



BOARD OF ALDERMEN

Meeting Agenda

MAY 10, 2021

7:00 PM 1 GOVERNMENT CTR BALLWIN, MO 63011

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
 - a. April 26, 2021 Board of Aldermen Meeting Minutes
 - b. April 26, 2021 Board of Aldermen Closed Meeting Minutes
- 5. Citizen Comments**
- 6. Employee Recognition**
 - a. Lt. Robert Wetzel Promotion
 - b. Sgt. Robert Rogers Promotion
- 7. Presentation – 2020 Audit Report**
- 8. Legislation**
 - a. Bill 4096 – Medical Marijuana Dispensary
- 9. Consent Items**
 - a. Parks – Vlasik Park Master Plan
- 10. Mayor's Report**
- 11. City Administrator's Report**
- 12. City Attorney's Report**
- 13. Staff Reports**
 - a. Public Works – Equipment Repair/Upgrade
- 14. Aldermanic Comments**
- 15. Closed Session**
- 16. 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 matters relating to litigation, legal actions, and/or communications from the City Attorney, as provided under Section 610.021(1) RSMo., and/or personnel matters under Section 610.021(13) RSMo., and/or employee matters under Section 610.021(3) RSMo., and/or real estate matters under Section 610.021 (2) or other matters as permitted by Chapter 610.



BOARD OF ALDERMEN

Meeting Briefs

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MINUTES Enclosed, please find the Minutes from the April 26, 2021 Board of Aldermen Meeting and the Minutes from the April 26, 2021 Board of Aldermen Closed Meeting.

EMPLOYEE RECOGNITION

Lt. Robert Wetzel – Promotion

Sgt. Robert Rogers - Promotion

PRESENTATION

The 2020 Audit is presented by Kerber, Eck & Braekel, LLP.

LEGISLATION

BILL 4096 - AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO JUSTICE GROWN DISPENSARY FOR OPERATION OF A MEDICAL MARIJUANA DISPENSARY AT 14787 MANCHESTER ROAD.

This Bill would allow for the operation of a medical marijuana dispensary.

CONSENT ITEMS

Parks – Vlasik Park Master Plan

Staff recommends contracting with the Lawrence Group for the Vlasik Park Master Plan.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

CITY ATTORNEY'S REPORT



BOARD OF ALDERMEN

Meeting Briefs

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STAFF REPORTS

Public Works – Salt Conveyor and Brine Tank

Staff recommends authorizing the City Administrator to approve repairs for the salt conveyor and purchase a new calcium chloride tank, not to exceed \$50,000.

ALDERMANIC COMMENTS



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

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

The meeting was called to order by Mayor Pogue at 7:03 p.m.

ROLL CALL

Present

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

Absent

MINUTES

The Minutes from the April 12, 2021, 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 April 12, 2021 Board of Aldermen meeting as submitted. A voice vote was taken with unanimous affirmative result and the motion passed.



DRAFT MINUTES
BOARD OF ALDERMEN
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PRESENTATION

SWEARING IN OF ELECTED OFFICIALS

Mayor Tim Pogue – oath administered by Honorable Judge Virginia Nye

Alderman Michael Utt – oath administered by Honorable Judge Virginia Nye

Alderman Mark Stallmann – oath administered by Honorable Judge Virginia Nye

Alderman Jim Leahy – oath administered by Honorable Judge Virginia Nye

Alderman Ross Bullington – oath administered by Honorable Judge Virginia Nye

Officials were sworn in for a two-year term expiring April 2023.

Call to order at 7:06.

There is a second roll call with newly elected officials.

Present:

Absent

Mayor Tim Pogue

Alderman Mike Utt

Alderman Michael Finley

Alderman Kevin M. Roach

Alderman Mark Stallmann

Alderman Frank Fleming

Alderman Jim Leahy

Alderman Ross Bullington

Alderman Raymond Kerlagon

City Administrator Eric Serman

City Attorney Robert Jones

EMPLOYEE RECOGNITION

Police Chief Doug Schaeffler introduced new Police Officers: Leroy Beard, Rachel Major and Adam Thomas. Officer Major comes to Ballwin from St. Louis Metropolitan Police Department (STLMPD). Before becoming a police officer, she attended UMSL and served in the Army reserve for over four years. During her three years with STLMPD, Officer Major received five Department Excellence awards.



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Officer Beard comes to us from Farmington Police Department, where he served for 20 years and attained the rank of Sergeant. He received his academy training at Mineral Area College and has received training in crisis intervention, hostage negotiations and SWAT; he is also a drug recognition expert.

Officer Thomas comes to Ballwin from STLMPD, where he served for four years. During his time with the City, he received two Captain's Awards of Excellence, one Colonel's Award of Excellence and was Officer of the Month in December 2019. Chief Schaeffler administered the Oath of Office to Officer Thomas as this was his first day in Ballwin.

Chief Schaeffler recognized Lt. Kevin Lorne who is retiring after 33 years of service with Ballwin. Lt. Lorne started in February 1988, was promoted to Sergeant in March 1999 and to Lieutenant in September 2004. During his time with Ballwin, Lt. Lorne served in many divisions. He served in patrol, as a detective, as a patrol sergeant and detective sergeant, as a patrol squad lieutenant and finally as a bureau commander handling policies, accreditation and additional administrative duties. Chief Schaeffler presented him with a plaque and watch. Mayor Pogue thanked Lt. Lorne for his many years of service, adding that he and the Board think highly of our Police Department. He welcomed our new recruits and congratulated Lt. Lorne on his retirement.

LEGISLATION

BILL 4095 - AN ORDINANCE IN THE CITY OF BALLWIN, MISSOURI, READOPTING AND AMENDING IN PART CHAPTER 2, ARTICLE II, DIVISION 2 OF THE CODE OF ORDINANCES WHICH ESTABLISHED A PROCEDURE TO DISCLOSE POTENTIAL CONFLICTS OF INTEREST AND SUBSTANTIAL INTEREST FOR CERTAIN MUNICIPAL OFFICIALS.

A motion was made by Alderman Fleming and seconded by Alderman Finley for a first reading of Bill 4095, title only. A voice vote was taken with unanimous affirmative result and Bill 4095 was read for the first time.

Discussion:

Mayor Pogue noted that this is not something new and must be done every two years. Alderman Finley asked if there were any changes in language; City Attorney Jones responded that there were not changes.

A motion was made by Alderman Fleming and seconded by Alderman Utt for a second reading of Bill 4095, title only. A voice vote was taken with unanimous affirmative result and Bill 4095 was read for a second time.

A roll call vote was taken for passage and approval of Bill 4095 with the following results:

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

Nays -- None.

Bill No. 4095 was approved and became Ordinance No. 21-12



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CONSENT ITEMS

Administration – Health Insurance

Staff recommends accepting the 6.5% medical insurance premium increase from SLAIT.

Discussion:

None

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

Parks – Ferris Park Lighting

Staff recommends approving a change order for three light standards in Ferris Park.

Discussion:

None

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

MAYOR'S REPORT

Mayor Pogue nominated Alderman Frank Fleming as Board President. A motion was made by Alderman Stallmann and seconded by Alderman Utt to accept the nomination. A voice vote was taken with unanimous affirmative result and the motion passed.

Mayor Pogue stated he will be reviewing committee assignments and asked the Aldermen to email him, ranking their committee choices. He also asked if anyone had interest in being on Planning & Zoning to please include that in their email.

Mayor Pogue asked Parks Director Chris Conway to share information about a municipal planning grant we are eligible for. Mr. Conway explained that, in preparation for the Vlasik Park master planning, we have the opportunity to apply for a municipal planning grant which is a 20% matching grant, up to \$6400; we would be applying for the maximum amount. Mr. Conway stated a motion from the Board for approval would be needed to proceed. A motion was made by Alderman Bullington and seconded by Alderman Utt to approve the application process. A voice vote was taken with unanimous affirmative result and the motion passed.



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Mayor Pogue also shared that there would be a strategic planning meeting before the second Board meeting in May; the meeting would be held on May 24, 2021 at 6 p.m.

CITY ADMINISTRATOR'S REPORT

Nothing to report.

CITY ATTORNEY'S REPORT

Nothing to report

ALDERMANIC COMMENTS

None

A motion was made by Alderman Bullington and seconded by Alderman Utt to move to closed session pursuant to RSMo 610.021(2), real estate matters. A roll call vote was taken with the following results:

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

Nays: None

The Board moved to closed session at 7:22.

A motion was made by Alderman Fleming and seconded by Alderman Finley to reconvene. A voice vote was taken with unanimous affirmative result and the motion passed. The Board returned to open session at 7:38.

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 7:39 p.m.

TIM POGUE, MAYOR

ATTEST:

POLLY MOORE, CITY CLERK

MINUTES OF THE CLOSED SESSION – APRIL 26, 2021
BALLWIN BOARD OF ALDERMEN

The Ballwin Board of Aldermen convened in closed session on April 26, 2021 at 7:21 PM at 1 Government Center. Present were Mayor Pogue, Aldermen Finley, Fleming, Stallmann, Utt, Bullington, Roach, Leahy and Kerlagon, City Administrator Eric Sterman and City Attorney Robert E. Jones.



A motion was made by Alderman Stallmann to approve a 30-day extension for submission of a development plan with site plan and authorizing the Mayor to sign a contract addendum. The motion was seconded by Alderman Utt.

The following vote was recorded:

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

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

The following vote was recorded:

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

The closed session adjourned at 7:37 PM.

/s/ Robert E. Jones

Robert E. Jones
Acting Secretary



Bill No. 4096

Ordinance No. _____

INTRODUCED BY

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

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO JUSTICE GROWN DISPENSARY FOR OPERATION OF A MEDICAL MARIJUANA DISPENSARY AT 14787 MANCHESTER ROAD.

WHEREAS, a petition has been received from Vince Field for Justice Grown Dispensary, requesting the use of certain property for operation of a medical marijuana dispensary at 14787 Manchester Road; and

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

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

WHEREAS, a public hearing was held before the Planning and Zoning Commission on May 3, 2021, 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 Justice Grown Dispensary, to use the premises in the City of Ballwin, Missouri, known as 14787 Manchester Road for operation of a medical marijuana dispensary business, 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.



Bill No. 4096

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 _____, 2021. _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2021. _____
TIM POGUE, MAYOR

ATTEST: _____
ERIC STERMAN, CITY ADMINISTRATOR



Bill No. 4096

Ordinance No. _____

BILL NO. _____

ORDINANCE NO. _____

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

12. 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.

13. Permittee shall comply at all times with all state and local laws regulating medical marijuana uses.



Consent Item

RE: Vlasis Park Master Plan

Department/Program: Parks and Recreation

Explanation:

Staff solicited Request for Qualifications from interested firms who were interested in providing an assessment of current park conditions and constraints to produce a master plan for the next 10 years of renovation and development of Vlasis Park to include an assessment of the Public Works Facility and potential and best use of the current location of the Ballwin Police Station.

Recommendation:

RFQs were received from five firms and two firms were shortlisted for interviews. After interviewing the Lawrence Group and DG2 the committee (Mr. Sterman, Mr. Link, Mr. Hoffman, Mr. Conway) believes the Lawrence Group is the best firm for this project. \$65,000 was budgeted for planning and design for Vlasis and Holloway Parks in the 2021 budget. The contract proposal with Lawrence Group in the amount of \$54,568 comes in under budget. Holloway planning and design will come in later this year. Additionally staff is applying for a Municipal Park Planning Grant to offset \$6,400 from the contract amount.

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

Date: May 10, 2021

Austin

900 East 6th Street
Suite 105
Austin, TX 78702

New York

275 West 39th Street
9th Floor
New York, NY 10018

St. Louis

319 N. 4th Street
Suite 1000
St. Louis, MO 63102

May 3, 2021

Chris Conway, CPRP Director of Parks and Recreation
City of Ballwin
#1 Ballwin Commons Circle
Ballwin, MO 63021

Project Name: **2021085 Vlasik Park**

Dear Chris:

The Lawrence Group Architects of St. Louis, Inc. (LG) is pleased to present this proposal for landscape architectural services for the Vlasik Park Master Plan.

Project Understanding

We understand this project to include the creation of a new Master Plan for Vlasik Park. Lawrence Group will be contracting the services of Bax Engineering for civil engineering services including a site survey and stormwater investigation.

Basic Services

Vlasik Park Master Plan

• Site Survey - Performed by Bax Engineering:

- Bax shall prepare a drone based aerial topographic survey for use in development of the Master Plan. A CAD file of the survey shall be provided and shall include Orthorectified Photos for CAD underlayment. The survey shall include one foot contour intervals and depict existing visible improvements including pavement, buildings, sidewalks, playground areas, fences, etc. In addition to the aerial survey, supplemental field data will be collected for the following:
 - Property control for tie in of the aerial survey to property boundary.
 - Elevation data of existing pond outfall structures.
 - Miscellaneous storm and sanitary sewer information shall be shown per available maps and/or field surveys as visible and accessible.
- The limits of the survey shall extend to Andrews Parkway on the south, Seven Trails Drive on the east, and the park property line on the north and west. While existing utilities may be shown based on available maps, the survey will not include a complete inventory of utilities on site. In addition, as the survey shall not be considered a complete boundary survey, only available easements of record will be shown. Title research services are not included with the above. During detailed construction plan design of improvements, supplemental surveys may be necessary

Architecture
Interior Design
Construction
Real Estate Development
Master Planning
Landscape Architecture
Furniture Procurement
Graphic Design

- Site Analysis
 - Inventory and analyze all existing park structures including the existing location of the Ballwin Police Department site (excluding the police station building and government center).
 - Analyze the public works facilities with respect to current usage and department need in relation to feasibility of possible expansion or renovation.
 - Identify constraints for future park development i.e.; topography, environmental issues, infrastructure, utilities.
 - Analyze current infrastructure of the park's, facilities, and equipment
 - Review and assess community demographic needs
 - Analyze current facilities with respect to current usage, community need, and possible additions relative to need, and impact to the operating budget
- Stormwater Investigation Performed by Bax Engineering:
 - Bax shall perform a stormwater investigation relative to MSD requirements and prepare a report as outlined below:
 - Detention and channel protection: Utilizing the existing conditions survey prepared above, along with available aerial maps and plans, Bax shall estimate the impervious area of the park as of the required St. Louis MSD benchmark year 2000. Bax shall then estimate the current impervious area of the park so that the total differential runoff from year 2000 to the present can be determined. The results will be used to outline detention and channel protection requirements as required by St. Louis MSD for future phases of park improvements.
 - Water Quality: Utilizing the existing conditions survey prepared above, along with available aerial maps and plans, Bax shall estimate the total land disturbance tracking back to the St. Louis MSD water quality benchmark date of October 1, 2006. Such estimated land disturbance area will be used to determine St. Louis MSD Water Quality requirements for future phases of park improvements
 - Conceptual Report: Bax shall prepare a conceptual report utilizing the plans and calculations prepared in item A and B above. The report shall outline the current conditions of the park as compared to the benchmark dates of year 2000 and October 1, 2006 respectively. Bax shall coordinate a planning meeting with representatives of St. Louis MSD in which the report will be reviewed. Bax will address comments of MSD, and revise the report as necessary. Ultimately, the intent of such report is to obtain conceptual approval of MSD for stormwater requirements relative to future improvements of the park.
- Plan Development: Final deliverable will be a 8.5x11 pdf and hard copy document encompassing the comprehensive planning and design effort outlined below:
 - Develop concepts for future improvements to the park, including but not limited to: playground, pickleball courts, tennis courts, additional pavilions, lake edge improvements, ballfield improvements, comfort stations, public works facility upgrades, multi-use performing arts and plaza area, as well as any stormwater improvement features as outlined in Bax's conceptual stormwater report.

- Identify future best uses for areas located within the park including the current police department site.
 - Identify proposed development/renovation opportunities of the public works yard and buildings.
 - Establish implementation phases based on priorities
 - Estimate costs of proposed improvements in each phase, including any expansion or renovation of the public works facility.
- Public Engagement: Total meetings (5)
 - Facilitate (3) meetings with city staff as well as the Mayor and Board of Aldermen and (1) community meeting and (1) online community survey to gather input and report results of findings. (1) Final presentation of the Master Plan will be made to the Mayor and Board of Aldermen at a regularly scheduled public meeting.

Project Schedule

This proposal is based on Basic Services being performed in accordance with the following schedule:

Site Surveys and Analyses Phase	4-6	weeks
Vlasis Park Master Planning Phase	16-20	weeks

Supplemental Services

As a full service design firm dedicated to serving the complete built environment, Lawrence Group offers a range of supplemental services beyond traditional architectural practice. At your request we can provide fee proposals, based on scope and schedule for a variety of supplemental services including, but not limited to:

- Graphics
- Furniture Procurement
- Furniture Specifications
- Animation
- Rendering

Excluded Services

The following services are not included in this proposal:

- Facilitation of bidding / Contractor negotiation phase
- Construction documentation or design of playground, furnishings, or plantings.
- Construction Administration / Observation
- Irrigation design
- Geotechnical Engineering
- Structural Engineering
- MEP/FP Engineering
- Acoustical Consulting
- Coordination with Testing Agencies

- Graphic Design
- Zoning variance filing
- Historic Tax Credit services

Compensation

Basic Services

Lawrence Group will provide Basic Services for a fixed sum of Fifty Four Thousand Five Hundred and Sixty Eight Dollars (\$54,568)

Total: \$54,568

Additional Services

Compensation for Additional Services is in addition to compensation for Basic Services and shall be calculated using Lawrence Group's and its consultants' standard hourly rates and billed monthly. Standard hourly rates are subject to annual adjustment.

Lawrence Group - 2021 Standard Hourly Billing Rates

Principal	\$250
Associate Principal	\$220
Senior Associate II	\$200
Senior Associate I	\$190
Associate II	\$160
Associate I	\$140
Pre Associate II	\$130
Pre Associate I	\$115
Emerging Professional	\$80
Technical / Clerical	\$80

Consultants

The cost of consultants required by this project, but not included in Basic Services Compensation, shall be billed as an additional service. The cost of consultants contracted with Lawrence Group shall be billed to the Owner at one and five-hundredths (1.05) times the direct cost to Lawrence Group.

Reimbursable Expenses

The cost of reimbursable expenses including, but not limited to, document reproduction (except for bid document printing which shall be billed directly to the Owner), long distance communications, travel, mileage and delivery services, shall be included in Lawrence Group's fixed sum compensation for Basic Services.

Invoicing and Payments

Lawrence Group will invoice the Owner monthly for services rendered. Payment is due upon receipt of invoice. Any payment outstanding beyond sixty (60) days from date of invoice shall be cause to stop progress on the work.

The Owner shall pay all outstanding balances in full before Lawrence Group releases Construction Documents for building permit application.

Owner agrees to pay interest on all amounts invoiced and not paid or objected to in writing for valid cause, within thirty (30) days from date of invoice at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted by applicable law), until paid. Owner agrees to pay Lawrence Group the cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees.

If the services covered by this agreement have not been completed within eighteen (18) months of the date hereof, through no fault of Lawrence Group, extension of Lawrence Group's services beyond that time shall be compensated as additional services.

Please indicate your acceptance of this proposal by signing and returning one copy for our files. Upon receipt of the executed proposal, Lawrence Group will proceed with services under the terms described above, for this Project incorporating the terms of this proposal.

Thank you very much for considering Lawrence Group. Please do not hesitate to contact us if you have any questions.

Respectfully submitted:



Jordan Wilkinson, Associate
Landscape Architect, PLA, ASLA

Chris Conway, Director of Parks and Recreation
City of Ballwin

cc: Laura Conrad
Project file #2021085

Miscellaneous Provisions

Standard of Care

Lawrence Group is providing a professional service. Lawrence Group shall perform its services consistent with the professional skill and care ordinarily provided by an architect practicing in the same or similar locality under the same or similar circumstances. Lawrence Group shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Lawrence Group does not warrant that the documents and drawings produced will be either perfect or free of defects.

Compensation for Revisions to Construction

Documents

Additional drawings and changes appropriate throughout the project for the purpose of communicating design intent or coordinating the original design will be provided by Lawrence Group at no additional cost to the Owner. Any changes made to the design that are either requested by the Owner after the completion of the design development phase or that cause a change in scope as defined in the Project Understanding will constitute a change in work scope and be cause for payment for additional services at standard hourly rates.

Ownership of Construction Documents

The construction documents and any other documents prepared by Lawrence Group for this project are instruments of Lawrence Group's service for use solely with respect to this project and, unless provided otherwise, Lawrence Group shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies of Lawrence Group's design, construction documents and other miscellaneous documents for information and reference in connection with the Owner's use and occupancy of the project. The Owner shall not use the design, construction documents, and other miscellaneous documents for other projects, except by agreement in writing and with appropriate compensation to Lawrence Group.

Responsibility for Construction Cost

Lawrence Group's review of the Owner's Project budget and Construction Cost estimates by Owner Construction Manager is solely for guidance in preparing the Construction Documents. Lawrence Group does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or cost estimates.

Insurance

Upon request, Lawrence Group will furnish a certificate of professional liability insurance indicating the Owner as Certificate Holder. Lawrence Group maintains coverage of \$2,000,000 per occurrence.

Limitation of Liability

The Owner agrees to limit Lawrence Group's liability to the Owner, the Tenant, and to all construction contractors and subcontractors on the project, due to Lawrence Group or its Consultants' negligent acts, errors or omissions to Lawrence Group's total fee. No action shall be

commenced against Lawrence Group or Consultants in connection with the Project after the termination of one year following the date of final invoices.

Waiver of Consequential and Subrogation

Damages

To the extent damages are covered by property insurance, Owner and Lawrence Group waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. Owner or the Lawrence Group, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. In addition, Owner and Lawrence Group waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

Contractor Selection

The Owner is ultimately responsible for selecting a General Contractor for construction of the project as well as any preconstruction services. Any suggestions or recommendations by Lawrence Group regarding a General Contractor or subcontractor shall not be taken as a guarantee of the integrity or work performed by that contractor. Lawrence Group shall not be held liable for any claim arising from disputes between Owner and contractors.

The Owner agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Owner's contract with the General Contractor. In addition, the Owner agrees that the General Contractor will name Lawrence Group as an additional insured on the General Contractor's liability insurance policy.

Dispute Resolution

Lawrence Group shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this Agreement, any provision wherein Architect waives any rights to a mechanic's lien, or any provision conditioning Lawrence Group's right to receive payment for its work upon payment to client by any third party. These general conditions are notice, where required, that Lawrence Group shall file a lien whenever appropriate to collect past due amounts.

Termination and Suspension

If Owner fails to make payments to Lawrence Group in accordance with this Agreement, such failure shall be considered substantial breach, and nonperformance and cause for termination or, at Lawrence Group's option, cause for suspension of performance of services under this Agreement. If Lawrence Group elects to suspend services, Lawrence Group shall give seven days' written notice to Owner before suspending services. In the event of a suspension of services, Lawrence

Group shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Lawrence Group shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Lawrence Group's services. Lawrence Group's fees for the remaining services and the time schedules shall be equitably adjusted.

Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. In the event of termination not the fault of Lawrence Group, Lawrence Group shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses. Termination Expenses are in addition to compensation for Lawrence Group's services and include expenses directly attributable to termination for which Lawrence Group is not otherwise compensated, plus an amount for Lawrence Group's anticipated profit on the value of the services not performed by the Lawrence Group.

If Lawrence Group's activity on this Project ceases for a period of three months and there remains an outstanding balance, Lawrence Group reserves the right to subject the property to a mechanic's lien under the laws of the state in which the project is located.

Hazardous Materials - Suspension of Services

Both parties acknowledge that Lawrence Group's professional services do not include any services related to the presence of any hazardous or toxic materials and as such Lawrence Group is not responsible for the presence of hazardous or toxic materials. In the event Lawrence Group suspects that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of Lawrence Group's services, Lawrence Group, at its option and without liability for consequential or any other damages, shall suspend performance of its services under this Agreement until Owner retains appropriate consultants or contractors at Owner's expense to identify and abate or remediate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

Project Documentation

Lawrence Group shall be allowed to publish material presented to the public in our portfolio of projects. Information that is not part of public presentations will require the approval of the Owner prior to Lawrence Group utilizing the information. Lawrence Group will be allowed to photograph the completed project for inclusion in Lawrence Group's portfolio.

Staff Report

Subject: Salt Conveyor & Brine Tank

Department/Program: Public Works/ Snow and Ice Control

Recommendation: To authorize the City Administrator to approve repairs for the salt conveyor and purchase a new calcium chloride tank not to exceed \$50,000.

Explanation: The salt conveyor was installed in 2004; it is used to load salt into our salt dome at a capacity of 5000 tons. Currently we have approximately 4486.52 tons of salt in the dome. We plan to order 1000 tons of salt for the fall delivery and spend around \$60,000 to bring the dome to full capacity leaving \$80,462.56 in this account. The current budget for salt is \$190,000 with \$140,462.56 remaining from the spring salt delivery. The conveyor repairs are estimated around \$32,918.64 and the calcium chloride tank is estimated around \$13,000. We have needed repairs on the conveyor for some time and this would be a good year to make these repairs due to the light winter in 2020.



Submitted By: Jim Link, Ballwin Public Works

Date: 5/4/21







