



BOARD OF ALDERMEN

Meeting Agenda

JUNE 22, 2020

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. May 11, 2020 Board of Aldermen Meeting
 - b. May 7, 2020 Board of Aldermen Closed Meeting
 - c. May 13, 2020 Board of Aldermen Closed Meeting
 - d. June 6, 2020 Board of Aldermen Closed Meeting
5. **Presentation**
 - a. Swearing In of Elected Officials
6. **Roll Call**
7. **Citizen Comments**
8. **Employee Recognition - Retirees**
9. **Legislation**
 - a. Bill 4062 – Reinke Rd. Lot Split
 - b. Bill 4063 – Ballwin City Administrator
 - c. Resolution – Lafayette Area Police Agency Mutual Aid
10. **Consent Items**
 - a. Administration - Liquor Licenses/Picnic License – Craft Beer Festival
 - b. Administration – Destruction of Records
11. **Mayor's Report**
12. **City Administrator's Report**
13. **Staff Reports**
 - a. Police – Stop Sign Recommendations
 - b. Public Works – Fred Kemp Ct
 - c. Public Works – Easement/Right of Way Tree Clearing and Removal
14. **City Attorney's Report**
15. **Aldermanic Comments**
16. **Closed Session**
17. **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

JUNE 22, 2020

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

This meeting of the Ballwin Board of Aldermen will be conducted live in accordance with the assembly guidelines limiting attendance to 25% of room capacity. The meeting room has been set up to insure social distancing. To insure compliance, staff and/or members of the general public may be required to wait in the lobby and adjacent spaces.

MINUTES: Enclosed please find the May 11, 2020 Board of Aldermen Meeting minutes, the May 7, 2020 Board of Aldermen Closed Meeting minutes, the May 13, 2020 Board of Aldermen Closed Meeting minutes and the June 6, 2020 Board of Aldermen Closed Meeting minutes.

PRESENTATION

Swearing In of Elected Officials:

Ward 1:	Alderman Michael Finley
Ward 2	Alderman Kevin M. Roach
Ward 3	Alderman Frank Fleming
Ward 4	Alderman Raymond Kerlagon

EMPLOYEE RECOGNITION

Sgt. Ron Moushey, Parks employee Dan Trower and Public Works maintenance worker Pete Kraut are all retiring after lengthy service with the City. All three have been invited to attend the start of the meeting so they can be recognized for their dedication and contributions.

LEGISLATION

Bill 4062 – AN ORDINANCE APPROVING A SPLIT OF THE LOT KNOWN AND NUMBERED AS 703 REINKE ROAD IN THE CITY OF BALLWIN.

The lot split has been presented to Planning and Zoning and was approved by the committee.

Bill 4063 - AN ORDINANCE APPOINTING A CITY ADMINISTRATOR AND APPROVING AN EMPLOYMENT AGREEMENT

This legislation formalizes the appointment of a new City Administrator to replace Bob Kuntz who will be re-retiring in the next few weeks.



BOARD OF ALDERMEN

Meeting Briefs

JUNE 22, 2020

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

Resolution - A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN LAFAYETTE AREA POLICE AGENCIES.

This resolution supports a memorandum of understanding between the police agencies of Ballwin, Chesterfield, Ellisville, Manchester and Town & Country to share personnel, equipment and resources for their mutual benefit.

CONSENT ITEMS

ADMINISTRATION – Liquor Licenses/Picnic License – Craft Beer Festival

Liquor licenses for Ballwin businesses and restaurants as well as the Picnic License for the Craft Beer Festival are presented for the Board's approval.

ADMINISTRATION – Destruction of Records

Staff requests the Board's approval to destroy the items listed on the Notice of Destruction of Records.

MAYOR'S REPORT

CITY ADMINISTRATOR'S REPORT

STAFF REPORTS

POLICE – Stop Sign Recommendations

Sometime ago, the Board authorized a comprehensive study and analysis of all of our stop signs by T2 traffic engineering. Implementation for most of the changes would require further study and cost commitment. Due to our uncertain financial condition, we were reluctant to move forward. Officer Burgoyne and the traffic unit have conducted further study and he is prepared to present a few no/low cost options for Board consideration at this time.

PUBLIC WORKS – Fred Kemp Ct.

Staff is requesting legislation be enacted to accept the streets and sidewalks of Fred Kemp Ct. for City maintenance.



BOARD OF ALDERMEN

Meeting Briefs

JUNE 22, 2020

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

PUBLIC WORKS – Easement/Right of Way Tree Clearing and Removal

Sometime ago, the Board authorized solicitation of bids to supplement our efforts and reduce backlog. We have 262 open work orders in our system with an additional 1215 ash trees to be removed. Acceptance of the low bid, based on a \$30,000 expenditure cap, would enable us to remove an additional 127 trees. Direction, by motion, is requested.

CITY ATTORNEY'S REPORT

ALDERMANIC COMMENTS



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

7:00 PM 1 GOVERNMENT CTR./ZOOM 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 Tim Pogue at 7:07 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 Bob Kuntz
City Attorney Robert Jones

Absent

MINUTES

The Minutes from the April 27, 2020, 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 27, 2020 Board of Aldermen meeting. A voice vote was taken with a unanimous affirmative result and the motion passed.



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

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

PRESENTATION

2019 AUDIT REPORT

The 2019 Audit Report was presented by Rick Gratza, Partner, and Allison Weems, Audit Manager, with Kerber, Eck & Braeckel LLP. The financial statements received an unmodified opinion with no material weaknesses or material noncompliance noted. No new accounting policies were adopted during the year, and no misstatements were detected as a result of audit procedures.

A series of charts were presented which reflected various ratios for the City in each of the past three years. The *level of fund balance* that is unassigned in the general fund as a percentage of expenditures is 48%, with 20% usually considered desirable. *Capital asset condition* is 31%. Over the past three years, the City's depreciable capital assets have had approximately a third of their useful lives remaining indicating a continual investment by the City that is keeping pace with depreciation. The *pension plan funding ratio* is 93%. Plans with a funding ratio of 80% or more are generally considered healthy plans. The *current ratio* is a measure of the City's ability to pay its short-term obligations. The City's ratio is 10.4%; a current ratio of 2.00 or higher indicates good current liquidity and an ability to meet the short-term obligations.

LEGISLATION

Bill 4060 – Zero Property Tax

AN ORDINANCE SETTING THE REAL ESTATE TAX RATE OF ZERO (0%) PERCENT IN THE CITY OF BALLWIN FOR THE FISCAL PERIOD BEGINNING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020.

A motion was made by Alderman Fleming and seconded by Alderman Finley for a first reading of Bill 4060, title only. A voice vote was taken with unanimous affirmative result and Bill 4060 was read for the first time.

In discussion of Bill 4060:

None

A motion was made by Alderman Fleming and seconded by Alderman Bullington for a second reading of Bill 4060. A voice vote was taken with unanimous affirmative result and Bill 4060 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4060 with the following results:

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

Nays -- None.

Bill No. 4060 was approved and became Ordinance No. 20-08



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

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

Bill 4061 - AN ORDINANCE AMENDING THE FINAL DEVELOPMENT PLAN FOR OLDE TOWNE PLAZA

A motion was made by Alderman Kerlagon and seconded by Alderman Roach for a first reading of Bill 4061, title only. A voice vote was taken with unanimous affirmative result and Bill 4061 was read for the first time.

In discussion of Bill 4061:

Mayor Pogue stated this petition was reviewed at the Planning and Zoning Meeting and was unanimously supported by the commission. City Attorney Jones stated he was satisfied that his concerns had been addressed.

A motion was made by Alderman Stallmann and seconded by Alderman Bullington for a second reading of Bill 4061. A voice vote was taken with unanimous affirmative result and Bill 4061 was read for a second time.

A roll call vote was taken for passage and approval of Bill No. 4061 with the following results:

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

Nays -- None.

Bill No. 4061 was approved and became Ordinance No. 20-09

Resolution - A RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING WITH THE REGIONAL JUSTICE INFORMATION SERVICE (REJIS) FOR ACCESS TO COMPUTER AIDED DISPATCHING INFORMATION.

Discussion:

Mayor Pogue asked Chief Schaeffler if he had anything to add regarding the resolution. Chief Schaeffler stated he feels it's a good idea. Alderman Finley asked how long we had been using this service; City Administrator Kuntz stated this is a renewal, not something new.

A motion was made by Alderman Bullington and seconded by Alderman Roach to approve the resolution as submitted.



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

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

Resolution - A RESOLUTION OF SUPPORT FOR ANNEXATION OF RESIDENTIAL PROPERTIES IN WATERFORD SUBDIVISION WITH ADDRESSES ON KYLEWOOD COURT AND KYLEWOOD PLACE.

Discussion:

City Administrator Kuntz stated there was a meeting with the trustees before the Covid restrictions had been put in place. The meeting and annexation was driven by the homeowners; the meeting was well attended. We provided a petition to the trustees; they went door-to-door and got approximately 82-85% of the homeowner signatures. The petitions would be submitted to the St. Louis County Boundary Commission.

A motion was made by Alderman Roach and seconded by Alderman Utt to support the annexation.

CONSENT ITEMS

POLICE - Ammunition

Staff recommends purchasing ammunition from Gulf States Distributors, which is the low bid.

Discussion:

None

A motion was made by Alderman Roach and seconded by Alderman Bullington to accept the staff recommendation to purchase ammunition from Gulf States Distributors. A voice vote was taken with unanimous affirmative result and the motion passed.

PUBLIC WORKS – Salt

Staff is requesting authorization to spend \$56,000 with the St. Louis APWA Salt Co-op managed by the City of Chesterfield. Staff is also requesting authorization to obtain requests for proposals from a secondary salt supplier up to \$115,000.

Discussion:

There was a discussion about how much salt we currently have on hand and how much salt we should be able to purchase with the funds requested. Public Works Director Jim Link estimates we should be able to fill the dome when the request for proposal is made for a secondary salt supplier. Alderman Roach asked if bids will come later for the secondary salt; Mr. Link replied there would be bids for the secondary supplier.

A motion was made by Alderman Roach and seconded by Alderman Bullington to authorize the initial \$56,000 purchase and obtain requests for proposal from a secondary supplier, up to \$115,000.



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

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MAYOR'S REPORT

In accordance with past practice, it is recommended that we schedule only one Board meeting during each of the months of June, July and August. In the past, these meetings have been conducted on the third Monday to accommodate business resulting from Planning and Zoning actions; Mayor Pogue asked that the meetings be held on the fourth Monday during these months. Direction, by motion, is requested.

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

Mayor Pogue stated the contract for City Administrator Bob Kuntz will be extended for one month, through June 30, 2020.

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

CITY ADMINISTRATOR'S REPORT

City Administrator Kuntz reported on the Police Department building final design. The recommendation is to reject bids and postpone moving forward indefinitely as it is not practical to go ahead with the building at this time. He stated that the recommendation likely would have been JEMA. There was discussion regarding the building reserve fund and if it should be dissolved. Mayor Pogue stated he would not recommend that and the fund should be kept in place. Aldermen Stallmann and Fleming agreed, stating it is still our intention to move forward with the project at some point. City Attorney Jones recommended a motion be made to postpone the process and not award a contract for final design at this time.

A motion was made by Alderman Fleming and seconded by Alderman Stallmann to postpone the process. A voice vote was taken with unanimous affirmative result and the motion passed.

Mr. Kuntz advised we have City of Ballwin facemasks available for everyone.

CITY ATTORNEY'S REPORT

Nothing to report



DRAFT MINUTES
BOARD OF ALDERMEN
Meeting Minutes

MAY 11, 2020

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ALDERMANIC COMMENTS

A motion was made by Alderman Fleming to adjourn. The motion was seconded by Alderman Finley. The motion passed by unanimous voice vote. The meeting adjourned at 7:56 pm.

_____ TIM POGUE, MAYOR

ATTEST:

_____ POLLY MOORE, CITY CLERK

MINUTES OF THE CLOSED SESSION – MAY 7, 2020
BALLWIN BOARD OF ALDERMEN

The Ballwin Board of Aldermen convened in closed session on May 7, 2020 at 6:08 p.m. by Zoom videoconference. Present were Mayor Pogue and Aldermen Finley, Roach, Fleming, Stallmann, Bullington and Utt, City Attorney Robert E. Jones, Lee Szymborski and Finance Director Denise Keller.

[REDACTED]

Alderman Kerlagon joined the meeting.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A motion was made by Alderman Bullington 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 Kerlagon	aye
Alderman Utt	aye

The closed session adjourned at 8:53 p.m.

/s/ Robert E. Jones

Robert E. Jones
Acting Secretary

MINUTES OF THE CLOSED SESSION – MAY 13, 2020
BALLWIN BOARD OF ALDERMEN

The Ballwin Board of Aldermen convened in closed session on May 13, 2020 at 6:04 p.m. by Zoom videoconference. Present were Mayor Pogue and Aldermen Finley, Roach, Kerlagon, Fleming, Stallmann, Bullington, Leahy and Utt, City Attorney Robert E. Jones, Lee Szymborski and Finance Director Denise Keller.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

A motion was made by Alderman Fleming to adjourn the closed session. 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 Kerlagon	aye
Alderman Utt	aye
Alderman Leahy	aye

The closed session adjourned at 9:41 p.m.

/s/ Robert E. Jones

Robert E. Jones

Acting Secretary

MINUTES OF THE CLOSED SESSION – JUNE 6, 2020
BALLWIN BOARD OF ALDERMEN

The Ballwin Board of Aldermen convened in closed session on June 6, 2020 at 8:44 AM at 1 Government Center. Present were Mayor Pogue and Aldermen Finley, Kerlagon, Fleming, Stallmann, Bullington, Leahy and Utt, City Attorney Robert E. Jones and Lee Szymborski.

[REDACTED]
Alderman Roach joined the meeting. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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 Kerlagon	aye
Alderman Utt	aye
Alderman Leahy	aye

The closed session adjourned at 2:13 PM.

/s/ Robert E. Jones

Robert E. Jones
Acting Secretary



Bill No. 4062

Ordinance No. _____

INTRODUCED BY

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

AN ORDINANCE APPROVING A SPLIT OF THE LOT KNOWN AND NUMBERED AS 703 REINKE ROAD IN THE CITY OF BALLWIN.

WHEREAS, a petition was received from THD Design Group to split the lot known and numbered as 703 Reinke Road in the City of Ballwin; and

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

WHEREAS, a public hearing before the Planning and Zoning Commission was held on March 2, 2020, upon the petition, due notice of which was published and posted according to law and ordinance; and

WHEREAS, the Planning and Zoning Commission has submitted its report to the Board of Aldermen and has recommended that said lot be split in accordance with the petition received; and

WHEREAS, upon review and due consideration of the Planning and Zoning Commission's report, minutes and recommendation, review of the City's Ordinance regarding simple lot splits (Article II, Section 25-38) and submissions of the Petitioner, the Board of Aldermen finds and determines that said lot split meets the criteria contained in the Ordinance.

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

Section 1. A split of the lot known and numbered as 703 Reinke Road in the City of Ballwin is hereby approved.

Section 2. The lot split plat of 703 Reinke Road shall be tendered to the St. Louis County Recorder of Deeds by the Petitioner for recording.

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

PASSED this ____ day of _____, 2020. _____
TIM POGUE, MAYOR

APPROVED this ____ day of _____, 2020. _____
TIM POGUE, MAYOR



Bill No._____

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR



Bill No. 4063
Ordinance No. _____

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

**AN ORDINANCE APPOINTING A CITY ADMINISTRATOR AND APPROVING AN
EMPLOYMENT AGREEMENT**

WHEREAS, the Board of Aldermen of the City of Ballwin has conducted an exhaustive nationwide search to identify eligible, qualified candidates for the position of City Administrator; and

WHEREAS, the Board of Aldermen deems it to be in the best interest of the residents of the City of Ballwin to hire a new City Administrator and offer an Employment Agreement that sets forth the conditions of employment as City Administrator of the City of Ballwin.

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

Section 1. The Employment Agreement attached hereto as Exhibit 1 is approved and the Mayor is authorized to sign the same on behalf of the City of Ballwin.

Section 2. The new City Administrator shall have the duties, responsibilities and authority as are prescribed in the Code of Ordinances of the City of Ballwin, Missouri.

Section 3. All ordinances or parts of ordinances in conflict herewith are to the extent of such conflict repealed.

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

PASSED this _____ day of _____, 2020.

TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2020.

TIM POGUE, MAYOR

ATTEST: _____
ROBERT KUNTZ, CITY ADMINISTRATOR

Resolution

City of Ballwin, Missouri

INTRODUCED BY

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

A RESOLUTION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN LAFAYETTE AREA POLICE AGENCIES.

WHEREAS, the police agencies in the Cities of Ballwin, Chesterfield, Ellisville, Manchester and Town & Country have determined that sharing personnel, equipment and resources is to the mutual benefit of all agencies.

THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Ballwin that the Chief of Police of the City of Ballwin is hereby authorized to execute a Memorandum of Understanding between Lafayette Area Police Agencies in the form attached hereto as Exhibit A and to undertake the duties described therein.

PASSED this ____ day of _____, 2020.

TIM POGUE, MAYOR

ATTEST: _____
CITY CLERK



LAFAYETTE AREA POLICE AGENCY

MEMORANDUM OF UNDERSTANDING

This purpose of this document is to describe the mutual aid agreement and an understanding of the sharing of resources between the following police agencies: Ballwin Police Department, Chesterfield Police Department, Ellisville Police Department, Manchester Police Department and Town & Country Police Department. All departments located within St Louis County, MO.

WHEREAS, the parties have determined that providing resources across jurisdictional boundaries will increase the ability of the local law enforcement agencies to promote the public safety and protect the general welfare of the citizens, and intend by this accord to enter into a reciprocal agreement for cooperation in furnishing resources and for the use of their joint police forces, their equipment and materials for their mutual protection, defense and maintenance of peace and good order; and

WHEREAS, the parties agree that the sharing of personnel, equipment and expertize resources creates a more efficient delivery of serves; and

WHEREAS, the parties agree that it is it to their mutual benefit to cooperate in the enforcement of laws.

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, subject to the specific terms and conditions herein, the parties hereto jointly resolve and agree with one another as follows:

1. The following definitions apply to this Memorandum of Understanding (the plural version of any defined term meaning two or more instances of the defined term):
 - a. Signatory Agency – An Agency that has executed this agreement by signature of an authorized individual for the Agency.
 - b. Resources – Personnel, Equipment or Expertise (or any combination therein).
 - i. Personnel – Missouri State P.O.S.T. certified Peace Officers
 - ii. Equipment – includes, but is not limited to; marked police vehicles, unmarked police vehicles, all-terrain vehicles (ATV/UTV), speed detection devices, surveillance equipment, unmanned aircraft systems (drones), forensic tools, evidence collection tools and Police K-9.
 - iii. Expertise – Personnel trained in a particular discipline with the certification to apply, or train others in, that discipline's techniques.
 - c. Federal Aviation Administration (FAA) licensed pilot in command, under 14 CFR part 107, for unmanned aircraft systems (drones).
 - d. Requesting Agency - A Signatory Agency to this document that has primary jurisdiction over the area of interest and, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate and/or efficient response to an incident(s) without the assistance of others.
 - e. Responding Agency -A Signatory Agency to this document that provides resources.

2. The principal law enforcement officer of the respective parties, or the officer commanding in his or her absence, is authorized to determine the need for additional resources, without the necessity of deputizing officers from the other cooperating jurisdictions, when a need exists. Such officers and their principals shall have full police powers as conferred upon them by law during the period of such need in the jurisdiction which they do not normally serve. In such cases, they may participate in law enforcement activities beyond their respective jurisdiction to the extent authorized by the general laws of Missouri.
3. Each Signatory Agency shall notify its police officers and general liability insurance carriers of this agreement.
4. Nothing herein shall be construed so as to interfere with or supersede any Signatory Agency's collective bargaining agreement with its employees' respective representation. To the extent that any collective bargaining agreement between a Signatory Agency and its employees' representation is inconsistent with this document, the aforementioned collective bargaining agreement shall control. Each Signatory Agency shall review any and all applicable collective bargaining agreements it is a party to in order to determine its obligations thereunder.
5. In the event that a determination is made that law enforcement assistance is required, the law enforcement officer authorized to act shall communicate the determination to the principal law enforcement officer or his/her then officer in command of the law enforcement agency from which assistance is requested. In the event where immediate response is required for the Requesting Jurisdiction said request may be made through general dispatch at the direction of the requesting officer.
6. Upon receipt of a request for assistance, the officer receiving the request shall consider the circumstances in the requesting jurisdiction. He/she shall evaluate the disposition and availability of his/her own resources, and the capacity of his/her own agency to provide the requested assistance. The receiving officer who concurs in the existence of a need of law enforcement assistance within the Requesting Jurisdiction shall provide such assistance as is consistent with the circumstances within the requesting jurisdiction and the availability of his/her agency's own forces.
7. Nothing contained in this agreement shall compel any party hereto to respond to a request for assistance when its own resources are, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, needed or are being used within the boundaries of its own jurisdiction. No party actually providing assistance pursuant to this document shall be compelled to continue with such assistance if, in the opinion of the agency's principal law enforcement officer or his/her then officer in command, its personnel and/or equipment are needed for other duties within its jurisdictional boundaries. The Requesting Agency agrees that this agreement shall not give rise to any liability or responsibility for the failure of any other Signatory Agency to respond to any request for assistance made pursuant to this agreement.
8. During the period assistance is provided, personnel of the Responding Agency shall operate in the Requesting Agency with the same powers, rights, benefits, privileges, and immunities as are enjoyed by the members of the Requesting Agency. Each officer who enters the jurisdiction of the Requesting Agency pursuant to this document is authorized to exercise the full police powers of the requesting agency's law enforcement personnel. This specifically includes the authority of law enforcement officers to make arrests. For the purposes of this agreement, it is

understood that the assisting party is considered to be rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

9. The principal law enforcement officer of any agency receiving assistance under this agreement shall be responsible for directing the activities of other officers, agents, or employees coming into the Requesting Agency.
10. The law enforcement officers, agents, and employees of a Responding Agency when acting beyond its territorial limits, shall have all of the immunities from liability and exemptions from laws, ordinances and regulations and shall have all of the pension, relief, disability, workers' compensation and other benefits enjoyed by them while performing their respective duties within the territorial limits of their own jurisdiction.
11. Each party to this agreement shall waive any and all claims against other Signatory Agencies which may arise from their activities outside their respective jurisdictions when acting under this agreement.
12. The Signatory Agencies shall not be liable to each other regarding reimbursement for injuries to personnel or damage to equipment incurred when going to or returning from another jurisdiction. The parties shall not be accountable to each other for the salaries or expenses of their personnel, vehicles, and equipment used in association with, or arising out of, the rendering of assistance pursuant to this agreement. All equipment provided or services performed under this agreement shall be provided without reimbursement to the Responding Agency from the Requesting Agency. Nothing contained herein shall prohibit a Responding Agency from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a request from other sources. The Requesting Agency agrees to cooperate with any effort to seek reimbursement or defrayment of expenses on the part of Responding Agency.
13. Throughout the duration of any response for assistance, the Requesting Agency shall provide for adequate radio communications with personnel of the Responding Agency. This may be in the form of agency-owned radios, radio network interfacing, or use of multi- jurisdictional radio frequencies.
14. If any part, term, or provision of this agreement is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Missouri, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties to this agreement shall be construed and enforced as if the agreement did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Missouri.
15. All Signatory Agencies to this agreement agree to comply with federal, state, county, and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the signatory jurisdictions' respective performances of the provisions of this agreement.
16. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Agencies to this agreement. Each Signatory Agency is acting in its own individual capacity and not as the agent of any other Agency which is created by this agreement.

17. Nothing contained within this agreement shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Jurisdictions to this agreement. Each Signatory Jurisdiction is acting in its own individual capacity and not as the agent of any other Jurisdiction which is created by this agreement.

IN WITNESS WHEREOF, each individual signing below represents and warrants that he or she is fully authorized to sign and deliver this agreement in the capacity set forth beneath his or her signature and the parties hereto have signed this agreement as of the date and year written below.

Ballwin Police Department

Name _____

Signature_____

Title _____

Date _____

Chesterfield Police Department

Name _____

Signature_____

Title _____

Date _____

Ellisville Police Department

Name _____

Signature_____

Title _____

Date _____

Manchester Police Department

Name _____

Signature_____

Title _____

Date _____

Town & Country Police Department

Name _____

Signature_____

Title _____

Date _____

LIQUOR LICENSES FOR APPROVAL

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 EPPLE	PO BOX 456	JEFFERSON CITY	MO	65102
BALLWIN ATHLETIC ASSOCIATION	BALLWIN ATHLETIC ASSOCIATION	PO BOX 4106		BALLWIN	MO	63022
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 EPPLE	PO BOX 456	JEFFERSON CITY	MO	65102
CANDICCI'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 EPPLE	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 DENNISON DR		BALLWIN	MO	63021
KABUKI	YONG 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
SPIRITS AND GYROS	MOONLIGHT BISTRO LLC	15581 MANCHESTER RD		BALLWIN	MO	63011
TARGET STORE T-0026	TARGET STORE T-0026	ATTN: LORENE EPPLE	PO BOX 456	JEFFERSON CITY	MO	65102
TEXAS ROADHOUSE	TEXAS ROADHOUSE HOLDINGS LLC	ATTN: LORENE EPPLE	PO BOX 456	JEFFERSON CITY	MO	65102
THE WOLF CAFÉ	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

Picnic License for Craft Beer Festival

BALLWIN VISUAL & PERFORMING ARTS	BALLWIN VISUAL & PERFORMING ARTS	1 GOVERNMENT CTR	BALLWIN	MO	63011
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NOTICE OF DESTRUCTION OF RECORDS

Per the Missouri Secretary of State – State Archives – Local General Records Retention Schedule, August, 2016.

DESTRUCTION REQUESTS:

The following records must be retained through "completion of audit":

- 2018-2019 accounts payable vouchers and invoices – excluding court - paper (scanned files retained)
- 2018-2019 cash receipts – excluding court - paper (scanned files retained)
- 2018-2019 accounts receivable files – paper (scanned files retained)
- 2018 budget preparation records – paper
- 2018-2019 escrow receipts and vouchers – paper (scanned files retained)

The following records must be retained through "completion of audit" plus 1 year:

- 2017-2018 monthly bank reconciliations- other* – paper (scanned files retained)
- 2017-2018 Investment statements (matured investments) – paper
- 2017-2018 Check Registers – other* – paper (scanned files retained)

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

- 04/01/2016 – 03/31/2018 contractor licenses – paper (scanned files retained)

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

- 2015-2016 payroll time sheets – paper (scanned files retained)
- 2015-2016 Public notices – 6-month Revenue/Expenditure Statements
- 2015-2016 Public notices – Budget Public Hearing

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

- 2013-2014 monthly and end-of-year journal entries – paper (scanned files retained)
- 2013-2014 accounts payable registers - paper (scanned files retained)
- 2013-2014 audit work papers

The following records must be retained through "completion of audit" and superseded.

- 2018-2019 Disposed Fixed Assets records – paper (scanned files retained)

DATE OF DESTRUCTION:

To be destroyed June 23, 2020, following approval by the Board of Aldermen at its June 22, 2020 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, Bail Bond, TDD, and Special Allocations accounts.

NOTICE OF DESTRUCTION OF RECORDS

Per the Missouri Secretary of State – State Archives – Local General Records Retention Schedule, August, 2016.

DESTRUCTION REQUESTS:

The following records must be retained through "completion of audit" plus 1 year:

2018 NSF checks and files – paper

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

2017(August) – 2018 (December) Credit Card Receipts

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

04/01/2016 – 03/31/2018 business licenses – paper (scanned files retained)

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

2015-2016 Cancelled Pointe Debit Contracts – paper (scanned files retained)

DATE OF DESTRUCTION:

To be destroyed June 30, 2020, following approval by the Board of Aldermen at its June 22, 2020 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.



BALLWIN POLICE DEPARTMENT

INTEROFFICE MEMORANDUM

DATE: 05/16/2020

TO: Col. Doug Schaeffler

FROM: P.O. Burgoyne DSN #307

SUBJECT: Stop Sign Project Recommendations

Sir,

Due to the economic uncertainty brought about by the ongoing Covid-19 pandemic, I have identified the top 5 implementations that I believe we can complete in house in order to reduce the cost of the traffic signage project. These recommendations are made with both consideration of the Ballwin Police Department's Traffic Safety Unit as well as the findings from Phase 1 of the traffic engineering study completed by T2.

Location 1: Ramsey Lane and Manchester: Refreshing the stop bar on Ramsey Lane prior to Manchester.

Location 2: Ballwin Manor at Manchester Road: Add a stop sign and stop bar stripping as there is currently nothing in place where Ballwin Manor intersects with Manchester.

Location 3: Ries Road at Twigwood Drive/Caravel Court: Increase the stop sign sizes fto 36"X36: on the multlane approaches (Northbound, Southbound, Eastbound).

Location 4: Lennox and Mayfair Drive: The addition of painted stop bars and centerline stripping on all approaches of this intersection.

Location 5: Holloway Road and Kehrs Mill Road: Currently, we have one LED enhanced stop sign for Southbound traffic on Holloway approaching the intersection. In order to make the intersection uniform, acquiring three more LED enhanced signs may be a solid consideration.

Please note that after consulting with Jim Link, the approximate cost of the suggestions at Location 5: Holloway and Kehrs Mill would be \$12,000. While these signs come with a significant price tag, this is the intersection where we have the most accidents and complaints on a city owned street.

\$6000

Due to a traffic study needing to be completed by T2 in order to remove stop signage, those locations were not considered.

Respectfully submitted,

P.O. Burgoyne DSN #307



Staff Report

Subject: Fred Kemp Ct.

Department/Program: Public Works/ Maintenance Request

Recommendation: Staff recommends we accept Fred Kemp Ct. for City Maintenance.

Explanation: The developer, Kemp Homes Co., has completed the required work and repairs on Fred Kemp Ct. MSD has accepted the sewers for their maintenance, and the detention basin construction has been verified by the design engineer to have been constructed in accordance with the approved plans. The punch list has been completed and the final layer of asphalt has been placed. Therefore, we are requesting that legislation be enacted accepting the streets and sidewalks for City maintenance

Submitted By: Jim Link, Director of Public Works

Date: 6-4-2020



Staff Report

Subject: Easement and Right of Way Tree Clearing and Removal

Department/Program: Property Services/ Tree Trimming and Removal

Recommendation: Staff recommends rejecting all bids.

Explanation: In late February, Public Works requested authorization from the Board to solicit bids for tree trimming and removals in all four wards of Ballwin. Public Works sent out requests for proposals; on 5/29/20 we received and opened two bids. The results are in the table below.

We used a benchmark of \$30,000 and separated the work into three portions so we could adhere to the suggested amount. We also confirmed with the all bidders that they would be willing to honor the individual items of the bid in case the board wanted to decrease the scope of work due to budgetary constraints. We advertised on the City website and placed an ad in the St. Louis Business Journal. We would like direction as this item was **not** budgeted in the 2020 budget.

2020 Easement and ROW Tree Clearing & Removal

Item No.	Description	Gamma Tree	Omni Tree
1	Easement and ROW Clearing	\$37,710	\$113,400
2	Tree Removals	\$82,240	\$76,375
3	Stump Grinding	\$29,430	\$17,995
	Total Bid Price	\$149,380	\$207,770

Submitted By: Jim Link, Director of Public Works

Date: 6/2/2020