



BOARD OF ALDERMEN

Meeting Agenda

JANUARY 28, 2019

7:00 PM 300 PARK DR. BALLWIN, MO 63011

1. *Call to Order*
2. *Roll Call*
3. *Pledge of Allegiance*
4. **Approval of Minutes:** January 14, 2019 Board of Aldermen Meeting Minutes, and the January 14, 2019 Closed Meeting Minutes
5. Presentations: None
6. **Citizen Comments**
7. Public Hearing: None
8. Unfinished Business: None
9. **Legislation (Next Ordinance #19-1)**
 - a. Bill #4015 Elected Officials Compensation
10. **Consent Items**
 - a. Liquor License-Ballwin Sno Cone Company
 - b. Destruction of Records
11. **Mayor's Report**
12. **City Administrator's Report**
 - a. Special Counsel Agreement
13. **Staff Reports**
 - a. Administration: Building Department Fee Survey
 - b. Administration: House Demolition
 - c. Administration: Urban Land Institute
 - d. Administration: New Ballwin Road Engineering Grant Proposal
 - e. Parks and Recreation: Virginia Graeme Baker Act: Pool Upgrades
14. **City Attorney's Report**
15. **Aldermanic Comments**
16. **Closed Session:** Subject to a motion duly made in open session and a roll call vote pursuant to Section 610.022 the Board of Aldermen will hold a closed meeting, with a closed vote and record for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract.
17. **Information Only**
18. **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.



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If you have any questions or concerns about any item on the agenda, please contact me prior to the meeting. If you cannot attend this meeting, please contact Mayor Pogue or me as soon as possible so we can plan accordingly.

- Interim City Administrator Bob Kuntz

MINUTES Enclosed, please find the minutes from the January 14, 2019 Board of Aldermen Meeting and minutes from the January 14, 2019 Closed Session for your review and approval.

NEW BUSINESS

BILL 4015 AN ORDINANCE ESTABLISHING THE MONTHLY COMPENSATION OF THE MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN. After a study of neighboring communities, Ballwin found its elected officials compensation lower than most. Ballwin has not increased elected officials compensation since 1991. This ordinance would revise compensation to \$450 per month for the aldermen and to \$900 per month for the mayor. The revision would go into effect after the April 2, 2019 municipal election.

CONSENT ITEMS

This section includes budgeted items which are low bid and do not exceed expenditure estimates, and/or items which have been previously approved in concept.

ADMINISTRATION **LIQUOR LICENSE-BALLWIN SNO CONE COMPANY**

Staff recommends approving a Full Liquor License (including Sundays) for Ballwin Sno Cone Company located at 151 Ries Rd.

ADMINISTRATION **DESTRUCTION OF RECORDS**

Staff recommends approving the destruction of subdivision files by Microtek upon approval of digital copies.



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OFFICIAL REPORTS

CITY ADMINISTRATOR'S REPORT SPECIAL LEGAL COUNSEL

A motion is required to authorize the City to enter into an agreement with the firm of Harris, Dowell, Fisher and Young L.C. to provide special legal services.

STAFF REPORTS

ADMINISTRATION BUILDING DEPARTMENT FEE SURVEY

Staff recommends increasing the Building Department fee schedule as indicated in the supporting documents.

ADMINISTRATION HOUSE DEMOLITION

Staff recommends hiring the low bidder, The Wrecking Crew to demolish the condemned house at 15569 Clayton Rd.

ADMINISTRATION URBAN LAND INSTITUTE

Staff is seeking additional guidance about whether or not to move forward with the land study through ULI.

ADMINISTRATION NEW BALLWIN ROAD ENGINEERING GRANT PROPOSAL

Staff recommends approving the contract sent by Cochran Engineering for grant application and engineering services for the New Ballwin Road STP project.

PARKS AND RECREATION VIRGINIA GRAEME - BAKER ACT POOL UPGRADES

Staff recommends awarding the bid for the VGBA pool upgrades at North Pointe and The Pointe's Indoor Pool to Westport Pools, the only bidder.



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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 Tim Pogue at 7:01 p.m.

ROLL CALL

Present

Mayor Tim Pogue
Alderman James Terbrock
Alderman Michael Finley
Alderman Kevin M. Roach
Alderman Mark Stallmann
Alderman Frank Fleming
Alderman Jim Leahy
Alderman Ross Bullington
Alderman Raymond Kerlagon
Interim-City Administrator Bob Kuntz
City Attorney Robert E. Jones

Absent

The Pledge of Allegiance was given.

MINUTES

The Minutes from the December 10, 2018, Board of Aldermen meeting were submitted for approval. ***A motion was made*** by Alderman Finley and seconded by Alderman Stallmann to approve the minutes from the December 10, 2018 Board of Aldermen meeting as amended. A voice vote was taken with a unanimous affirmative result and the motion passed.

PRESENTATION

Cochran Engineering gave a presentation about applying for a grant to resurface New Ballwin Road. Ballwin applied for this grant in the past and did not received it. The new proposal would ask for less funds, be completed in a faster time frame, and still meet all requirements. The out of pocket cost for the City to move forward would be \$289,000. ***A motion was made*** by Alderman Roach to proceed with drafting a proposal for the engineering of New Ballwin Road through Cochran Engineering for consideration at a future meeting and seconded by Alderman Stallmann. A voice vote was taken with unanimous affirmative results.



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PUBLIC COMMENTS

Lou Salamone spoke about deer hunting in city limits asking to change the time frame of approving annual permission slips and to update Ballwin's code of ordinances related to contacting homeowners about hunting on common ground.

Richard Boerner addressed the board and requested a refund of \$25.23 for the amount charged to him to provide public records by the City of Ballwin.

CONSENT ITEMS

- a. Bank Signatories
- b. City Hall Furniture
- c. 6 Month Financial Statement
- d. Wildwood Pool Passes

A motion was made by Alderman Fleming and seconded by Alderman Stallmann to accept the Consent Items as recommended by staff. A voice vote was taken with unanimous affirmative result and the motion passed.

MAYOR'S REPORT

Legislative Updates Mayor Pogue asked the board to contact him if they are not receiving updates from the municipal league and he will make sure they receive a copy of those updates.

City Hall Construction Mayor Pogue stated staff will be moving to the new building on April 1, 2019 with a punch list walk through at the end of January. He also stated he will schedule a walk-through opportunity with the board members in February.

Snow Removal Mayor Pogue commended the Public Works Department on their response to a recent large winter weather storm.

Elected Officials Compensation Mayor Pogue asked the board to consider authorizing the City Attorney to draft legislation regarding the compensation of future Ballwin elected officials. An approved increase would not go into effect until after the next election. Mayor Pogue suggested a \$100 increase for aldermen and a \$200 increase for the mayor per month. A study was conducted of nearby cities to compare rates and it was noted the last increase for Ballwin for elected officials was in 1991.



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A motion was made by Alderman Leahy and seconded by Alderman Fleming for the City Attorney to draft legislation related to increasing future Elected Officials compensation to \$900 per month for the mayor and \$450 per month for aldermen. A voice vote was taken with unanimous affirmative result and the motion passed.

INTERIM - CITY ADMINISTRATOR'S REPORT

Policy Manual Update Interim City Administrator Kuntz spoke about making changes to the Ballwin Policy Manual, specifically related to the driving policy and the discipline policy. He stated the updates would be a more progressive and more fair application to the employees while also continuing to take negligence seriously. He requested a motion to make the updates presented by staff.

Alderman Fleming asked if enough discussion was had internally with department heads about the change. Interim City Administrator Kuntz and City Attorney Jones stated they have discussed the policy at length with multiple staff. Alderman Roach stated he would like to work on the policy further and bring it back to a future meeting for approval.

Staff Resignation Interim City Administrator Kuntz announced the resignation of Director of Marketing and Communication Kirsten Hochstetler effective February 1, 2019. He also asked for board authorization to enter into an hourly contract for her to continue to provide services to the City on an as-needed basis during the transition. *A motion was made* by Alderman Fleming and seconded by Alderman Stallmann to authorize this agreement. A voice vote was taken with unanimous affirmative result and the motion passed.

STAFF REPORTS

Municipal Boundary Adjustment Assistant City Administrator Andy Hixson discussed cleaning up Ballwin's municipal boundary lines near Reinke Road. This topic will be brought back to the board as legislation at a future meeting.

Urban Land Institute (U.L.I.) Assistant City Administrator Andy Hixson spoke about hiring the company to do a study on the best future use of the land on which the old city hall currently sits, which will be vacated in a few months. He stated the advantage of using an independent third party company would be to remove the bias or subjectivity of staff deciding what to do with the land internally. The board requested to see examples of



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deliverables the ULI has provided in the past before moving forward as this study would cost the City \$7,500 to conduct.

Legislative Conference Assistant City Administrator Andy Hixson asked the Board to let him know if anyone is interested in signing up for the legislative conference in Jefferson City in February.

Grant Application Police Chief Kevin Scott requested Board authorization to apply for grant funding through MoDOT for Fiscal Year 2020 regarding over time traffic enforcement related to hazardous moving violations, occupant protection, youth alcohol enforcement and DWI enforcement. *A motion was made* by Alderman Stallmann and seconded by Alderman Finley to move forward with the grant application process. A voice vote was taken with unanimous affirmative result and the motion passed.

ALDERMANIC COMMENTS

Alderman Finley addressed resident Richard Boerner's refund request stating he thought the charge was excessive. Attorney Jones stated this was a consistent application of the ordinance as it relates to administrative expenses for all Freedom of Information Act Requests made of the City. *A motion was made* by Alderman Finley to refund Mr. Boerner the entire amount, minus \$5. The motion died for lack of a second.

Alderman Finley addressed the topic of deer hunting in Ballwin. City Attorney Jones stated the police interpretation of the ordinance is correct and has been consistently enforced since the adoption of that ordinance. Alderman Fleming stated he was not in favor of changing the notification process related to hunting in common ground. Alderman Terbrock stated he was in favor of exploring the possibility of changing the timeline for approving permits related to deer hunting if staff could do so.

Alderman Finley suggested re-evaluating how meeting minutes are taken when the new City Clerk is hired.

Alderman Bullington complimented the Public Works Department stating they had a fantastic response to the very large amount of snow that fell. He also thanked the Ballwin Police Department and Metro West Fire for their assistance during the storm.



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Alderman Stallmann also suggested re-evaluating how meeting minutes are taken in the future. He also commended Ballwin Public Works Department and the work the City employees did to keep Ballwin streets clear.

CLOSED SESSION

The Board moved to go into closed session for one or more of the reasons as authorized by Section 610.021(1), (2) and (3) Revised Statutes of Missouri, relating to legal issues, real estate and/or personnel, negotiation of a contract.

A motion was made by Alderman Fleming and seconded by Alderman Stallmann to go into closed session. A voice vote was taken with a unanimous affirmative result.

OPEN SESSION

A motion was made by Aldermen Fleming to reconvene. The motion was seconded by Alderman Stallmann and passed by unanimous voice vote.

A motion was made by Alderman Fleming to adjourn. The motion was seconded by Alderman Stallmann. The motion passed by unanimous voice vote. The meeting adjourned at 9:08

TIM POGUE, MAYOR

ATTEST:

Andy Hixson, CITY CLERK

MINUTES OF THE CLOSED SESSION – JANUARY 14, 2019
BALLWIN BOARD OF ALDERMEN

The Ballwin Board of Aldermen convened in closed session on January 14, 2019 at 8:29 p.m. at 300 Park Drive. Present were Mayor Pogue and Aldermen Finley, Roach, Fleming, Bullington, Terbrock, Leahy, Stallmann and Kerlagon, interim City Administrator Bob Kuntz and City Attorney Robert E. Jones.

City Administrator Kuntz reported on the hiring of a Parks and Recreation Director. He suggested hiring a new Director now and attempting to fill the position by April, before the summer pool season, rather than waiting for a new City Administrator. Interim City Administrator Kuntz was directed to prepare an ad for review by the Board and then to obtain resumes.

City Attorney Jones reported on the status of the FOP negotiations and postponement of the initial negotiation session which was scheduled for January 3, 2019. The session was canceled because the Board did not meet on Christmas Eve and the City has a new interim City Administrator. More time was needed. The Mayor and Board discussed retention of Michael Harris, a labor attorney, as special counsel for the FOP negotiations.

Alderman Roach made a motion to retain Michael Harris as special counsel for the FOP negotiations. The motion was seconded by Alderman Leahy.

The following vote was recorded:

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

The motion passed.

Bob Kuntz left the meeting.

The Mayor reported that Bob Kuntz was interested in a short term appointment as City Administrator. He suggested one year. Since the Board has already committed to the search process and paid 1/3 of the headhunter's compensation, the offer from Bob Kuntz will remain open for further consideration.

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 Fleming	aye
Alderman Finley	aye

Alderman Roach	aye
Alderman Bullington	aye
Alderman Kerlagon	aye
Alderman Terbrock	aye
Alderman Stallmann	aye
Alderman Leahy	aye

The closed session adjourned at 9:07 p.m.

/s/ Robert E. Jones

Robert E. Jones
Acting Secretary



Bill No. _____

Ordinance No. _____

INTRODUCED BY

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

AN ORDINANCE ESTABLISHING THE MONTHLY COMPENSATION OF THE MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN.

WHEREAS, Ordinance No. 2157 was passed and approved on March 25, 1991, establishing the monthly compensation of the Mayor at \$700.00 per month and each member of the Board of Aldermen at \$350.00 per month; and

WHEREAS, the Mayor and Board desire to revise the monthly compensation, effective after the municipal election of April 2, 2019.

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

Section 1. Chapter 2, Article III, Division 2 of the Code of Ordinances of the City of Ballwin shall be amended by adding a new Section 2-106 thereto, as follows:

Section 1-106. – Compensation

The Mayor shall receive monthly compensation of \$900.00 per month for performance of his official duties.

Section 2. Chapter 2, Article III, Division 3 of the Code of Ordinances of the City of Ballwin shall be amended by adding a new Section 2-127 thereto, as follows:

Section 2-127 – Compensation

Each Alderman shall receive monthly compensation of \$450.00 per month for performance of the Alderman's official duties.

Section 3. This Ordinance shall not take effect during the term of office of any Alderman, or the Mayor, currently elected and acting in such official capacity. This Ordinance shall become effective after the results of the municipal election of April 2, 2019 are certified and each successful candidate has sworn to an oath of office.

PASSED this _____ day of _____, 2019. _____
TIM POGUE, MAYOR

APPROVED this _____ day of _____, 2019. _____
TIM POGUE, MAYOR

ATTEST: _____
CITY CLERK

BILL NO. 2336

4/1/91
Anderson
Andrews
Velten
Cummins
Mabry
Young

4/1/91
Montgomery
Pisarkiewicz
Nichols
ORDINANCE NO. 2157
~~Martin~~

INTRODUCED BY ALDERMEN MONTGOMERY, MABRY, PISARKIEWICZ, ANDERSON, CUMMINS, NICHOLS, MARTIN AND VELTEN.

AN ORDINANCE FIXING THE MONTHLY COMPENSATION OF THE MAYOR AND MEMBERS OF THE BOARD OF ALDERMEN OF BALLWIN, ST. LOUIS COUNTY, STATE OF MISSOURI.

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

SECTION 1. The monthly compensation of the Mayor and members of the Board of Aldermen of the City of Ballwin, St. Louis County, State of Missouri, elected or appointed after the period commencing April 1, 1991, and continuing thereafter until changed by ordinance, shall be in accordance with the following schedule:

- (1) Mayor, \$700 per month
- (2) Aldermen, \$350 per month

SECTION 2. That all ordinances or parts of ordinances in conflict are to the extent of such conflict hereby repealed.

SECTION 3. This ordinance shall be in full force and effect from its passage and approval.

PASSED THIS 25th DAY OF MARCH, 1991.

Richard G. Andrews
Richard G. Andrews, Mayor

APPROVED THIS 25th DAY OF MARCH, 1991.

Richard G. Andrews
Richard G. Andrews, Mayor

ATTEST:

Robert Kuntz
Robert Kuntz, City Administrator

NOTICE OF DESTRUCTION OF RECORDS

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

DESTRUCTION REQUESTS:

Subdivision Files

DATE OF DESTRUCTION:

To be destroyed January 31, 2019, following approval by the Board of Aldermen at its January 28, 2019 meeting.

METHOD OF DESTRUCTION:

Records to be Destroyed by Microtek upon approval of digital copies.

Approved by the Board of Aldermen and recorded in meeting minutes of: _____.

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

SPECIAL COUNSEL AGREEMENT

THIS SPECIAL COUNSEL AGREEMENT (“Agreement”) is made by and between the City of Ballwin, Missouri, a Class Four City organized under the laws of the State of Missouri (the “City”), and **Harris Dowell Fisher & Young L.C.**, a Missouri limited liability corporation, whose address is: 15400 S. Outer Forty, Suite 202, Chesterfield, MO 63017 (“Special Counsel”), collectively referred to as “the Parties.”

In consideration of the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

I. PROFESSIONAL SERVICES PERFORMED:

Special Counsel shall provide professional legal services in conformance with the Missouri Rules of Professional Conduct, to serve as counsel for special legal matters and services, as necessary and directed by the City Administrator or the City Administrator’s designated representative, for labor and employment law advice consisting principally of the negotiation of a collective bargaining agreement with the Fraternal Order of Police and related collective bargaining advice (the “Work”). Any new or supplementary special counsel agreements shall be approved as provided by the laws of the state of Missouri and ordinances of the City.

Michael F. Harris, Esq. shall serve as designated Special Counsel and shall direct the provisions of services under this Agreement.

II. CLIENT’S DUTIES

City’s officials agree to be truthful with Special Counsel, to cooperate, and to keep Special Counsel informed of any information or developments which may come to the City’s attention. City’s officials agree to assist Special Counsel by providing information and documents necessary for representation in the above-referenced matter.

III. FEES:

Charges for legal services shall be based solely on the amount of time spent by attorneys and legal assistants in performing the Work, unless otherwise agreed to in writing. Special Counsel may charge the City at the hourly rates of the attorneys and legal assistants as set forth below:

- | | | |
|----|--|----------------|
| 1. | Partners, Principles and/or of Counsels: | \$275.00/hour; |
| 2. | Associate Attorneys: | \$275.00/hour; |
| 3. | Legal Assistants/Paralegals: | \$85.00/hour. |

Special Counsel will bill the City on a monthly basis for professional fees and expenses incurred on the City’s behalf and bills will be addressed to the City Administrator for payment. Any out-of-pocket expenses or costs must be pre-approved by the City Administrator prior to the incurrence. Preapproval from the City Administrator or his designee shall be required for more than one attorney or an attorney and paralegal to attend meetings, court appearance, trials, hearings, mediations and arbitration proceedings.

IV. ANNUAL APPROPRIATION:

The City's payment obligation, whether direct or contingent, extends only to funds appropriated annually or by special appropriation by the City of Ballwin Board of Aldermen encumbered for the purpose of this Agreement. The City does not, by this Agreement, irrevocably pledge present cash reserves for payment or performance in future fiscal years. This Agreement does not and is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

V. TERM AND TERMINATION:

Because the need for Special Counsel arises from time to time, this Agreement shall commence on January 28, 2019, and may be terminated at any time by the City, with or without cause. If Special Counsel is terminated, he or she shall be paid only for that portion of services satisfactorily completed in accordance with this Agreement at the time of notice of such action. The City shall provide 10 days prior written notice of termination to Special Counsel to allow the transition of files and matters to the City Administrator's designee.

Special Counsel may withdraw with City's consent or for good cause. Good cause includes City's breach of this Agreement, refusal to cooperate or to follow Special Counsel's advice on a material matter or any fact or circumstance that would render Special Counsel's continuing representation unlawful or unethical, and City's failure or refusal to pay billing statements or invoices in a timely manner.

VI. CONFLICTS:

a. No employee of the City shall have any personal or beneficial interest in the services described in this Agreement. Special Counsel shall not hire, or contract for the services with any employee or officer of the City without the prior written approval of the Mayor and Board of Aldermen.

b. Special Counsel acknowledges that it and its attorneys are bound by the Missouri Rules of Professional Conduct applicable to Missouri attorneys, including without limitation Rule 4, which addresses a lawyer's engagement under circumstances involving a conflict of interest. Special Counsel shall not engage in any transactions, activity or conduct that would result in a conflict of the City's interest. Special Counsel represents that it has disclosed all current or potential conflicts of interest, which shall include transactions, activities or conduct that would affect the judgment, actions or work of the Special Counsel by placing the Special Counsel's own interest, or the interest of any party with whom Special Counsel has a professional relationship or contractual arrangement in conflict with those of the City. Special Counsel agrees that they will not undertake to represent an existing client on new matters or new clients if the interest of such clients is directly adverse to the City without the prior written approval of the City Administrator.

VII. CLIENT FILES:

Special Counsel shall employ physical, electronic, and procedural safeguards to preserve client confidentiality and to protect the City's non-public information. Special Counsel agrees to retain and securely store the City's files for a period of five (5) years after completion or termination of representation. Special Counsel shall return all files within a reasonable time after termination of representation or conclusion of the Special Counsel matter, but in no event no later than thirty (30) days following written demand from the City. The City Administrator or his designee has the right to access and the right to examine any pertinent books, documents, papers and records of Special Counsel upon reasonable notice to Special Counsel.

VIII. E-MAIL CONFIDENTIALITY:

Missouri lawyers are required by the Missouri Bar Disciplinary Counsel to notify prospective recipients of email that (1) email communication is not a secure method of communication, (2) any email that is sent by any City employee may be copied and held by various computers it passes through as it goes from Special Counsel to a City representative or vice versa, and (3) persons not participating in City/Special Counsel communications may intercept said communications by improperly accessing City computers or Special Counsel's computers or even some computer unconnected to either the City or Special Counsel that the email passes through. Unless otherwise instructed in writing, Special Counsel will assume that the City has consented to receive communications via e-mail. If the City Administrator changes his mind and wants future communication to be sent by a different method, the City Administrator or his designee will notify Special Counsel in writing.

IX. WHEN RIGHTS AND REMEDIES NOT WAIVED:

In no event will any payment or other action by the City constitute or be construed as a waiver by the City of any breach of covenant or default that may then exist on the part of Special Counsel. No payment, or other action, or inaction by the City when any breach or default exists will impair or prejudice any right or remedy available to it with respect to any breach or default. No assent, expressed or implied, to any breach of any term of the Agreement constitutes a waiver of any other breach.

X. INSURANCE:

Special Counsel agrees to secure, at or before the time of execution of this Agreement, insurance covering all operations, goods or services provided pursuant to this Agreement. Special Counsel shall keep the required minimum insurance coverage in force at all times during the term of this Agreement, or any extension thereof, for three (3) years after the termination of the Agreement. Special Counsel shall be responsible for the payment of any deductible or self-insured retention. The insurance coverage specified herein are minimum requirements and these requirements do not lessen or limit the liability of Special Counsel. Special Counsel shall maintain limits of \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate limit professional liability insurance. Special Counsel shall maintain any and all

other Commercial General Liability, Business Automobile Liability and Workers' Compensation insurance policies as required by the City Administrator.

XI. NO AUTHORITY TO BIND CITY TO CONTRACTS:

Special Counsel lacks any authority to bind the City on any contractual matters. Final approval of all matters that purport to obligate the City must be executed by the City in accordance with State statute, City ordinances and City policies.

XII. COMPLIANCE WITH ALL LAWS:

Special Counsel shall perform or cause to be performed all services in full compliance with all applicable laws, rules, regulations and codes of the United States and the State of Missouri, and with City of Ballwin ordinances, rules and policies.

**HARRIS, DOWELL, FISHER
& YOUNG, L.C.**

CITY OF BALLWIN, MISSOURI

Michael F. Harris, Esq.

Robert Kuntz, Interim City Administrator

Date

Date



Memo

To: Mayor and Board of Aldermen

From: Building Commissioner Mike Roberts

Date: January 22, 2019

Subject: Fee Survey Updates

Recommendation:

Staff recommends increasing the Building Department fee schedule as indicated in the supporting documents.

Explanation:

Recently, nearby cities were surveyed in regards to their fee schedule and the results are attached. Ballwin has not increased fees for almost 16 years while the department's costs have risen significantly. This increase would help fund the Building Department and bring Ballwin's fee schedule more into alignment with the rest of the cities in the area. In addition, it is our hope that the new simplified fee structure for mechanical, electrical and plumbing permits will streamline the process for contractors, residents and staff alike.

Survey Results

CITY	PERMIT FEE ON \$700,000 RESTAURANT
CREVE COEUR	\$4200
KIRKWOOD	\$4708 PLUS \$25 PROCESSING FEE (\$4733)
O'FALLON	\$3150 PLUS \$840 PLAN REVIEW FEE (\$3990)
ST CHARLES CITY	\$3150 PLUS \$1400 PLAN REVIEW FEE (\$4550)
ST CHARLES COUNTY	\$5110
TOWN AND COUNTRY	\$3555 PLUS \$60 PER INSPECTION(EST. \$4755)
BALLWIN CURRENT	\$2800
BALLWIN PROPOSED	\$4200
CITY	PERMIT FEE ON \$400,000 HOUSE
CREVE COEUR	\$2400
KIRKWOOD	\$2989 PLUS \$25 PROCESSING FEE(\$3014)
O'FALLON	\$1800 PLUS \$480 PLAN REVIEW (\$2280)
ST CHARLES CITY	\$1800 PLUS \$800 PLAN REVIEW(\$2600)
ST CHARLES COUNTY	\$2920
TOWN AND COUNTRY	\$2025 + \$60 PER INSPECTION X 5 (EST.\$2325)
BALLWIN CURRENT	\$1600 (\$4 PER THOUSAND)
BALLWIN PROPOSED	\$2400 (\$6 PER THOUSAND)

CITY	CODE YEAR	INSPECTION STAFF PER 10,000 RESIDENTS	ELECTRICAL	PLUMBING	MECHANICAL
CREVE COEUR	2009	3.28 POP 18,276	ST LOUIS COUNTY	ST LOUIS COUNTY	IN HOUSE
KIRKWOOD	2009	2.9 POP 27,540	ST LOUIS COUNTY	IN HOUSE	IN HOUSE
O'FALLON	2015	1.05 POP 85,000	IN HOUSE	IN HOUSE	IN HOUSE
ST CHARLES CITY	2015	1.57 POP 70,000	IN HOUSE	IN HOUSE	IN HOUSE
ST CHARLES COUNTY	2015	1.25 POP 120,000	IN HOUSE	IN HOUSE	IN HOUSE
TOWN&COUNTRY	2015	1.81 POP 11,000	ST LOUIS COUNTY	ST LOUIS COUNTY	IN HOUSE
BALLWIN	2015	1.31 POP 30,404	IN HOUSE	IN HOUSE	IN HOUSE

In December a survey was sent out to ten municipalities. We asked about permit fees, building code year adopted and general building department questions. Six municipalities responded and the results were compared to Ballwin. Above is a summary of these results. Copies of the full surveys will be attached for your review.

PERMIT TYPE	CURRENT FEE	PROPOSED FEE	2016 FEES RECEIVED	PROPOSED FEES RECEIVED	FEE INCREASE
BUILDING	\$4 PER \$1,000 MINIMUM \$50	\$6 PER \$1,000 MINIMUM \$75	\$80,994	\$121,491	\$40,497
HOUSING OCCUPANCY	\$100	\$125	\$65,675	\$82,093.75	\$16,418.75
APARTMENT OCCUPANCY	\$30	\$40	\$20,570	\$27,358.10	\$6,788.10
COMMERCIAL OCCUPANCY	\$100 + \$.02 per sq ft over 1500 sq ft	\$125 + \$.03 per sq ft over 1500 sq ft	\$4,028	\$5035	\$1,007
ELECTRICAL	VARIES (a)	+20% APPROX	\$44,586.55	\$53,503.86	\$8,917.31
MECHANICAL	VARIES (b)	+80% APPROX	\$39,455	\$71,019	\$31,564
PLUMBING	VARIES (c)	+125%APPROX	\$26,391.75	\$59,381.44	\$32,989.69
SIGN	\$50 min, \$2 sq ft	\$60 min, \$2.50 sq ft	\$8,010.60	\$10,013.25	\$2,002.65
DEMOLITION	\$100	\$125	\$800	\$1,000	\$200
FENCE	\$35	\$45	\$4,515	\$5,806.29	\$1,291.29
SEWER LATERAL ADMINISTRATION	\$33,500	\$33,500	\$33,516	\$33,500	\$0
TOTAL INCOME			\$328,541.90	\$470,201.69	\$141,659.79

- a) A typical 1 inspection electrical permit without plan review in Ballwin currently would be \$63. Proposed would be \$75. Current St. Louis County fee for same permit would be \$79.
- b) A typical 1 inspection mechanical permit without plan review in Ballwin currently would be \$50. Proposed would be \$75. Current St. Louis County fee for same permit would be \$79.
- c) A typical 1 inspection plumbing permit without plan review in Ballwin currently would be \$20. Proposed would be \$75. Current St. Louis County fee for same permit would be \$79.

The expenditures of the building department for 2016 minus some atypical costs such as extra personnel and a car purchase totaled approximately \$418,257. Our revenue including some miscellaneous fees not listed above brought in \$331,476. This produced a deficit of \$86,781. With the new proposed fee, we would have a surplus of \$51,945. We could use these extra funds for additional personnel or equipment purchases.



ELECTRICAL APPLICATION / PERMIT

CODE ENFORCEMENT DEPT • 77 SEVEN TRAILS DR • BALLWIN MO 63011 • (636) 227-2129 • FAX (636)207-2320 • inspections@ballwin.mo.us

ALL INFORMATION PERTAINING TO THE WORK INVOLVED SHOULD BE INCLUDED ON THIS APPLICATION

APPLICATION DATE _____ JOB ADDRESS _____

Homeowner/Business Name	Phone #
Address	Email:

Contractor Name	Phone #
Address	Email:

THIS PERMIT IS FOR THE FOLLOWING WORK: ☐ RESIDENTIAL ☐ COMMERCIAL: Cost of Electrical Work: _____
☐ NEW ☐ REMODEL ☐ REPAIR ☐ REPLACE

DESCRIPTION OF WORK: _____

PREMISE NUMBER: _____ NEED DISCONNECT/RECONNECT? Y N DATE: _____

INSPECTIONS NEEDED	POWER DISTRIBUTION	SERVICE
☐ Rough - Ceiling	☐ Alarms	☐ Overhead
☐ Rough - Trench	☐ Amplifiers	☐ Underground
☐ Rough - Wall	☐ Antennas	
	☐ CCTV	☐ Main Panel (____#)
☐ Temp / Pole	☐ Data	Size (Amps): _____
☐ Temp / Perm	☐ Detectors	Phase: _____
	☐ Outlets/Switches	Wire: _____
☐ Final	☐ Phones	Voltage: _____
	☐ Speakers	
☐ Other: _____	☐ Thermostats	☐ Subpanel (____#)
	☐ Transformers	Size (Amps): _____
	☐ X-Rays	

The Department reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the Department in accordance with the requirements of the National Electric Code.

**ALL ELECTRICAL WORK MUST COMPLY WITH
THE 2014 NATIONAL ELECTRIC CODE (NEC)**

**CALL A MINIMUM OF 24 HOURS IN ADVANCE FOR INSPECTIONS INDICATED ABOVE
APPOINTMENTS WILL BE SCHEDULED BASED ON AVAILABILITY**

I hereby certify that the proposed work is authorized by the owner of record, and I have been authorized by the owner to make this application as his authorized agent.

Signature of Electrician _____

County License No. _____

PERMIT PROCESSING FEE:	\$25.00
RESIDENTIAL INSPECTIONS (#) _____ X \$50:	_____
COMMERCIAL FEE (1% OF COST _____):	_____
TOTAL FEE:	_____

DO NOT WRITE IN THIS SPACE - OFFICE USE ONLY

APPROVED: _____

DATE: _____

PERMIT #



MECHANICAL APPLICATION / PERMIT

CODE ENFORCEMENT DEPT • 77 SEVEN TRAILS DR • BALLWIN MO 63011 • (636) 227-2129 • FAX (636)207-2320 • inspections@ballwin.mo.us

ALL INFORMATION PERTAINING TO THE WORK INVOLVED SHOULD BE INCLUDED ON THIS APPLICATION

APPLICATION DATE _____ JOB ADDRESS _____

Homeowner/Business Name	Phone #
Address	Email:

Contractor Name	Phone #
Address	Email:

THIS PERMIT IS FOR THE FOLLOWING WORK: ☐ RESIDENTIAL ☐ COMMERCIAL: Cost of Mechanical Work: _____
☐ NEW ☐ REMODEL ☐ REPAIR

DESCRIPTION OF WORK: _____

INSPECTIONS NEEDED

- ☐ Rough (# _____)
☐ Final (# _____)
☐ Other: _____ (# _____)

NUMBER / TYPE OF EQUIPMENT

RESIDENTIAL

- ____ Air Conditioner
____ Air Handler
____ Coil
____ Exhaust Fan
____ Fireplace/Gas Logs
____ Furnace
____ Heat Pump
____ Kitchen Hood
____ Mini Split System
____ Split System
____ Other: _____

COMMERCIAL

- AC / AIR HANDLING EQUIPMENT
____ Up to 10,000 CFM
____ 10,001-15000 CFM
____ Over 15,000 CFM

REFRIGERATION SYSTEMS

- ____ Up to 100 tons
____ 101-300 tons
____ Over 300 tons
____ Rooftop Unit(s)

**ALL MECHANICAL WORK
MUST BE DONE BY AN
ICC OR ST LOUIS CO LICENSED
CONTRACTOR OR INDIVIDUAL**

The Department reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the Department in accordance with the requirements of the Mechanical Code.

**CALL A MINIMUM OF 24 HOURS IN ADVANCE FOR INSPECTIONS INDICATED ABOVE
APPOINTMENTS WILL BE SCHEDULED BASED ON AVAILABILITY**

I hereby certify that the proposed work is authorized by the owner of record, and I have been authorized by the owner to make this application as his authorized agent.

Signature of Mechanical Contractor _____

County License No. _____

PERMIT PROCESSING FEE: **\$25.00**

RESIDENTIAL INSPECTIONS (#) _____ X \$50: _____

COMMERCIAL FEE (1% OF COST _____): _____

TOTAL FEE: _____

DO NOT WRITE IN THIS SPACE - OFFICE USE ONLY

APPROVED: _____

DATE: _____

PERMIT # _____



PLUMBING & DRAINLAYING APPLICATION / PERMIT

CODE ENFORCEMENT DEPT • 77 SEVEN TRAILS DR • BALLWIN MO 63011 • (636) 227-2129 • FAX (636)207-2320 • inspections@ballwin.mo.us

ALL INFORMATION PERTAINING TO THE WORK INVOLVED SHOULD BE INCLUDED ON THIS APPLICATION

APPLICATION DATE _____ JOB ADDRESS _____

Homeowner/Business Name	Phone #
Address	Email:

Contractor Name	Phone #
Address	Email:

THIS PERMIT IS FOR THE FOLLOWING WORK: ☐ RESIDENTIAL ☐ COMMERCIAL: Cost of Plumbing Work: _____
☐ NEW ☐ REMODEL ☐ REPAIR

DESCRIPTION OF WORK: _____

INSPECTIONS NEEDED	NUMBER OF FIXTURES	
☐ Ground Rough	_____ Bathtub	_____ Laundry Stack
☐ Stack Rough	_____ Faucet/Hose Bibb	_____ Laundry Tray
☐ Final	_____ Combination Sink/Tray	_____ Lavatory
☐ Water Heater	_____ Dishwasher	_____ Pressure Reducing Valve
☐ Backflow Preventer	_____ Drinking Fountain	_____ Shower
☐ Water Service Connection	_____ Floor Drain	_____ Sink
☐ Water Service Repair / Removal	_____ Garbage Disposal	_____ Urinal
☐ Sewer Connection	_____ Grease Trap	_____ Water Closet/Bidet
☐ Sewer Repair / Removal	_____ Kitchen Sink	
☐ Drain Repair		
☐ Stack Repair / Replace		
☐ Septic Tank Installation / Repair / Destroy		
☐ Sewer Lateral Repair Program		
☐ Other: _____		

PURPLE PRIMER REQUIRED

The Department reserves the right to reject any work which has been concealed or completed without first having been inspected and approved by the Department in accordance with the requirements of the Plumbing Code.

CALL A MINIMUM OF 24 HOURS IN ADVANCE FOR INSPECTIONS INDICATED ABOVE
APPOINTMENTS WILL BE SCHEDULED BASED ON AVAILABILITY

I hereby certify that the proposed work is authorized by the owner of record, and I have been authorized by the owner to make this application as his authorized agent.

Signature of Master Plumber/Drain Layer

County License No.

PERMIT PROCESSING FEE:	\$25.00
RESIDENTIAL INSPECTIONS (#) _____ X \$50:	_____
COMMERCIAL FEE (1% OF COST _____):	_____
TOTAL FEE:	_____

DO NOT WRITE IN THIS SPACE – OFFICE USE ONLY

APPROVED: _____

DATE: _____

PERMIT #



Memo

To: Mayor and Board of Aldermen

From: Building Commissioner Mike Roberts

Date: January 22, 2019

Subject: House Demolition

Recommendation:

Staff recommends hiring the low bidder, The Wrecking Crew to demolish the condemned house.

Explanation:

Three bids were received from demolition contractors for the house at 15569 Clayton Rd. The bids were as follows:

- A) The Wrecking Crew: \$18,900
- B) Aalco Wrecking Co: \$28,740
- C) Spirtas Wrecking Co \$36,780

Spirtas has quoted a price of \$1800 for an asbestos survey to determine if asbestos is present. The Wrecking Crew has quoted a price of \$400 for an asbestos survey. Aalco has included the cost of the survey into their bid. Ballwin will need to get an asbestos survey to find out if any is present on the property before proceeding.

When examining the bids it should be noted The Wrecking Company has not included electric and gas disconnects in their bid as the other companies did. This is something that could be handled by the City simply by contacting Ameren and Spire. The Wrecking Crew is still clearly the low bid and staff recommends proceeding with them. We have inspected their work before and have had no problems.

Finally, Metro West would be interested in using the home for training. This training would include floor shoring, wall and roof breaching and search and rescue. They would not be interested in any burning due to liability to neighboring homes. Staff will await board approval before agreeing to allow the training.



Architecture
Civil Engineering
Land Surveying
Site Development

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

January 24, 2019

Mr. Andy Hixson
Assistant City Administrator
City of Ballwin
14811 Manchester Road
Ballwin, MO 63011

**RE: Proposal – Grant Application and Engineering Services
New Ballwin Road STP Project**

Dear Mr. Hixson:

Thank you for giving Cochran the opportunity to submit this proposal to provide application and professional engineering services for the above referenced project. In accordance with my presentation to City Council last night, we offer the following professional services:

SCOPE OF SERVICES:

1. **Application Phase** – we will prepare and submit the application in accordance with the attached cost estimate. The application is a very detailed and involved process; here are some of the questions and information required on the application:
 - a. Project map showing limits of improvements
 - b. Definition and description of roadway characteristics
 - c. Written description of proposed project
 - d. Proposed Cross Section
 - e. Detailed Map showing improvements and connections to transit Routes, activity centers, and schools
 - f. Written project justification – 1) proposed improvement, 2) transportation problem the improvement will address, 3) effect the improvement will have on the problem, and 4) transportation demand management strategies
 - g. Average daily traffic (ADT) counts
 - h. Pavement Condition – PASER Analysis
 - i. Description of bicycle and pedestrian elements
 - j. Detailed cost estimate
 - k. Project implementation schedule
2. **Design and Bidding Phase** – we will provide professional services necessary to produce a quality set of construction and bidding documents. The scope will be in accordance with the attached cost estimate. Tasks will include the following:
 - a. Determine the needs of the City by meeting with City officials and representative interest groups.
 - b. Conduct topographic, property and utility surveys sufficient to develop plans for the project.

- c. Develop preliminary plans and cost estimates and recommend to the City the best overall general design.
 - d. Submit four copies of preliminary plans and estimates for review by the City and the Missouri Department of Transportation.
 - e. Based on approvals of preliminary plans, prepare detailed construction plans, cost estimates, specifications and related documents as necessary for the purpose of soliciting bids for constructing the project.
 - f. Ensure compliance with all regulations in regards to noise abatement and air quality, if necessary.
 - g. Provide the City with five sets of completed plans, specifications and cost estimates for the purpose of obtaining construction authorization from the Missouri Department of Transportation.
 - h. Upon receipt of construction authorization from MODOT, make final corrections resulting from reviews by agencies involved and provide plans, specifications, and bid documents to the City.
 - i. Provide the City with a list of qualified area bidders and assist the City in advertising for bids.
 - j. Assist the City in evaluating bids and requesting concurrence in award from MoDOT.
3. **Construction Phase** - we will serve as the City's representative for administering the terms of the construction contract between the City and their Contractor. Cochran will endeavor to protect the City against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make Cochran responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Tasks will include the following:
- a. Provide the City with a list of qualified area bidders and assist in advertising for bids, distributing bid packages, pre-bid conference, addendums, and pre-bid questions from Contractors.
 - b. Assist the City in opening and evaluating bids and requesting concurrence in award from MoDOT.
 - c. Assist the City with a preconstruction conference to discuss project details with the Contractor.
 - d. Make periodic site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is contemplated that survey staking and layout will be accomplished by the contractor's forces. We will accompany MoDOT and FHWA representatives on visits of the project site as requested.
 - e. Check shop drawings and review schedules and drawings submitted by the Contractor.
 - f. Reject work not conforming to the project documents.
 - g. Prepare change orders for issuance by the City as necessary and assure that proper approvals are made prior to work being performed.
 - h. Review wage rates, postings, equal employment opportunity and other related items called for in the contract documents.
 - i. Inspect materials, review material certifications furnished by Contractor, sample concrete and other materials as required, and provide for laboratory testing of samples.
 - j. Maintain progress diary and other project records, measure and document quantities, and prepare monthly estimates for payments due the Contractor.
 - k. Be present during critical construction operations.
 - l. Participate in final inspection, provide the City with project documentation (diaries, test results, certifications, etc.), and provide as-built plans for the City's records.

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. The Owner shall consider the bids and determine whether the project shall proceed to the construction phase. If the Owner Board determines that the project shall proceed to the construction phase, the Owner, by action of the Board of Aldermen, shall select the successful bidder. The owner may abandon the Project, at any time and for any reason, in its sole discretion and, in such event, shall give seven (7) days written notice to Cochran.

FEE:

1. The total amount of fee to be paid for the "Application Phase" outlined in this proposal shall be a lump sum fee of \$5,000.00. We offer that if the application is not approved, we will reimburse the entire fee.
2. If the grant application is approved by the EWGCC, the total amount of fee to be paid for the "Design and Bidding Phase" outlined in this proposal shall be a lump sum fee of \$81,608.00.
3. If the grant application is approved by the EWGCC, the total amount of fee to be paid for the "Construction Phase" outlined in this proposal shall be a lump sum fee of \$57,125.00.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within thirty (30) days of submission of invoices. Any invoices remaining unpaid beyond thirty (30) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.
2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

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

TERMS AND CONDITIONS:

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

GENERAL:

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

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

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

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

Sincerely,

Acceptance:
City of Ballwin

Dave Christensen, P.E.
Vice President

By: _____

Title: _____

Date: _____

Attachments – Cochran Standard Terms & Conditions
Cost Estimate

COCHRAN STANDARD TERMS AND CONDITIONS

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

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

Updated 01/2016

Initials_____

CONSTRUCTION COST ESTIMATE

STP Application - Due Feb. 14, 2019

City of Ballwin - New Ballwin Road Improvement Project

No.	Description	Unit	Quantity	Unit Cost	Cost
1	Removal of Improvements	LS	1	35,000.00	\$35,000.00
2	Replace Non-Compliant ADA Ramps	SF	5,365	8.00	\$42,920.00
3	Misc. Concrete Curb and Gutter Repair	LF	500	20.00	\$10,000.00
4	Concrete Pavement (125' @ Manchester)	SY	764	75.00	\$57,291.67
5	Pavement Milling	SY	14,800	2.50	\$37,000.00
6	Asphalt Surface Course	TON	2,500	65.00	\$162,500.00
7	Street Lighting	EA	25	5,500.00	\$137,500.00
8	Intersection Pedestrian Signal Upgrades	EA	2	45,000.00	\$90,000.00
9	Restoration	LS	1	25,000.00	\$25,000.00
10	"Bicycles May Use Full Lane" Signs	EA	4	250.00	\$1,000.00
11	Pavement Striping	LF	19,600	0.30	\$5,880.00
12	Construction Mobilization	LS	1	65,000.00	\$65,000.00
13	Construction Traffic Control	LS	1	22,500.00	\$22,500.00
Project Notes: 1. Project length equals approx. 1.2 miles 2. Project Limits - Manchester Road to Twigwood Drive			Construction Sub-Total		\$691,592
			18% Contingency		\$124,487
			Project Total =		\$816,078
			Federal Share @ 80% =		\$652,863
			Local Share @ 20% =		\$163,216
EWGCC Application Fee (1/2% of Federal Funds Requested) =					\$3,264
Cochran Application Fee =					\$5,000
Surveying/Engineering/Bidding Fee					\$81,608
Construction Administration/Inspection/Testing					\$57,125
City Expenditure (20% Share + Application Fee + Engineering)					\$310,213



Memo

To: Bob Kuntz, Interim City Administrator

From: John Hoffman, Interim Director of Parks & Recreation

Date: 1/17/19

RE: VGBA bids

Bids were opened today for VGBA upgrades to both the indoor pool at the Pointe and all of the pools at the North Pointe Aquatic Center.

As you know the Virginia Graeme - Baker Act of 2008 requires modifications to pool suction lines, sumps and grates to prevent suction entrapment. Sealed engineered drawings will be provided as required by law. New frames and hardware for each sump will be installed, baffles and pipe modifiers will be installed where required and, of course new grates will be manufactured and installed.

RFP's were sent to six contractors and posted in St. Louis Business Journal, Eplan, Prime Vendor, Dodge Projects and our website. One week before bids were due, a reminder was sent to those contractors that had not yet visited the site. Despite all of this, only one bid was received. Westport Pools submitted a bid in the amount of \$33,904.00.

Unfortunately, all of this work must be completed by the time we fill the pools this May. Therefore, I would like to recommend we award the contract to Westport Pools in the amount of \$33,904. Westport is a reputable company that has done many projects for the city in the past with positive results.

\$47,000 was budgeted for this project. If you need any further information, please let me know.

CITY OF BALLWIN TABULATION OF BIDS

RFP # 19-01

Bid Item: VGBA Updates

Date Opened: 1/17/19

Dept: P&R

	Westport Pools				
1.VGBA as specified	\$33,904.00				
2.					
3.					
4.					
5.					
6.					
7.					
TOTAL GROSS PRICE	\$33,904.00				
TOTAL NET PRICE					
DELIVERY DATE					

Attending Opening:

Dept. Rep : Hoffman/Boone

Finance Rep: