing their chief executive officer to execute the Agreement and Supplemental Cooperation Agreements, and

***WHEREAS***, the provisions of Section 70.210 to Section 70.320 R.S.Mo. inclusive empower municipalities or political subdivisions to contract with each other for a common service and Section 2.180 of the 1979 County Charter provides that the

County Council may by ordinance authorize contracts between County and an incorporated area for a common service; and

**WHEREAS**, County and Municipality desire to undertake a cooperative community development program in accordance with the Act;

**NOW, THEREFORE**, County and Municipality mutually agree as follows:

1. County and Municipality hereby agree to cooperate to undertake, or assist in undertaking, community renewal, lower income housing assistance and emergency shelter activities, specifically urban renewal, publicly assisted housing and emergency shelters. Such activities are to be carried out by Municipality in accordance with County's Community Development Plan and Comprehensive Housing Affordability Strategy as submitted in County's Consolidated Plan provided to the U.S. Department of Housing and Urban Development (hereinafter referred to as "HUD"). Moreover, Municipality may undertake lower income housing activities authorized pursuant to the National Affordable Housing Act of 1990 (hereinafter referred to as "NAHA") and activities relating to emergency shelters in accordance with County's Consolidated Plan.

These community development, housing and emergency shelter activities will be carried out with funds received by County from annual Community Development Block Grants (hereinafter "CDBG") made pursuant to the Act, annual HOME allocations made pursuant to NAHA, from Emergency Solutions Grants Program funds, and from any program income generated from the expenditure of such funds.

Such funds shall be made available to Municipality for the purpose of undertaking community development activities, this AGREEMENT covering the

CDBG Entitlement Program, the HOME allocations made pursuant to NAHA, and the Emergency Solutions Grants program. Community development activities will be undertaken in accordance with the terms and conditions of the Agreement and Supplemental Cooperation Agreements. HOME funds will be made available through a public solicitation process to nonprofit and for profit development entities who desire to undertake activities as specified in the County's HOME Program Description. County has final responsibility for selecting eligible projects and filing annual Statements and Program Descriptions under the CDBG HOME, and Emergency Solutions Grants programs respectively.

2. Municipality, by the execution of the Agreement, agrees to have its demographic data as defined in Section 106 of the Act, included in the formula allocation of funds to the County. County agrees to include Municipality as a part of its Consolidated Plan to be submitted to HUD under the terms and conditions of the Act.

3. Funds allocated by HUD to County by reason of Municipality's execution of the Agreement shall be deposited with the County Treasurer in accordance with HUD Regulations and may be made available to Municipality for community development programs mutually agreed to by County and Municipality and covered by Supplemental Cooperation Agreements.

4. Municipality agrees to comply with any and all applicable provisions of the Act and any and all applicable regulations including Subpart K of 24 CFR 570 and guidelines pertaining heretofore or hereafter promulgated by HUD.

5. County and Municipality each agree to comply and act in conformance with, as well as, take all actions necessary to assure compliance with, County's

certification required by Section 104 (b) of Title I of the Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Section 109 of the Housing and Community Development Act of 1974, and other applicable laws and to affirmatively further fair housing.

By entering into this Agreement, Municipality affirms that it affirmatively furthers fair housing within its own jurisdiction, and further agrees that if Municipality impedes County's actions to comply with any fair housing certification the County may achieve, that County may cease funding for activities in or in support of Municipality under this Agreement. County shall not fund Municipality if Municipality does not affirmatively further fair housing.

6. Whenever Municipality uses CDBG funds in an amount of less than \$25,000 in whole or in part to acquire or improve real property, Municipality shall inform County in a timely manner of any modification or change in use of the real property from that planned at the time of acquisition or improvements by municipality, including property disposition. If Municipality sells or transfers such property, Municipality shall reimburse County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures on non-CDBG funds).

Municipality agrees that any real property under Municipality's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:

- (i) Used to meet one of the national objectives in 570.208 until five years after expiration of the agreement, or such longer period of time as determined appropriate by the County; or
- (ii) Is disposed of in a manner which results in the County being reimbursed in the amount of the current fair market value of the



property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with (i) above.

Any program income generated from the disposition or transfer of property prior to or subsequent to the close-out or change of status, or termination of this Agreement shall be treated according to the provisions for program income applicable to CDBG's set out in the Code of Federal Regulations and the Agreement.

7. County, HUD, Comptroller General of the United states, or any other state or federal agency or their authorized representative shall be allowed the right of access to and the right to examine all books, records, documents, and other supporting documents involving any and all transactions and matters related to this contract at all times during which the provisions of the Agreement and Supplemental Cooperation Agreements are in effect and for such period of time that Municipality is required to preserve such records and documents under the provisions of the Act and all regulations adopted pursuant thereto. County and Municipality shall provide citizens with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

8. Municipality understands and agrees that all of the said community development activities undertaken by Municipality shall only be funded by monies received by County pursuant to the formula allocation as set forth in Section 106 of the Act, or unless received by special grant as determined by County.

9. Municipality shall inform County of any and all income generated by the expenditure of CDBG funds received by Municipality, from any source whatsoever. Such program income shall be returned to County.

In addition to program income, upon the expiration of this AGREEMENT, MUNICIPALITY shall transfer to COUNTY any accounts receivable attributable to the use of CDBG funds.

County and Municipality agree that County has the responsibility for monitoring and reporting to HUD on the use of any such program income. Accordingly, Municipality shall comply with such record keeping and reporting directions as may be required of Municipality by County for the specific purpose of allowing County to monitor program income and report to HUD concerning use of program income. In the event of a closeout or change in status of Municipality, any program income not yet paid to County, or disbursed to Municipality and on hand or received by Municipality subsequent to the closeout or change in status shall be paid to County.

10. County agrees to assume responsibility for the preparation of the Consolidated Plan in order to secure funds under the Act, and the administration, monitoring, and evaluation of the community development activities stipulated in Supplemental Cooperation Agreements.

11. Municipality certifies that the Community Development Grant as implemented by the Supplemental Cooperation Agreements gives maximum feasible priority to activities which benefit low or moderate income families, aid in the prevention or elimination of slums or blight, or are an urgent community

development need, but that not less than seventy percent (70%) of funds received shall be used for activities that benefit low and moderate income persons.

12. County and Municipality agree to undertake, begin, and complete the community development activities specified in Supplemental Cooperation Agreements in accordance with the Act, the rules, regulations, including subpart K of 24 CFR 570 and guidelines promulgated by HUD both now and in the future and in accordance with the terms and conditions specified in the Agreement and all Supplemental Cooperation Agreements, thereto, to-wit:

- A. Municipality agrees to establish and maintain on a current basis an adequate accrual accounting system in accordance with generally accepted accounting principles and standards.
- B. Municipality agrees to maintain books, records, documents, and other evidence of accounting procedures and practices, records of property purchased, and personnel and financial records, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred during the performance of the Agreement and Supplemental Cooperation Agreements. In addition, Municipality agrees to prepare and maintain such documents and reports as may be required by County for the preparation of reports required by the Act and HUD. Municipality agrees to preserve and make available the records as follows:

- (1) All documents for any program activity for a three year period following the submission of the last expenditure report.

- (2) For such longer period of time, if any, as is required by applicable federal or state statute, by regulation promulgated by HUD, by other clauses of the Agreements and supplemental cooperation agreements, or by (a) or (b) below:
- (a) Records which related to (i) appeals under the disputes clause of this Agreement, or (ii) litigation or the settlement of claims arising out of the performance of this Agreement, or (iii) unresolved audit findings shall be retained until such appeals, litigation, claims or audit proceedings have been concluded.
  - (b) If nonexpendable property has been acquired with the contract funds, the records pertaining to the acquisition of such property shall be retained for three years after its disposition or replacement or transfer. Electronic copies of original records may be kept in lieu of the original documents providing the administering agency has first authorized the substitution of the electronic copies in writing.

C. County will maintain books, records, documents, and other evidence of accounting procedures and practice sufficient to:

- (1) Reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred for the performance of the Agreement and Supplemental Cooperation Agreements.

D. Municipality agrees to conform its record keeping done in conjunction with the activities covered by the Agreement with the requirements of the Single Audit Act of 1984 and OMB A-133.

13. Changes in specific community development activities as outlined in Supplemental Cooperation Agreements may be requested from time to time either County or Municipality and, if mutually agreed upon by and between Municipality and County, shall be incorporated in a written amendment to the Supplemental Cooperation Agreement. If such changes include the undertaking of a new activity, Municipality shall provide citizens with an opportunity to

comment on such changes, consider any comments and, if municipality deems appropriate, modify the changes.

14. Funding available through the Supplemental Cooperation Agreements may be combined with funding from other sources in order to carry out activities stipulated in the Supplemental Cooperation Agreements. An executed contract or equivalent proof of such funding must be provided to and approved by County before disbursements of funds is authorized.

15. Municipality shall not expend or commit to expend program funds in excess of those funds authorized by the Supplemental Cooperation Agreements.

16. None of the work or services covered by the Agreement and Supplemental Cooperation Agreements shall be subcontracted without the prior written approval of County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of the Agreement and Supplemental Cooperation Agreements.

In the case of any subcontract for work with a private contractor concurred in by County, Municipality shall record and retain for three years from the date of final payment records pursuant to the St. Louis County Community Development Procedures Manual.

County and Municipality agree that County has the right and responsibility and may resolve disputes between Municipality and any contractor which contracts with Municipality for work performed pursuant to this Agreement, when County believes it is in the best interest of the Community Development Block Grant Program. Municipality and any of its contractors will be so informed of the



COUNTY's belief in writing by the Program Director of County's Office of Community Development. All contracts between MUNICIPALITY and any contractor performing work pursuant to this AGREEMENT shall contain a provision in accord with this section, but the failure of any such contracts to include such provision shall not vitiate the right of COUNTY to enforce the provision referred to in this section.

17. Municipality shall not assign any interest in the Agreement or Supplemental Cooperation Agreements and shall not transfer any interest in the same (whether by assignment or novation) without prior written consent of County thereto: provided, however, that claims for money due or to become due the Municipality from County under the Agreement and Supplemental Cooperation Agreements may be assigned to a bank, trust company, or other financial institution with written approval of the County.

*Furthermore, County and Municipality may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of general local government, or Indian tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.*

18. No member, officer, or employee of Municipality, or its designees or agents, and no other public official of the governing body of the locality in which the program is situated who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof,

for work to be performed in connection with the program assisted under the Agreement and Supplemental Cooperation Agreements. Municipality shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purposes of this section.

19. County and Municipality agree that the Agreement and all Supplemental Cooperation Agreements thereto shall remain in effect until CDBG funds and income received with respect to the three-year qualification period (and any successive qualification periods) are expended and the funded activities completed, and that COUNTY and MUNICIPALITY may not terminate or withdraw from this AGREEMENT while the AGREEMENT remains in effect.

20. Pursuant to 24 CFR 570.501(b), Municipality is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

21. Municipality hereby agrees that in conducting the program funded under the Act, no part of the program will involve political activities, and Municipality further agrees that neither the program nor the funds provided under the Agreement and Supplemental Cooperation Agreements, nor the personnel employed in the administration of the program shall be in any way or to any extent engaged in the conduct of political activities in contravention of Title 5, Chapter 15 of the United States Code.

22. County and Municipality agree to comply with the provisions of the National Environmental Policy Act of 1969, Executive Order 11988 and 24 CFR Part 52 insofar as the provisions of such act apply to the activities listed in Supplemental Cooperation Agreements. County will assume responsibility for

preparing Environmental Assessments and Environmental Impact Statements as required.

23. Municipality agrees to comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations in 24 CFR 42 as they apply to the activities listed in Supplemental Cooperation Agreements.

24. Municipality agrees to comply with 24 CFR Section 570.603: Labor Standards applicable to construction work financed in whole or in part with Community Development Block Grants.

25. The Agreement and Supplemental Cooperation Agreements are entered into subject to compliance by Municipality and County with all provisions of the Constitution and laws of the United States and the State of Missouri and with the Charter and Ordinances of St. Louis County and Municipality as the same shall apply hereunder.

26. Municipality shall comply with all applicable provisions of the Act rules, regulations, including subpart K of 24 CFR 470 and guidelines promulgated by the Secretary of the Department of Housing and Urban Development, and all applicable requirements imposed by HUD concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with Office of Management and Budget Circulars OMB A-87 and OMB A-133 and "Uniform Administrative Requirements For Grants and Cooperation Agreements to State and Local Governments" as are set out at 24 CFR Part 85 as per 570.502(a).

27. Municipality agrees to defend, protect, indemnify, and hold harmless the County from all attorneys' fees, costs, expenses, and damages arising directly and exclusively out of any failure of Municipality to comply with all applicable federal and state laws and regulations enacted in the future as the same may apply to the subject matter of the Agreement and Supplemental Cooperation Agreements and all claims, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees by reason of any injury to persons or property directly and exclusively caused by Municipality, its officers, agents, employees or independent contractors, in the performance of any of the community development activities authorized under the Act; provided, however, County shall notify Municipality in writing, and immediately upon receipt by County of any notice of claim asserted or to be asserted against County, arising out of any of the foregoing matters, and shall tender to Municipality the right to defend or control the defense of such claim, and shall fully cooperate with Municipality in attending hearings and trials, securing evidence, and obtaining the attendance of witnesses and in the conduct of any legal proceedings.

28. County and Municipality agree that should Municipality engage in any activity which leads to a finding by HUD that County make repayments of CDBG funds to HUD, the repayment will be made from the Municipality's allocation.

29. MUNICIPALITY agrees that it shall be the responsibility of MUNICIPALITY to ensure that all goods, services, and/or work procured and/or performed under this AGREEMENT shall conform to and be performed in compliance with the Americans With Disabilities Act of 1990. In any contract

between MUNICIPALITY and any firm, corporation, business or person providing services to MUNICIPALITY using funds emanating from this AGREEMENT or any supplemental agreement hereto, MUNICIPALITY agrees that such contracts shall obligate such firms, corporations, businesses or persons, in case of non-compliance, to replace the service and/or work performed in order to effect such compliance, or pay liquidated damages in the amount required to effect compliance.

30. MUNICIPALITY agrees that during the term of this AGREEMENT MUNICIPALITY shall not apply for grants under the Small Cities or State of Missouri CDBG Program.

MUNICIPALITY further agrees that it shall not participate in a HOME consortium except through COUNTY, regardless of whether COUNTY receives a HOME formula allocation.

MUNICIPALITY further agrees that it will only apply for, and that it will only receive its allocation of HOME Program funds and Emergency Solutions Grant funds, through COUNTY.

31. At the option of COUNTY, this AGREEMENT may be automatically renewed for participation in successive three-year qualification periods, unless MUNICIPALITY provides written notice that it elects not to participate in a new qualification period by the date specified in HUD's urban county qualification notice for the next qualification period, COUNTY shall notify MUNICIPALITY in writing of its right to make such election. Failure by either COUNTY or MUNICIPALITY to adopt such amendment to this AGREEMENT incorporating all changes necessary to meet the requirements for cooperation



agreements set forth in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendments to HUD as provided in the urban county qualification notice, will void the automatic renewal of such qualification period.

32. MUNICIPALITY hereby affirms that it has adopted and is enforcing:

- i. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and,
- ii. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within such jurisdictions.

*IN WITNESS WHEREOF*, the parties have signed this Agreement to be  
effective on the later of the dates below written.

**The City of Ballwin**

MUNICIPALITY

**ST. LOUIS COUNTY, MISSOURI**

by: \_\_\_\_\_

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

Chief Elected Official

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

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

Municipal Clerk

Approved as to legal form:

\_\_\_\_\_  
Municipal Attorney

by: \_\_\_\_\_

County Executive

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

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

Administrative Director

Approved:

\_\_\_\_\_  
Director Department of Human Services

***Affix Municipal Seal Here***

I hereby certify that balances sufficient to pay the contract sum remain in the appropriation accounts against which this obligation is to be charged, to the extent County continues to receive federal funds sufficient to pay contract sum, in accordance with Paragraph 20 of this Municipal Housing and Community Development Cooperation Agreement between Municipality and St. Louis County dated as referenced in Paragraph 5 of this Agreement.

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Accounting Officer

It is my opinion that the terms of this COOPERATION AGREEMENT are fully authorized under State and local law and that St. Louis County possesses full legal authority to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing. This document is approved as to legal form.

---

County Counselor



Bill No. ~~4400~~

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

INTRODUCED BY

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A 4(f) EXCEPTION FOR NEW BALLWIN PARK.

**WHEREAS**, the City of Ballwin is required by Federal Regulation to execute a 4(f) exception determination for a Transportation Enhancement Project at New Ballwin Park and easement documents in connection therewith.

**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 is authorized to execute the 4(f) exception determination attached hereto as Exhibit A and permanent and temporary easements, as needed, for the New Ballwin Road Overlay Project adjacent to New Ballwin Park.

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*



On Behalf of the Federal Highway  
Administration—Missouri Division

Section 7, Item g.

## Determination of Section 4(f) Exception as a Transportation Enhancement Project

August 2021 Version

**FHWA has identified various exceptions to the requirement for Section 4(f) approval. Complete this form if the project includes transportation enhancement activities or projects, and/or mitigation activities as described at §774.13(g)(1-2).**

COUNTY: St. Louis

ROUTE: New Ballwin Road

MODOT or LPA Job#: STP-5494(602)

NAME OF PROJECT: New Ballwin Road ARS Resurfacing

NAME OF SECTION 4(f) RESOURCE: New Ballwin Park

SPONSOR (if an LPA project): St. Louis County

NAME/TITLE/AGENCY OF PREPARER:

St. Louis County Department of Transportation & Public Works

DATE:

5/19/2022

### I. NEPA CLASSIFICATION

EIS ☐

EA ☐

CE2 ☐

PCE ☒

### II. SECTION 4(f) PROPERTY

**Describe the Section 4(f) property including the property boundary and the specific features that qualify the property for protection under Section 4(f). (23CFR§774.11 and 23CFR§774.17) If there is a management plan it may be necessary to refer to it to obtain the property boundary and features. Attach a location map and if needed, photographs to further depict property characteristics and conditions.**

New Ballwin Park is a City of Ballwin owned/maintained park that is designated for public use and serves the community of the City of Ballwin. Amenities in this 7 acre park include tennis courts, a multi-purpose court with four basketball goals, pickleball courts, a playground, a sand volleyball court, a pavilion, a walking path, and fishing area. Public access into the park may be achieved at the following location:

- 315 New Ballwin Road, Ballwin, MO 63021

A PDF copy of a location map has been included with this determination.



**III. USE OF SECTION 4(f) PROPERTY****Describe the scope of work and how it will impact the Section 4(f) property:**

The above noted project will provide an asphalt overlay of the existing pavement and updated pedestrian accommodations at the New Ballwin Road/New Ballwin Park Entrance intersection. Updated pedestrian accommodations will include new ADA compliant curb ramps and updated Accessible Pedestrian Signals.

Construction of these proposed enhancements will require the acquisition of one Temporary Slope Construction License covering approximately 0.084 acres. Please refer to the attached location map on Page 3 of this determination for an illustration of location and type of property rights needed for this project.

Please note that pedestrian and vehicular access to the park will be maintained to the greatest extent practicable during construction of the proposed enhancements.

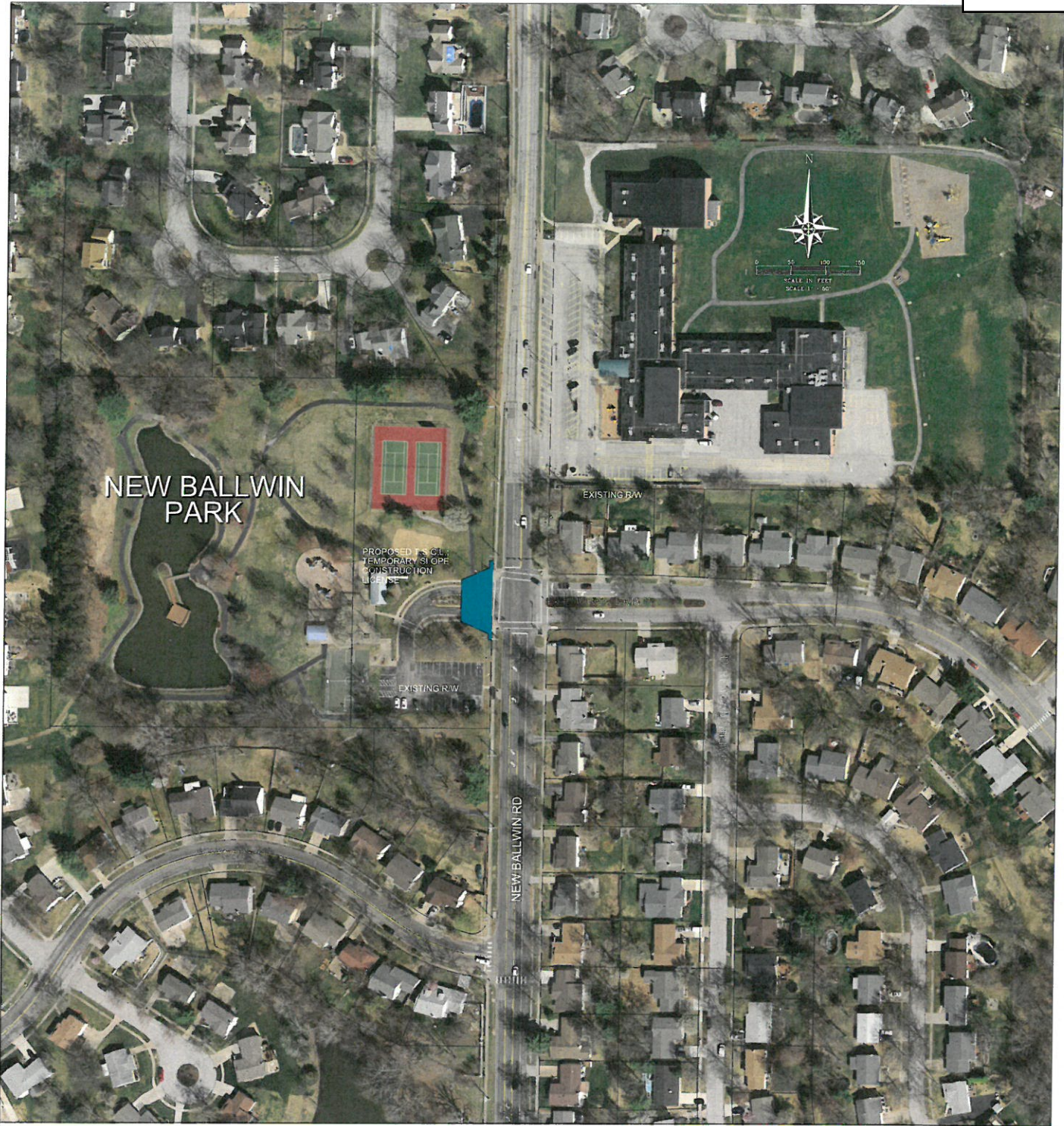
**IV. ENHANCEMENT CONDITIONS**

Read each statement below and check the corresponding box if the statement is true for this project. All boxes must be checked for the project use to meet the conditions of an Enhancement.

1.	The use of the Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection.	<input checked="" type="checkbox"/>
2.	The land being used will be fully restored, i.e., the property will be returned to a condition that is at least as good as that which existed prior to the project.	<input checked="" type="checkbox"/>
	Describe how the land will be restored:	
	<p>Upon completion of the proposed improvements, minor grading and sodding of any disturbed areas will occur. All work will be confined to the New Ballwin Road/New Ballwin Park Entrance intersection.</p>	
3.	The Official with Jurisdiction over the Section 4(f) resource concurs with the Enhancement determination by signing below:	<input checked="" type="checkbox"/>
	Signature/Title of Official with Jurisdiction:	Date:
	_____	_____

*This determination does not require FHWA approval/concurrence. Upload the completed form to the Request for Environmental Review (LPA project) or Request for Environmental Services (MoDOT project).*





LOCATION MAP

NEW BALLWIN PARK  
315 NEW BALLWIN RD  
ST. LOUIS COUNTY , MISSOURI





Bill No. 4131

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

INTRODUCED BY  
ALDERMEN UTT, FINLEY, STALLMANN, ROACH, FLEMING, LEAHY, SIEGEL, BULLINGTON

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF BALLWIN TO EXECUTE A 4(f) EXCEPTION FOR FERRIS PARK.

**WHEREAS**, the City of Ballwin is required by Federal Regulation to execute a 4(f) exception determination for a Transportation Enhancement Project at Ferris Park and easement documents in connection therewith.

**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 is authorized to execute the 4(f) exception determination attached hereto as Exhibit A and permanent and temporary easements, as needed, for the New Ballwin Road Overlay Project adjacent to Ferris Park.

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**



On Behalf of the Federal Highway  
Administration—Missouri Division

Section 7, Item h.

## Determination of Section 4(f) Exception as a Transportation Enhancement Project

August 2021 Version

**FHWA has identified various exceptions to the requirement for Section 4(f) approval. Complete this form if the project includes transportation enhancement activities or projects, and/or mitigation activities as described at §774.13(g)(1-2).**

COUNTY: St. Louis

ROUTE: New Ballwin Road

MODOT or LPA Job#: STP-5494(602)

NAME OF PROJECT: New Ballwin Road ARS Resurfacing

NAME OF SECTION 4(f) RESOURCE: Ferris Park

SPONSOR (if an LPA project): St. Louis County

NAME/TITLE/AGENCY OF PREPARER:

St. Louis County Department of Transportation & Public Works

DATE:

4/11/2022

### I. NEPA CLASSIFICATION

EIS ☐

EA ☐

CE2 ☐

PCE ☒

### II. SECTION 4(f) PROPERTY

Describe the Section 4(f) property including the property boundary and the specific features that qualify the property for protection under Section 4(f). (23CFR§774.11 and 23CFR§774.17) If there is a management plan it may be necessary to refer to it to obtain the property boundary and features. Attach a location map and if needed, photographs to further depict property characteristics and conditions.

Ferris Park is a City of Ballwin owned/maintained park that is designated for public use and serves the community of the City of Ballwin. Amenities in this 9 acre park include a recreational field, outdoor fitness structure, a playground, comfort station, nature trails, and a pavilion. Public access into the park may be achieved at the following location:

• 500 New Ballwin Road, Ballwin, MO 63021

A PDF copy of a location map has been included with this determination.



**III. USE OF SECTION 4(f) PROPERTY**

**Describe the scope of work and how it will impact the Section 4(f) property:**

The above noted project will provide an asphalt overlay of the existing pavement and updated pedestrian accommodations at the New Ballwin Road/Ferris Park Entrance intersection. Updated pedestrian accommodations will include new ADA compliant curb ramps only.

Construction of these proposed enhancements will require the acquisition of a Permanent Sidewalk Easement and Temporary Slope & Construction License (a.k.a. Temporary Construction Easement); covering approximately 0.002 acres and 0.018 acres, respectively. Please refer to the attached location map on Page 3 of this determination for an illustration of location and type of property rights needed for this project.

Please note that pedestrian and vehicular access to the park will be maintained to the greatest extent practicable during construction of the proposed enhancements.

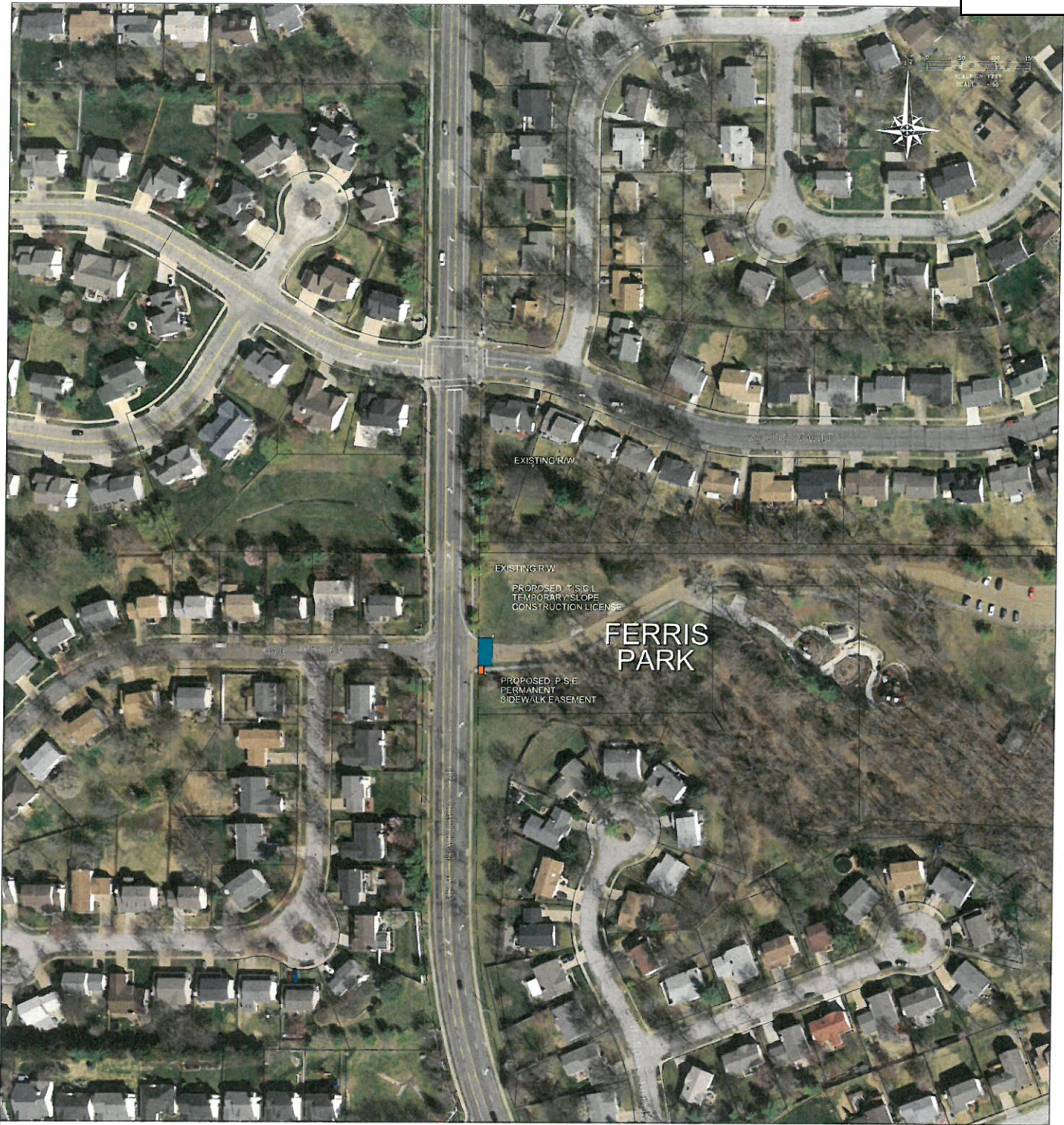
**IV. ENHANCEMENT CONDITIONS**

**Read each statement below and check the corresponding box if the statement is true for this project. All boxes must be checked for the project use to meet the conditions of an Enhancement.**

1.	The use of the Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection.	<input checked="" type="checkbox"/>
2.	The land being used will be fully restored, i.e., the property will be returned to a condition that is at least as good as that which existed prior to the project.	<input checked="" type="checkbox"/>
	Describe how the land will be restored:	
	<p>Upon completion of the proposed improvements, minor grading and sodding of any disturbed areas will occur. All work will be confined to the New Ballwin Road/Ferris Park Entrance intersection.</p>	
3.	The Official with Jurisdiction over the Section 4(f) resource concurs with the Enhancement determination by signing below:	<input checked="" type="checkbox"/>
	Signature/Title of Official with Jurisdiction:	Date:
	_____	_____

***This determination does not require FHWA approval/concurrence. Upload the completed form to the Request for Environmental Review (LPA project) or Request for Environmental Services (MoDOT project).***





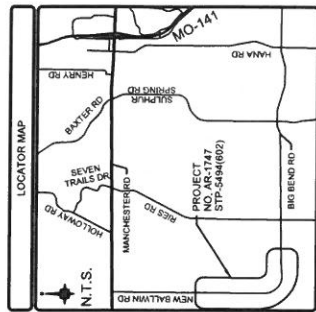
LOCATION MAP

FERRIS PARK  
500 NEW BALLWIN RD  
ST. LOUIS COUNTY , MISSOURI



COUNTY PROJECT NO. <b>AR-1747</b>	FEDERAL PROJECT NO. <b>STP-549400-01</b>	EAW GATEWAY TIP NO. <b>62594-001</b>	MSU TRAMED-000070 <b>245</b>	REVISIONS DESCRIPTION BY APP DATE	DATE <b>3/16/2022</b>	TITLE AND INDEX SHEET <b>ARS REINFORCING</b>	DESIGNED <b>Section 7</b>
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I:\2021144-00 - EFK SLCDOT New Bollin\Drawings\001-1747x-S-RD-01-TITLE SHEET.dgn 12:10:58 PM 7, 022



Stephanie Leon Streeter, P.E.  
Acting Director

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

M.S.D. P-NUMBER:	22MSD-00020
M.S.D. BASE MAP:	24S
REVIEW ENGINEER:	ROBERT MILLER
APPROVAL DATE:	

**UTILITY NOTE**

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID

UNLESS OTHERWISE NOTED, ALL WORK ON THIS PROJECT SHALL BE COVERED BY THE ST. LOUIS COUNTY STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION, AND BY APPLICABLE ST. LOUIS COUNTY STANDARD DRAWINGS.

**Saint Louis**  
**COUNTY**  
**TRANSPORTATION**  
**PUBLIC WORKS**

**MSD CERTIFICATION**


THE EXISTING SEWER LENGTHS, SIZES, FLOW-RATES, DEPTHS OF EXISTING AND PROPOSED SEWERS HAVE BEEN REVERSED TO THE BEST OF OUR KNOWLEDGE AND BELIEF. A SET OF FINAL MEASUREMENTS ARE SHOWN ON THIS DRAWING. THESE MEASUREMENTS WERE OBTAINED FROM RECORDS THAT HAVE BEEN PLOTTED FROM INFORMATION PROVIDED BY THE OWNER. WE ACCEPT NO RESPONSIBILITY FOR ANY INACCURACIES OR OMISSIONS IN ANY INFORMATION FOR THAT SPECIFIC INFORMATION.

ALL PUBLIC SEWERS ARE LOCATED WITHIN DISSEMINATED EXISTING AND PROPOSED DOCUMENT SHEET PAI AT FOLLOWS:

SIGNED \_\_\_\_\_  
P.E.  
DATE \_\_\_\_\_

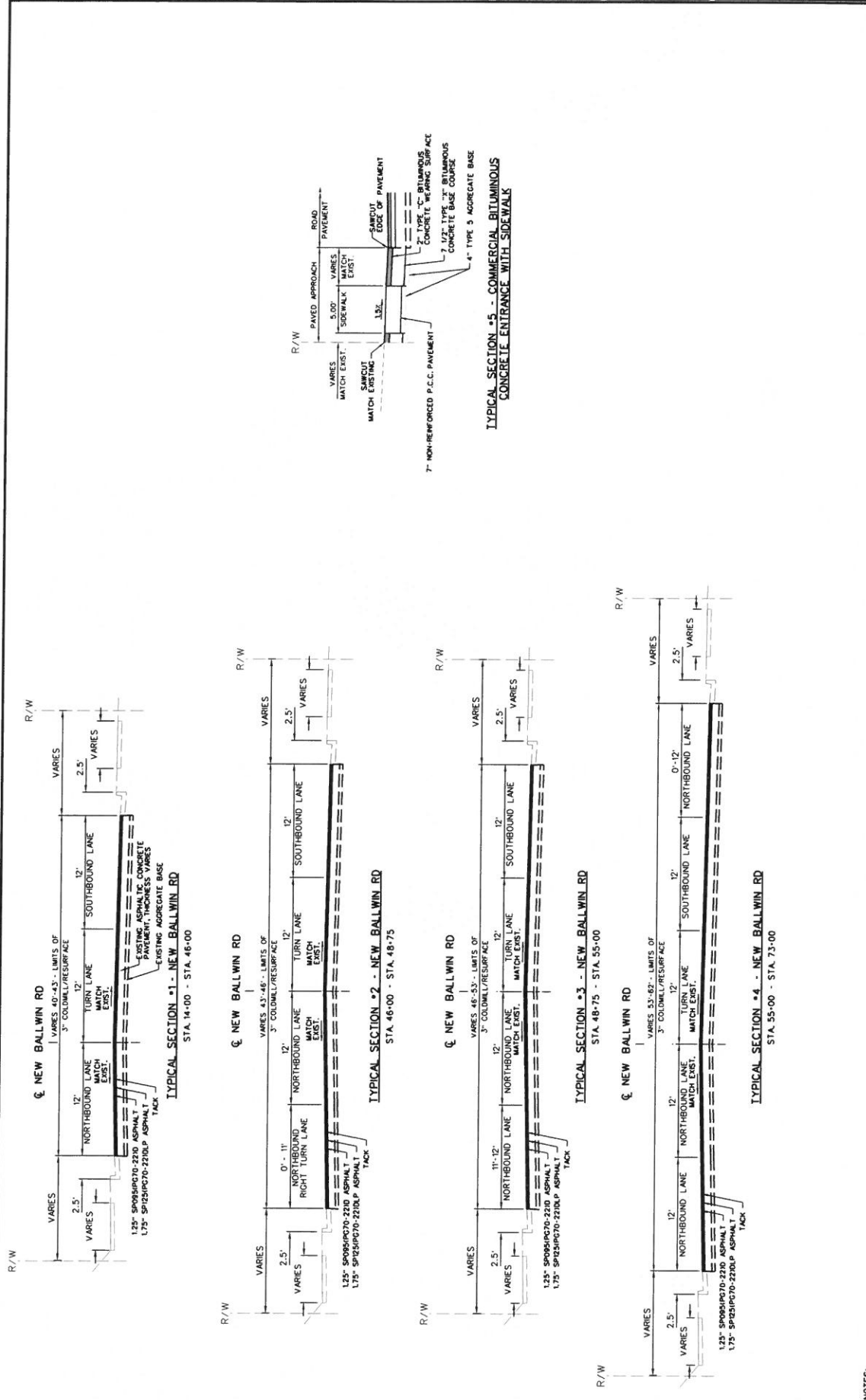
IT SHOULD BE UNDERSTOOD THAT THIS IS AN INTERIM REPORT. IT DOES NOT REPRESENT THE AS-ORIENTED/FINAL MEASUREMENTS

LENGTH OF PROJECT			
NEW BALLWATER ROAD			
END OF PROJECT	STA.	77400.00	
BEGINNING OF PROJECT	STA.	144000.00	
APPEARANT LENGTH		5,900.00	FEET
EQUATIONS AND EXCEPTIONS		0.00	FEET
ADJUSTMENTS		0.00	FEET
NET LENGTH OF PROJECT		5,900.00	FEET
		1.117	MILES
STATE LENGTH		1.117	MILES
FEDERAL LENGTH			

<b>DESIGN CRITERIA</b>  <b>NEW BUILDING CODE</b> FUNCTIONAL CLASSIFICATION: DESIGN YEAR: CURRENT ADT (YEAR): DESIGN ADT (YEAR): DESIGN TRUCK PERCENTAGE (D) = DESIGN TRUCK PERCENTAGE (T) = DESIGN SPEED (V) = POSTED SPEED (V) =	COLLECTOR 2028 9,950 (2018) 15,420 (2028) 10% 10% 35 MPH 35 MPH
	<b>RIGHT OF WAY CERTIFICATION</b>
SIGNED _____ PLS. _____ DATE _____	  IT SHOULD BE UNDERSTOOD THAT THIS STATEMENT AND SEAL ARE ONLY TO BE FOR ORIENTED TRAIL MEASUREMENTS

[illegible][illegible][illegible]

**Sealed Louis**  
**COUNTY**  
**TRANSPORTATION**  
**PUBLIC WORKS**

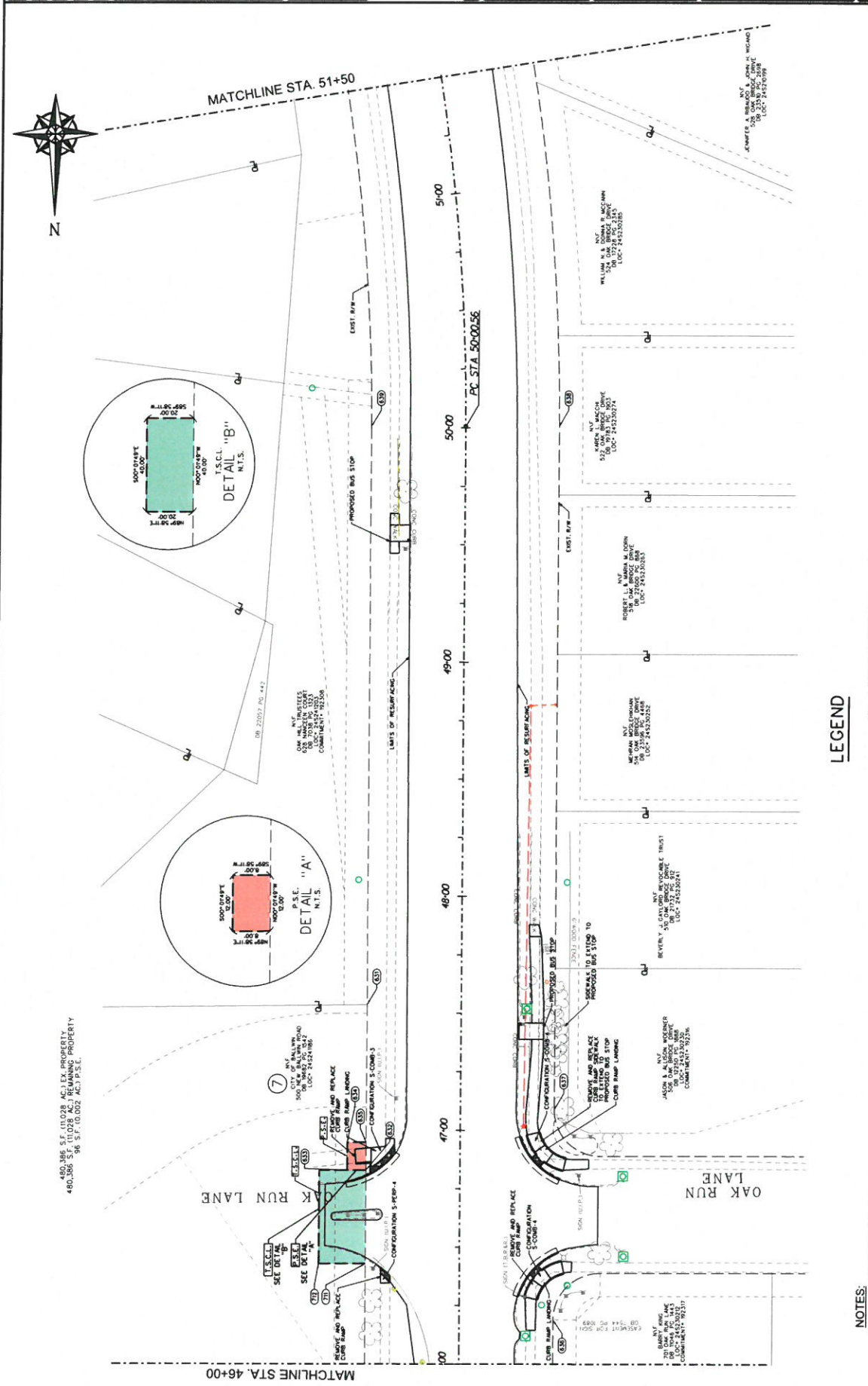


NOTES:

THICKNESS OF THE FIRST SECTION OF SIDEWALK ON EACH SIDE OF THE ENTRANCE RAMP SHALL BE INCREASED TO MATCH THE DRIVEWAY APPROACH PAVEMENT THICKNESS 16 INCHES AT RESIDENTIAL DRIVEWAYS AND 7" AT COMMERCIAL DRIVEWAYS).

SIDEWALK CROSS SLOPE 1.5% ( $\pm 0.5\%$ ).

DRIVEWAY APPROACH SHALL BE PLATFORMED TO ACCOMMODATE FUTURE SIDEWALK WHEN NEW SIDEWALK IS NOT REQUIRED.



**NOTES:**

1. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM THE RECORD DRAWINGS AND FIELD SURVEY. LOCATIONS SHOULD BE CONFIRMED OF APPROXIMATE ONLY. IF IT IS POSSIBLE, THERE MAY BE AN EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID THERE TO.
2. ANY OBSTACLE INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMIT IS TO BE REMOVED, MAINTAINED TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.
3. MSD BASEMAP 245.

## ***RESOLUTION***

### ***City of Ballwin, Missouri***

**Resolution authorizing the filing of an application with the Missouri Department of Natural Resources, Financial Assistance Center's State ARPA Grant Programs for subaward of federal financial assistance provided to the State of Missouri by the U.S. Department of the Treasury ("Treasury") pursuant to Section 602(b) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act, (Pub. L. No. 117-2 (March 11, 2021), 135 Stat. 4, 223-26).**

WHEREAS, the City of Ballwin deems it necessary to further improve a public park, more specifically known as Vlasik Park, to serve its citizens, to address the priorities reflected in the 2019 Parks Master Plan and 2022 Vlasik Park Master Plan, and to better handle stormwater within the park and serving neighboring areas of the City; and

WHEREAS under the terms of section 602(c) of the Act and Treasury's regulations, the State of Missouri has authorized the making of grants to authorized applicants to aid in the completion of specific public projects.

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

1. An application is hereby authorized to be submit with the State of Missouri for grant funding to aid in the completion of: a lead service line inventory, or a drinking water, wastewater, and/or a stormwater project.
2. Eric Sterman, City Administrator, is hereby authorized and directed to furnish such information as the Missouri Department of Natural Resources may reasonably request in connection with the application which is herein authorized, to sign all necessary documents on behalf of the applicant, to furnish such assurances to the Missouri Department of Natural Resources as may be required by law or regulation, and to receive payment on behalf of the applicant.

PASSED AND RESOVLED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

City of Ballwin

\_\_\_\_\_  
Tim Pogue  
Mayor

ATTEST:

\_\_\_\_\_  
Polly Moore,  
City Clerk



**RESOLUTION**  
*City of Ballwin, Missouri*

WHEREAS, the City of Ballwin deems it necessary to further improve a public park, more specifically known as Vlasik Park, to serve its citizens and to address the priorities reflected in the 2019 Parks Master Plan and 2022 Vlasik Park Master Plan.

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

1. An application is hereby submitted under the Municipal Parks Grant program in the county of St. Louis for a grant-in-aid to cover some of the costs of the project, reimbursable by the Commission upon successful completion by the City.
2. The project proposal is hereby submitted to the Municipal Parks Grant Commission.
3. The Governing body hereby authorizes City Administrator Eric Sterman to sign and execute the necessary documents for forwarding the project proposal application and later execute an agreement for a grant-in-aid from the Municipal Parks Grant Commission.
4. If a grant is awarded, the City of Ballwin will enter into an agreement or contract with the Commission regarding this grant.

PASSED AND RESOVLED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022

City of Ballwin

\_\_\_\_\_  
 Tim Pogue  
 Mayor

ATTEST:

\_\_\_\_\_  
 Polly Moore,  
 City Clerk

## Staff Report

**Subject:** Vlasis Park Playground Municipal Park Grant

**Department/Program:** Parks and Recreation

**Recommendation:** Approve a resolution of support for a Municipal Park Grant application for a new inclusive playground at Vlasis Park.

**Explanation:** Ballwin has committed significant resources to the enhancement of city parks in recent years. In 2019 the city completed a master plan for the entire parks and recreation system. In 2022 the city completed a comprehensive master plan for Vlasis Park. With the completion of the Vlasis Park Master Plan, there have been several needs identified in Vlasis Park. I am recommending that the city initiate the playground improvement phase.

Specific Improvements as outlined in the Vlasis Park Master Plan include the construction of a new inclusive playground, a pavilion for shade, splash pad and stormwater BMP. The inclusive playground will allow children of all abilities to play and also allow adults of varying ages and abilities to actively engage with the children in their care. Inclusive playgrounds ensure a sensory-rich environment that enables children to develop physically, socially, and emotionally. Inclusive playgrounds go beyond the minimum accessibility requirements required by the Americans with Disabilities Act.

Action by resolution from the board would show the City's support for the project to the Municipal Park Grant Commission. If awarded, Ballwin could receive \$575,000 for the approximately \$1,000,000 project.

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

Date: June 27, 2022

## Consent Item

**RE: Notice of Destruction of Records**

**Department/Program:** Administration

**Explanation:** A list of records kept during the normal course of business is presented to the Board as they have reached their retention date.

**Recommendation:** Staff requests the Board's approval to destroy these records which have been kept per the Missouri Secretary of State – State Archives – Local General Records Retention Schedule (August 2016).

**Submitted By:** Denise Keller

**Date:** June 27, 2022

## NOTICE OF DESTRUCTION OF RECORDS

Section 8, Item a.

**Per the Missouri Secretary of State – State Archives – Local General Records Retention Schedule, August, 2021.**

### **DESTRUCTION REQUESTS:**

*The following records must be retained through “completion of audit”:*

- 2021 accounts payable vouchers and invoices – excluding court - paper (scanned files retained)
- 2021 cash receipts – excluding court - paper (scanned files retained)
- 2021 accounts receivable files – paper (scanned files retained)
- 2020 budget preparation records – paper
- 2021 escrow receipts and vouchers – paper (scanned files retained)

*The following records must be retained through “completion of audit” plus 1 year:*

- 2020 monthly bank reconciliations- other\* – paper (scanned files retained)
- 2020 Investment statements (matured investments) – paper
- 2020 Check Registers – other\* – paper (scanned files retained)

*The following records must be retained for a period of 2 years after expiration:*

- 04/01/2019 – 03/31/2020 contractor licenses – paper (scanned files retained)

*The following records must be retained for a period of 3 years after completion:*

- 2018 Sunshine Law Requests

*The following records must be retained for a period of 3 years plus audit:*

- 2018 payroll time sheets – paper (scanned files retained)
- 2018 Public notices – 6-month Revenue/Expenditure Statements
- 2018 Public notices – Budget Public Hearing

*The following records must be retained for a period of 5 years*

- 2016 monthly and end-of-year journal entries – paper (scanned files retained)
- 2016 accounts payable registers - paper (scanned files retained)
- 2016 audit work papers

*The following records must be retained through “completion of audit” and superseded.*

- 2021 Disposed Fixed Assets records – paper (scanned files retained)

### **DATE OF DESTRUCTION:**

To be destroyed June 28, 2022, following approval by the Board of Aldermen at its June 27, 2022 meeting.

Destruction follows specifications prescribed by the State of Missouri Local Records Board.

### **METHOD OF DESTRUCTION:**

Place in trash receptacle. (Any confidential material will be removed and shredded).

**Approved by the Board of Aldermen and recorded in meeting minutes of: \_\_\_\_\_.**

\* Other excludes General (5 yr), Bail Bond (5 yr), TDD (10 y), and Special Allocations (10 yr) accounts.

# NOTICE OF DESTRUCTION OF RECORDS

Section 8, Item a.

**Per the Missouri Secretary of State – State Archives – Local General Records Retention Schedule, August, 2021.**

## **DESTRUCTION REQUESTS:**

*The following records must be retained through “completion of audit” plus 1 year:*

2020 NSF checks and files – paper

*The following records must be retained for a period of 18 months:*

2020 (January) – 2020 (December) Credit Card Receipts

*The following records must be retained for a period of 2 years after expiration:*

04/01/2019 – 03/31/2020 business licenses – paper (scanned files retained)

*The following records must be retained for a period of 3 years after completion*

2017-2018 Grants (Missouri Highway Safety, Rockwood Alcohol Compliance, OCTDEF)

*The following records must be retained for a period of 5 years*

2016 Cancelled Pointe Debit Contracts – paper (scanned files retained)

## **DATE OF DESTRUCTION:**

To be destroyed June 28, 2022, following approval by the Board of Aldermen at its June 27, 2022 meeting.

## **METHOD OF DESTRUCTION:**

Shred NSFs (Cancelled checks include Account Numbers and Signatures.)

Shred Credit Card Receipts (Contains minimal information)

Shred Business Licenses (May contain proprietary information on gross receipts.)

Shred Pointe Debit Contracts (Personal banking Information may be present on form.)

**Approved by the Board of Aldermen and recorded in meeting minutes of: \_\_\_\_\_.**

- Destruction follows specifications prescribed by the State of Missouri Local Records Board.



## Consent Item

**RE: Liquor Licenses**

**Department/Program: Administration**

**Explanation:** Each year, Ballwin businesses and restaurants must submit documentation to be able to sell liquor. The new liquor licenses will expire June 30, 2023.

**Recommendation:** Staff recommends Board approval for liquor licenses requested by Ballwin businesses and restaurants listed on the attachment.

**Submitted By: Denise Keller**

**Date: June 27, 2022**

Licensee Business	Licensee Name	Contact Address Line1	Contact Address Line2	Contact City	Contact State	Contact Zip
ALDI INC #21	ALDI INC	PO BOX 8800		O'FALLON	MO	63366
APPLEBEE'S #8108	MID RIVER RESTAURANT LLC	ATTN: LORENE WILLIAMS	PO BOX 456	JEFFERSON CITY	MO	65102
BALLWIN ATHLETIC ASSOCIATION	BALLWIN ATHLETIC ASSOCIATION	1 BALLPARK DR		BALLWIN	MO	63011
BALLWIN MEMORIAL VFW POST 6274	BALLWIN VFW POST 6274	115 MIMOSA LN		BALLWIN	MO	63011
BALLWIN RECREATION COMPLEX	CITY OF BALLWIN	333 HOLLOWAY RD		BALLWIN	MO	63011
BALLWIN SNO CONE COMPANY	BALLWIN SNO CONE COMPANY	151 RIES RD		BALLWIN	MO	63021
BONES FRENCH QUARTER INC	BONES FRENCH QUARTER INC	14766 MANCHESTER RD		BALLWIN	MO	63011
BUFFALO WILD WINGS GRILL & BAR	AMC BALLWIN INC	ATTN: LORENE WILLIAMS	PO BOX 456	JEFFERSON CITY	MO	65102
CANDICI'S RESTAURANT & BAR	M & S ROUHANI MANAGEMENT LLC	100 HOLLOWAY RD		BALLWIN	MO	63011
CHARLOTTE'S RIB BBQ	CHARLOTTE'S RIB BBQ	15467 CLAYTON RD		BALLWIN	MO	63011
CHUNMI SUSHI	HUA TENG LLC	15583 MANCHESTER RD		BALLWIN	MO	63011
CIRCLE 7 RANCH	RANCH INC	14412 CLAYTON RD		BALLWIN	MO	63011
CLANCY'S BUTCHER SHOP	CLANCY'S BUTCHER SHOP	930 #101 KEHRS MILL RD		BALLWIN	MO	63011
CVS PHARMACY #2341	MISSOURI CVS PHARMACY LLC	ATTN: LORENE WILLIAMS	PO BOX 456	JEFFERSON CITY	MO	65102
DISCOUNT SMOKE SHOP	DISCOUNT SMOKE SHOP INC	4400 WOODSON RD		BERKELEY	MO	63134
HOLY INFANT CHURCH	HOLY INFANT CHURCH	627 DENNIS DR		BALLWIN	MO	63021
KABUKI	SHENG HENG LLC	15015 MANCHESTER RD		BALLWIN	MO	63011
MARCELLA'S MIA SORELLA	KB12 LLC	14426 CLAYTON RD		BALLWIN	MO	63011
MEADOWBROOK COUNTRY CLUB	MEADOWBROOK COUNTRY CLUB	200 MEADOWBROOK CTRY CLUB EST		BALLWIN	MO	63011
MI LUPITA MEXICAN RESTAURANT	CAMPSANCH INCORPORATED	15307 MANCHESTER RD		BALLWIN	MO	63011
MPC #10	MIDWEST PETROLEUM COMPANY	220 OLD MERAMEC STATION RD		MANCHESTER	MO	63021
QUIKTRIP #621	QUIKTRIP CORPORATION	PO BOX 3475		TULSA	OK	74101
SCHNUCKS (15425 #01 MANCHESTER RD)	SCHNUCKS MARKETS INC	ATTN: JED PENNEY	11420 LACKLAND RD	ST LOUIS COUNTY	MO	63146
SCHNUCKS (2511 KEHRS MILL RD)	SCHNUCKS MARKETS INC	ATTN: JED PENNEY	11420 LACKLAND RD	ST LOUIS COUNTY	MO	63146
SKY MUSIC LOUNGE	THE BARN PARTNERS LLC	930 #201 KEHRS MILL RD		BALLWIN	MO	63011
ST LOUIS TACO AND PITA GRILL	THE STAR GROUP LLC	15493 MANCHESTER RD		BALLWIN	MO	63011
TARGET STORE T-0026	TARGET STORE T-0026	ATTN: LORENE WILLIAMS	PO BOX 456	JEFFERSON CITY	MO	65102
TEXAS ROADHOUSE	TEXAS ROADHOUSE HOLDINGS LLC	ATTN: LORENE WILLIAMS	PO BOX 456	JEFFERSON CITY	MO	65102
THE ROSE BARREL	R B & K LLC	15483 CLAYTON RD		BALLWIN	MO	63011
THE WOLF CAFE	VEGGIE COUPLE LLC	15480 CLAYTON RD #210		BALLWIN	MO	63011
WALGREENS #10429	WALGREENS CO	ATTN: ROBBIN GRIFFITH	PO BOX 456	JEFFERSON CITY	MO	65102
WALLIS PETROLEUM #504	WALLIS PETROLEUM LC	106 EAST WASHINGTON		CUBA	MO	65453
WALLIS PETROLEUM #523	WALLIS PETROLEUM LC	106 EAST WASHINGTON		CUBA	MO	65453
New Owners						
BEERSAUCE SHOP BALLWIN LLC	BEERSAUCE SHOP BALLWIN LLC	14738 MANCHESTER RD B		BALLWIN	MO	63011



## Consent Item

**RE:** CO-OPERATIVE SALT PURCHASE

**DEPARTMENT:** PUBLIC WORKS

**PROGRAM:** SNOW & ICE CONTROL 2022/2023

**RECOMMENDATION:** We recommend awarding the contract for 1700 tons of salt for late 2022 delivery and an additional 500 tons for early 2023 delivery to the City of Chesterfield Coop/Compass Minerals (low bid) based on the unit price in Table 1.

TABLE 1	SERVICE PROVIDED	CONTRACT UNIT PRICE
Compass Minerals	Furnishing Salt	\$78.37
Morton Salt	Furnishing Salt	\$80.22
Budget Amount		\$138,555.00

**EXPLANATION:** The City of Chesterfield coordinates the purchase and delivery of deicing salt for 49 cities and eight school districts that are members of the St. Louis APWA Salt Co-operative (Co-op). The salt supplier and the hauler price is included in the \$78.37 price per ton. This is different from previous years where the hauling and the salt were split.

TABLE 2 2021/2022	CONTRACT UNIT PRICE	FALL 2022 DELIVERY (1700 TONS)	EARLY 2023 DELIVERY (500 TONS)	TOTAL COST
Compass Minerals	\$78.37	\$133,229.00	\$39,185.00	\$172,414

There is approximately 3300 tons of salt remaining in the dome from this past winter. The fall 2022 delivery of 1700 tons from the co-op will re-fill the dome to capacity after projected precipitation for the end of 2022. The City has \$138,555 remaining in the salt budget this year so this purchase is under budget. The early 2023 purchase/delivery of 500 tons will be in the 2023 budget. We are required by the co-op to place the spring 2023 order by August 15th of 2022.

**SUBMITTED BY:** JIM LINK

**DATE:** JUNE 20th, 2022





## Staff Report

**Subject:** Solid Waste Contract

**Department/Program:** Administration

**Explanation:**

The City recently issued a Request for Proposals (RFP) for residential solid waste, recycling, yard waste, and bulky items removal. The City's contract with our current hauler, Republic Services terminates at the end of 2022. Since it has been more than 10 years since this contract was last publicly bid, City ordinance requires the contract to be bid, which is what precipitated the RFP.

After a 60 day window for bidding, bids were due to the City on June 10<sup>th</sup>. The City received bids from three haulers: Republic Services, Meridian Waste, and Waste Management. It should be noted that the bid from Waste Management did arrive approximately 10 minutes late after the 10am deadline. If the City were to go with Waste Management's bid, the legality of accepting a late bid would have to be considered. Another hauler, Waste Connections, had initially expressed an interest but ultimately indicated that they were declining to bid.

Bidders were asked to provide rates for six years for several services. Those services include trash, yard waste, and recycling for a 35 gallon, 65 gallon, and 95 gallon container, as well as costs for bulky item and white goods. The proposed rate sheets for each of the three haulers is attached to this memo.

Staff has reviewed the bids. In addition to pricing, other considerations include any exclusions listed in the bid, capability of the hauler to provide the trucks and equipment needed to serve the City, record of customer service in other cities, etc.

The RFP called for pricing for a six year contract, with a mutual option for two, two-year extensions at pricing to be agreed upon at a future date. Two of the haulers provided the same pricing each year regardless of the size of the cart. Republic Services provided different pricing depending on the size of the cart. Therefore, we have to consider how many carts are utilized of each size to compare pricing. Currently, we have 1,400 of the 48 gallon carts in use, 5,518 of the 65 gallon, and 2,671 of the 95 gallon. That number can change if residents go to smaller or larger carts, but it represents the current snapshot in time.

The attached bid result sheet shows the calculations of each hauler's proposed pricing multiplied by the number of each size cart. As you can see on the sheet, based on that calculation Republic Services is the low bidder in each of the six years of the contract, and therefore the low bidder overall. For example, in year one of the contract the total cost of the contract is \$230,226 with Republic, compared with \$239,725 with Meridian and \$269,642 with Waste Management.

As a point of reference, all three bids do represent an increase over current rates, though Republic's is the smallest increase at approximately 2.5%.

All bidders agreed to the terms in the RFP regarding 2 free bulk items, free pickup of City facilities, and free pickup of dumpsters for the City's leaf and street sweeping program. The only notable exception is that Waste Management specifically excludes televisions from bulky item or solid waste pickup.

Lastly, the issue of customer service has to be considered. Until recently, Republic Services had an exemplary record of service in the City. They have had problems lately with missed pickups and poor communication with residents. At this time there is no reason to believe those issues are anything but temporary, but are worth consideration. However, the second low bid, Meridian, does have a history of customer service challenges in other area cities (for more information see here: <https://www.ksdk.com/article/news/two-of-the-largest-cities-in-st-louis-county-are-kicking-meridian-waste-to-the-curb/63-ff3eb0c8-0c2f-449c-baf4-bf9f4c0201e0>). Furthermore, any time a hauler adds a new City the size of Ballwin it can be a strain to add the manpower and equipment to serve the City, especially in today's tight labor market. If the Board desires to go with one of the non-low bidders, Meridian or Waste Management, staff can reach out to current customers of each to get further information on current performance.

Given these considerations - the fact that Republic is the low bidder and has a strong track record (until recently) of quality performance in Ballwin, staff recommends drafting a contract with Republic Services for trash, recycling, and yard waste pickup for the years 2023-2028.

**Recommendation:**

Staff recommends the Board make a motion to direct staff and the City Attorney to draft a contract with Republic Services for consideration at the July 25, 2022 Board meeting.

**Submitted By:** Eric Sterman  
**Date:** 6/21/22



## Ballwin Solid Waste Bid Results

Section 10, Item a.

### Current Rates

Republic	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents**
	\$20.91	\$23.13	\$25.35	\$224,615.19

### Year 1 - 2023

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$21.43	\$23.71	\$25.98	\$230,226.36
Meridian	\$25.00	\$25.00	\$25.00	\$239,725.00
Waste Management	\$28.12	\$28.12	\$28.12	\$269,642.68

### Year 2 - 2024

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$22.18	\$24.54	\$26.89	\$238,286.91
Meridian	\$25.75	\$25.75	\$25.75	\$246,916.75
Waste Management	\$29.39	\$29.39	\$29.39	\$281,820.71

### Year 3 - 2025

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$22.96	\$25.40	\$27.83	\$246,635.13
Meridian	\$26.53	\$26.53	\$26.53	\$254,396.17
Waste Management	\$30.71	\$30.71	\$30.71	\$294,478.19

### Year 4 - 2026

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$23.76	\$26.29	\$28.81	\$255,283.73
Meridian	\$27.32	\$27.32	\$27.32	\$261,971.48
Waste Management	\$32.09	\$32.09	\$32.09	\$307,711.01

### Year 5 - 2027

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$24.59	\$27.21	\$29.82	\$264,220.00
Meridian	\$28.14	\$28.14	\$28.14	\$269,834.46
Waste Management	\$33.53	\$33.53	\$33.53	\$321,519.17

### Year 6 - 2028

	48/35 Gallon Cost	65 Gallon Cost	95 Gallon Cost	Total Cost to Residents
Republic	\$25.46	\$28.16	\$30.86	\$273,457.94
Meridian	\$28.99	\$28.99	\$28.99	\$277,985.11
Waste Management	\$35.04	\$35.04	\$35.04	\$335,998.56

\*\*Estimates based on current number of carts for each size:

48 Gallon - 1,400

65 Gallon - 5,518

95 Gallon - 2,671

# Bid Form

## Exhibit A BID FORM EXCLUSIVE RESIDENTIAL WASTE COLLECTION CITY OF BALLWIN

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 48, 65, and 95 gal. solid waste containers as specified in the bid documents. (35 gallon containers may be provided in lieu of 48 gal, but such a substitution would need to be agreed upon during negotiations.)

Service Cost	YEAR	48 GAL.	65 GAL.	95 GAL.
	2023	\$21.43	\$23.71	\$25.48
	2024	\$22.18	\$24.54	\$26.89
	2025	\$22.96	\$25.40	\$27.83
	2026	\$23.76	\$26.29	\$28.81
	2027	\$24.59	\$27.21	\$29.82
	2028	\$25.46	\$28.16	\$30.86

Name of Contractor or Subcontractor that shall provide service: *Amel Services LLC, aka Republic Services of Ballwin MO*

2	Bulky Waste; two (2) item maximum monthly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
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Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	\$25
	2024	INCLUDED	\$25

# Bid Form

2025	INCLUDED	\$25
2026	INCLUDED	\$25
2027	INCLUDED	\$25
2028	INCLUDED	\$25

Name of Contractor or Subcontractor that shall provide service: Allied Services, LLC, d/b/a, Republic Services of Bridgeton, MO 63044

3	White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents
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Service Cost	YEAR	
	2023	INCLUDED
	2024	INCLUDED
	2025	INCLUDED
	2026	INCLUDED
	2027	INCLUDED
	2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service: American Contractor

Signature: [Signature] Date: 6-2-24

Company: Allied Services, LLC, d/b/a, Republic Services of Bridgeton, MO 63044

**Exhibit A**  
**BID FORM**  
**EXCLUSIVE RESIDENTIAL WASTE COLLECTION**  
**CITY OF BALLWIN**

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 35, 65, and 95 gal. solid waste containers as specified in the bid documents

Service Cost	YEAR	35 GAL.	65 GAL.	95 GAL.
	2023	\$25.00	\$25.00	\$25.00
	2024	\$25.75	\$25.75	\$25.75
	2025	\$26.53	\$26.53	\$26.53
	2026	\$27.32	\$27.32	\$27.32
	2027	\$28.14	\$28.14	\$28.14
	2028	\$28.99	\$28.99	\$28.99

Name of Contractor or Subcontractor that shall provide service:

2	Bulky Waste; two (2) item maximum weekly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
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Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	\$25.00
	2024	INCLUDED	\$25.75
	2025	INCLUDED	\$26.53
	2026	INCLUDED	\$27.32
	2027	INCLUDED	\$28.14
	2028	INCLUDED	\$28.99

Name of Contractor or Subcontractor that shall provide service:

Section 10, Item a.

3

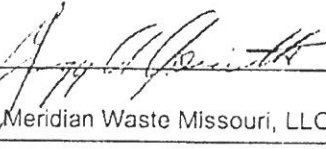
White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents

Service Cost

YEAR	
2023	INCLUDED
2024	INCLUDED
2025	INCLUDED
2026	INCLUDED
2027	INCLUDED
2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service:

Signature:



Date: 6-9-22

Company:

Meridian Waste Missouri, LLC



**Exhibit A**  
**BID FORM**  
**EXCLUSIVE RESIDENTIAL WASTE COLLECTION**  
**CITY OF BALLWIN**

Item	Service
1	Solid Waste, Recycling, and Yard Waste; Curbside service once per week with 35, 65, and 95 gal. solid waste containers as specified in the bid documents

Service Cost	YEAR	35 GAL.	65 GAL.	95 GAL.
	2023	\$28.12	\$28.12	\$28.12
	2024	\$29.39	\$29.39	\$29.39
	2025	\$30.71	\$30.71	\$30.71
	2026	\$32.09	\$32.09	\$32.09
	2027	\$33.53	\$33.53	\$33.53
	2028	\$35.04	\$35.04	\$35.04

Name of Contractor or Subcontractor that shall provide service: Waste Management of Missouri, Inc.

2	Bulky Waste; two (2) item maximum weekly, requires resident to schedule pick up with Contractor. Services as specified in the bid documents
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Service Cost	YEAR	2 ITEM PER WEEK	COST PER ITEM EXCEEDING
	2023	INCLUDED	\$35.00
	2024	INCLUDED	\$35.00
	2025	INCLUDED	\$35.00
	2026	INCLUDED	\$35.00
	2027	INCLUDED	\$35.00
	2028	INCLUDED	\$35.00

Name of Contractor or Subcontractor that shall provide service: Waste Management of Missouri, Inc.

3	White Goods; Requires resident to schedule pick up with Contractor. Services as described in bid documents
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Service Cost	YEAR	
	2023	INCLUDED
	2024	INCLUDED
	2025	INCLUDED
	2026	INCLUDED
	2027	INCLUDED
	2028	INCLUDED

Name of Contractor or Subcontractor that shall provide service: Waste Management of Missouri, Inc.

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

Company: Waste Management of Missouri, Inc.  
\_\_\_\_\_



## **Staff Report**

Subject: Rush Truck Centers/Repair

Department/Program: Public Works Department/Support Services

Explanation:

Truck 2205 is a 2017 International 7500 Single Axle Dump Truck. It has been in service for five and a half years, with 28,056 miles. It was taken to the dealer (Rush Truck Centers) on 10/4/2021 with engine issues. The original estimate for repair was \$13,359.22.

The truck had just passed the end of the warranty period by a few months. We believed that International should have honored the warranty on a part of the repairs. After a teardown of the engine it was determined that the cylinder heads were washed and the engine would need an overhaul along with piston assemblies and new rod bearings.

The total cost for the repairs turned out to be \$18,859.40.

After several meetings with Rush Truck Centers and International we were unsuccessful at negotiating a lower amount. We needed this vehicle for our construction operations and proceeded with the repairs.

Submitted By: Jim Link

Date: 6-20-2022