

## **AGENDA**

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
  - [a.](#) Minutes of the December 8, 2025 Board of Aldermen Meeting
- 5. Citizen Comments**
- 6. Presentations**
  - a. New Parks & Recreation Superintendents
  - b. New Police Sergeant
- 7. Legislation**
  - [a.](#) Bill 5044 – Natural History Brewing Collective SUE
  - [b.](#) Bill 5045 – PayMore Store SUE
  - [c.](#) Bill 5046 – Salvation Army Store SUE
  - [d.](#) Bill 5047 – Arbor Trails & Oak Brook Elementary Annexation
  - [e.](#) Bill 5048 – Arbor Crest Annexation
- 8. Consent Items**
  - [a.](#) Administration – Check Signatories
  - [b.](#) Administration – 6-month Cash Financials
  - [c.](#) Administration – Sewer Lateral Bid Award
  - [d.](#) Parks & Recreation – Strength Training Equipment Bid Award
  - [e.](#) Parks & Recreation – Pointe Painting Bid Award
  - [f.](#) Parks & Recreation – North Pointe Slide Refinishing Bid Award
- 9. Mayor’s Report**
  - a. Clarkson Road Sidewalk Project
- 10. City Administrator’s Report**
- 11. City Attorney’s Report**
- 12. Staff Reports**
  - [a.](#) Parks & Recreation – Pointe and Indoor Pool Improvements Bid Awards
  - [b.](#) Parks & Recreation – Fitness Flooring Bid Award
- 13. Aldermanic Comments**
- 14. Closed Session**
  - a. Pursuant to Section 610.022 RSMo., the Board may vote to move to closed session to discuss contract negotiation matters under Section 610.021 (12).
- 15. Adjourn**

***NOTE:*** Due to ongoing City business, all meeting agendas should be considered tentative. Additional issues may be introduced during the course of the meeting.

**CLOSED SESSION:** Pursuant to Section 610.022 RSMo., The Board of Aldermen could, at any time during the meeting, vote to close the public meeting and move to closed session to discuss legal matters, personnel/employee matters, and/or real estate, as provided under Sections 610.021(1) RSMo., 610.021(2) RSMo., 610.021(3) RSMo.

**ADA NOTICE:** Residents of Ballwin are afforded an equal opportunity to participate in the programs and services of the City of Ballwin regardless of race, color, religion, sex, age, disability, familial status, national origin or political affiliation. If one requires an accommodation, please call (636) 227-8580 V or (636) 527-9200 TDD or 1-800-735-2466 (Relay Missouri) no later than 5:00 p.m. on the third business day preceding the hearing. Offices are open between 8:00 a.m. and 5:00 p.m. Monday through Friday.



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

DECEMBER 8, 2025

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

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

The meeting was called to order by Mayor Stallmann at 7:00 p.m.

**ROLL CALL**

Present

Mayor Mark R. Stallmann  
Alderman Michael Finley  
Alderman Janet Rodriguez Judd  
Alderman Pamela Haug (arrived 7:03 p.m.)  
Alderman Tequila Gray  
Alderman Frank Fleming  
Alderman Mark Weaver  
Alderman David Siegel  
Alderman Jim Lehmkuhl  
City Administrator Eric Sterman  
City Attorney Kyle Cronin

Absent

The Pledge of Allegiance was recited.

**MINUTES**

The minutes from the November 10, 2025 Board of Aldermen meeting were submitted for approval.

A motion to approve as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. A voice vote was taken with unanimous affirmative result and the motion passed.

**CITIZEN COMMENTS**

Alec Bachman of 257 Pine Tree Lane spoke to the Board as a member of Troop 631. He requested approval to hold his Eagle Scout ceremony in the Board room at the Ballwin Government Center. The Board unanimously approved.

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Whitney Vendt of 472 Wildwood Parkway spoke to the Board to thank them for including the sidewalk along Wildwood Parkway in the 2026 budget. She noted it would help keep residents and children safe, offer more accessibility and allow for a more connected community.

Lisa Laudel of 434 Coronado Drive spoke to the Board of Aldermen in support of the benches placed at the corner of Algonquin and Claymont. She noted the Colemans had placed the benches in their yard to allow a place for kids to sit while waiting for the bus. She asked the City to allow the benches to remain.

Brent Coleman of 400 Claymont Drive spoke to the Board regarding the benches on his property. He noted they were placed there at the beginning of the school year and most of the neighborhood response has been positive. He noted someone complained about the benches and they were cited for placing furniture in the right of way. He asked the Board to update the code to allow the benches to stay.

City Administrator Eric Sterman noted the City received a complaint from a resident, Code Enforcement was sent out and the homeowner was cited for a violation of City code. Mayor Mark Stallmann directed City staff to look into the matter.

Michael McLellan of 405 Lexbridge Lane spoke to the Board about the bench, and his concern over the a perceived lack of clarity in Ballwin ordinances about landscaping and obstructions in the right of way.

Alderman Frank Fleming noted he and Alderman Mark Weaver believe something can be done to address the issue of the benches.

Mike Scott of 643 Kehrs Mill Road questioned the City regarding vehicles parked in the former Government Center lot. He also asked about expiration dates regarding former approvals for that property. He also asked about the MSD funding for flood projects.

Mayor Mark Stallmann noted there is no quid pro quo for the former Government Government Center lot and the property owner is allowing the City to park there. He noted the approvals of that project have expired a while ago and promised citizens they will be notified about any potential project there in plenty of time to offer comments.

City Administrator Eric Sterman noted the Public Works project will be completed by February and the vehicles will be removed. He also noted it was a handshake agreement to allow the City to park vehicles on the currently vacant lot.

Vicky Czapla of 108 Birchwood spoke to the Board of Aldermen about the 2025 Best of West contest in West News Magazine and noted the Ballwin Golf Course won the best public golf course, Tequila Gray was the first runner up for Best Elected Official, Mayor Mark Stallmann was the second runner up for best Community Leader, Ballwin Days was named the Best Event and Vlasik Park was named the first runner up for Best Playground.





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## PRESENTATIONS

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A proclamation and watch was presented to Parks & Recreation Assistant Director John Hoffman, who is retiring on December 31st after 46 years with the City. Alderman Frank Fleming made a motion to extend lifetime Golf and Recreation privileges to Hoffman. That motion was seconded by Alderman Michael Finley. A voice vote was taken with unanimous affirmative result and the motion passed.

## PUBLIC HEARING

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Mayor Mark Stallmann opened the public hearing at 7:34 p.m. for the proposed 2025 Budget and asked if anyone wished to speak in favor or opposition of the budget.

Whitney Vendt of 472 Wildwood Parkway asked which side of the street the sidewalk at Wildwood Parkway will be placed. Public Works Director Jim Link told her he believed it would be the north side. Mayor Stallmann closed the public hearing at 7:35.

## LEGISLATION

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**Resolution-** A RESOLUTION OF THE BALLWIN BOARD OF ALDERMEN ENDORSING SAINT LOUIS COUNTY'S GRANT PROGRAM FOR THE CITY'S WASTE REDUCTION EFFORTS.

*Discussion:*

Mayor Mark Stallmann noted this grant is for more recycling events in 2026 held at North Pointe.

Parks & Recreation Director Chris Conway noted if awarded, there will be at least two paint recycling events held in 2026.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for approval of the resolution. A voice vote was taken with unanimous affirmative result and the motion passed.

**Bill 5038-** AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO JALAL MOTAN FOR AL MANAKEESH RESTAURANT FOR THE OPERATION OF A RESTAURANT WITH FRONT YARD PARKING.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5038, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5038, title only.

*Discussion:*

Mayor Mark Stallmann noted this SUE was approved by the Planning & Zoning Commission unanimously.



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A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5038, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5038, title only.

Mayor Stallmann read the SUE Conditions.

A roll call vote was taken for passage and approval of Bill 5038 with the following results:

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

Nay: None

Bill No. 5038 was approved and became Ordinance No. 25-28.

**Bill 5039 - AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO HASEEB JANJARIA AND SHAIK RAIZWAN FOR HR DARBAR RESTAURANT FOR THE OPERATION OF A RESTAURANT.**

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5039, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5039, title only.

*Discussion:*

Mayor Mark Stallmann noted this was approved unanimously by the Planning & Zoning Commission.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5039, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5039, title only.

Mayor Stallmann read the SUE Conditions.

A roll call vote was taken for passage and approval of Bill 5039 with the following results:

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

Nay: None

Bill No. 5039 was approved and became Ordinance No. 25-29.



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**Bill 5040** - AN ORDINANCE AMENDING APPENDIX A, ARTICLE XIV, SECTION 1, PERTAINING TO SPECIAL USE EXCEPTIONS FOR STORES IN THE C-1 DISTRICT WHICH SELL USED MERCHANDISE.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5040, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5040, title only.

*Discussion:*

Mayor Mark Stallmann noted the code currently does not allow stores to sell used merchandise. This code change would allow it. Any businesses wanting to move into the City would still require an SUE to be approved by Planning & Zoning and the Board of Aldermen.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5040, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Frank Fleming read Bill 5040, title only.

A roll call vote was taken for passage and approval of Bill 5040 with the following results:

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

Nay: None

Bill No. 5040 was approved and became Ordinance No. 25-30.

**Bill 5041** - AN ORDINANCE APPROVING A ZONING CHANGE FROM ST. LOUIS COUNTY R-2 TO CITY OF BALLWIN R-2A FOR HENRY OAKS, BARCELONA, RAMSEY PLACE, MUIRVIEW, WOODSMILL PLATS 1-4, NEW CAMELOT PLATS 1-2, CLAYWOOD PLATS 1-3, AS WELL AS THE PROPERTIES LOCATED AT 700 HENRY AVE. (HENRY ELEMENTARY SCHOOL), 758 HENRY AVE., AND 906 BITTERFIELD DR.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5041, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5041, title only.

*Discussion:*

Alderman Michael Finley asked City Administrator Eric Sterman to clarify whether this is a cleanup of former annexations.



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City Administrator Sterman noted several of these have come up. This particular area was annexed in the 90's and the neighborhoods weren't assigned zoning in the City so it defaulted to St. Louis County's zoning. The City is zoning these neighborhoods as R-2A. Homeowners have been notified and a public hearing was held. Alderman Frank Fleming noted he has not received any opposition from constituents about this, just questions for clarification.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5041, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5041, title only.

A roll call vote was taken for passage and approval of Bill 5041 with the following results:

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

Nay: None

Bill No. 5041 was approved and became Ordinance No. 25-31.

**Bill 5042** - AN ORDINANCE APPROVING AND ADOPTING AN OPERATIONS BUDGET OF ANTICIPATED CASH REVENUE AND CASH DISBURSEMENTS FOR THE GENERAL REVENUE FUND OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, PROVIDING FOR EXPENDITURES IN ACCORDANCE WITH SAID BUDGET AND MAKING APPROPRIATIONS THEREOF.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5042, title only. A voice vote was taken with unanimous affirmative result and the motion passed.

Alderman Fleming read Bill 5042, title only.

*Discussion:*

Alderman Michael Finley noted he and Alderman Janet Judd appeared at homeowners association meetings and have not received comments on the budget from anyone. He thanked City staff for their work on the budget and noted everything looks great.

Mayor Stallmann noted the City is investing record amounts in parks, streets, and sidewalks. He thanked the Board of Aldermen for working on this all year and thanked City Finance Officer Denise Keller and her staff for their hard work.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5042, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5042, title only.



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A roll call vote was taken for passage and approval of Bill 5042 with the following results:

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

Nay: None

Bill No. 5042 was approved and became Ordinance No. 25-32.

**Bill 5043** - AN ORDINANCE APPROVING AND ADOPTING A BUDGET OF ANTICIPATED CASH REVENUE AND CASH DISBURSEMENTS FOR THE CAPITAL IMPROVEMENT PROGRAM OF THE CITY OF BALLWIN, ST. LOUIS COUNTY, MISSOURI, FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2026, AND ENDING DECEMBER 31, 2026, PROVIDING FOR EXPENDITURES IN ACCORDANCE WITH SAID BUDGET AND MAKING APPROPRIATIONS THEREOF.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a first reading of Bill 5043, title only. A voice vote was taken with unanimous affirmative result and the motion passed.

Alderman Fleming read Bill 5043, title only.

*Discussion:*

Alderman Michael Finley renewed his remarks from Bill 5042, and noted nobody came and spoke in opposition during the Public Hearing on the 2026 budget.

Alderman Frank Fleming also noted all of this material is available online for the public to read.

Mayor Stallmann also noted a record of everything the City spends is also available on the website.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 5043, title only. A voice vote was taken with unanimous affirmative result and the motion passed. Alderman Fleming read Bill 5043, title only.

A roll call vote was taken for passage and approval of Bill 5043 with the following results:

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

Nay: None

Bill No. 5043 was approved and became Ordinance No. 25-33.

## **CONSENT ITEMS**

### **Administration – Liquor License for Maria Nails & Spa**

*Staff recommends Board approval for Maria Nails & Spa liquor license.*

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

**Administration – Liquor License for Ballwin VFW**

*Staff recommends Board approval for Ballwin VFW's liquor license.*

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

**Administration – SUE Transfer 15581 Manchester Road**

*Staff recommends approval of this Special Use Exception Transfer with the standard Special Use Exception conditions, along with the conditions specified in Ordinance 24-04.*

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

**MAYOR'S REPORT**

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Mayor Mark Stallmann nominated Gary Mertz and Barb Velten each to another three year term on the Historical Commission, and nominated Barb Velten as Vice Chair. Alderman Frank Fleming made a motion to accept the nomination, with Alderman Michael Finley seconding that motion. A voice vote was taken with unanimous affirmative result and the motion passed.

Mayor Mark Stallmann asked the Board if they would be in favor of creating a Citizen of the Year and Business of the Year program. He asked staff to put together the program and create criteria. Alderman Frank Fleming made a motion to create the program, with Alderman Janet Judd seconding the motion. A voice vote was taken with unanimous affirmative result and the motion passed.

Mayor Stallmann noted the City is participating in the Mayors for Meals food donation program which starts on the 10th and runs through the 23rd.

Mayor Stallmann also requested to cancel the second Board meeting of December since it falls on the week of Christmas and the budget has been passed. Alderman Frank Fleming made a motion to cancel with Alderman Michael Finley seconding that motion. A voice vote was taken with unanimous affirmative result and the motion passed.

**CITY ADMINISTRATOR'S REPORT**

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City Administrator Eric Sterman noted candidate filing opens at 8 a.m. on Tuesday, December 9th and closes on the 30th at 5 p.m.

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He also noted the Boundary Commission meets December 16th to discuss potential annexations to Ballwin. He also noted Building Commissioner Seth Pecoraro has brought to his attention the fact that the City is still on the 2015 International Building Code, and there is an updated 2024 version of the code. The City has typically adopted new ones when St. Louis County does but the county has not made any indication they are adopting the new one. Not adopting the latest one could potentially impact the ISO and insurance ratings for residents. He is seeking permission to look at adopting the 2024 codes and draft some potential changes.

Alderman Fleming asked if the codes needed to go through the Planning & Zoning Commission before coming to the Board, and City Administrator Sterman noted he did not believe so.

Alderman Fleming also asked if the City should do this without the County doing the same.

City Administrator Sterman noted Ellisville and Town & Country are also looking into doing the same thing, and noted again that our ISO rating could also be impacted if we do not adopt the latest codes.

Alderman Fleming also noted the city made some variations from the 2015 code, and wondered if staff could look at making sure if the City changes things it wouldn't make it more expensive for homeowners and businesses to build in the City.

Alderman Fleming also noted he would be open to having additional help come in to look at the code changes if needed.

Mayor Stallmann noted he would want to work with other cities so homeowners know what to expect.

City Administrator Sterman noted staff will bring something back to the Board sometime after the first of the year to get the process going.

**CITY ATTORNEY'S REPORT**

None.

**STAFF REPORTS****Administration – Payroll Services**

*Staff recommends engaging with Paycom for payroll services, to commence in 2026.*

**Discussion:**

City Finance Officer Denise Keller noted the City has been using ADP services for the past 20 months since April of 2024. Initially, when the software was selected, there was supposed to be a third party scheduling product that could be integrated with ADP to allow for time cards and schedules to be integrated into payroll. That has not happened, forcing managers to have to manually match schedules and timecards with payroll. The Police Department and Parks & Recreation departments have noted this creates problems for them and wastes several hours every pay period.

Alderman Fleming asked if there is a contract with Paycom or ADP that would lock us in from looking at another product. City Administrator Eric Sterman noted it is a month to month contract, and it was previously





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bid out so the bid can be considered sole source since it isn't the type of service that can easily be bid out. He also noted the City has essentially been in a bidding process for two to three years straight as staff has tested multiple products. Paycom was chosen as it is the best for what the City needs.

Alderman Tequila Gray asked if there were problems with Paycom, does the City have a backup or someone else to go to.

City Finance Officer Keller noted the City would have to start over the process of bids.

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

### **ALDERMANIC COMMENTS**

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Alderman Michael Finley thanked the Board for a great year and thanked staff for their hard work this year. He wished everyone a Happy Holidays.

Alderman Tequila Gray asked if the last leaf collection could be pushed back further than December 8th due to the snow.

Public Works Director Jim Link noted leaf pickup will take two weeks to complete. He expected the number of leaves collected so far to double by the end. He noted the City needs to switch the leaf vacs over to snow for snow removal when necessary. He believes crews can get everybody's leaves picked up with this round. He noted there's no schedule, but there is a spreadsheet online available updated every day with what streets have been picked up so far in the round.

Alderman Jim Lehmkuhl noted Mayor Stallmann has been installed as the 2026 President of the Missouri Chapter of the REALTORS Land Institute.

Alderman Michael Finley congratulated Alderman Frank Fleming on the birth of his grandchild.

Alderman Mark Weaver noted the Claymont subdivision has a Christmas light contest going on, so if anyone was looking for Christmas light displays to look at, they should check out the Claymont subdivision.

Alderman Fleming thanked City employees for their fantastic work. He noted 95 percent of the comments he receives from the public are positive. He thanked everyone for coming out and commenting tonight.

Mayor Stallmann also noted December 27th and 28th will be the City's 75th Birthday party at the Pointe with free admission and birthday treats. He noted there will be displays of Ballwin's history put up as well. He also thanked employees and staff for their work this year and wished everyone a Happy Holidays.





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**ADJOURNMENT**

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 8:31 p.m.

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

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



Bill No. 5044

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

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

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AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO KYLE MATTHIAS FOR NATURAL HISTORY BREWING COLLECTIVE FOR THE OPERATION OF A MICROBREWERY AND TAPROOM.

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**WHEREAS**, a petition has been received from Kyle Matthias for Natural History Brewing Collective, requesting the use of certain property at 14738LL Manchester Road (lower level) for operation of a microbrewery and taproom; and

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

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

**WHEREAS**, a public hearing was held before the Planning and Zoning Commission on January 5, 2026, upon said petition; and

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

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

**WHEREAS**, all applicable matters in Section 2 of Article XIV of Appendix A, "The Zoning Ordinance," have been adequately provided for.

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

**Section 1:** A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Kyle Matthias for Natural History Brewing Collective, to use the



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premises in the City of Ballwin, Missouri, known as 14738LL Manchester Road (lower level), Ballwin, Missouri 63011, for operation of a microbrewery and taproom in the C-1 Commercial District, as is made and provided for in Article IX of Appendix A.

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

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

**Section 4:** This Ordinance shall take effect and be in full force from and after its passage and approval pursuant to law.

PASSED this 12th day of January, 2026.

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

APPROVED this 12th day of January, 2026.

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

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

Bill No. 5044

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

## EXHIBIT ONE

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

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

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

3. No food or beverage of any kind is delivered outside of a building shown on the accompanying site plan by the permittee, its agents, servants or employees except for purposes of off site delivery.

4. No food or beverage of any kind is served or dispensed to persons inside of automobiles or other vehicles by the permittee, its agents, servants or employees except from a drive-through window and/or designated waiting spaces specified on the accompanying site plan. Under no circumstances is drive-in curb service permitted.

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

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

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

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

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

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

11. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development. Said enclosure and screening may not be located within any front yard and shall not interfere with driver visibility or any loading, parking or vehicular circulation.

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

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

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



Bill No. 5045

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

INTRODUCED BY

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

---

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO PAUL KUSHNIR FOR PAYMORE FOR THE OPERATION OF AN ELECTRONICS RESALE STORE.

---

**WHEREAS**, a petition has been received from Paul Kushnir for PayMore, requesting the use of certain property at 15367 Manchester Road for operation of an electronics resale store; and

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

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

**WHEREAS**, a public hearing was held before the Planning and Zoning Commission on January 5, 2026, upon said petition; and

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

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

**WHEREAS**, all applicable matters in Section 2 of Article XIV of Appendix A, "The Zoning Ordinance," have been adequately provided for.

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

**Section 1:** A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Paul Kushnir for PayMore, to use the premises in the City of Ballwin, Missouri, known as 15367 Manchester Road, Ballwin, Missouri 63011, for operation of an electronics resale store in the C-1 Commercial District, as is made and provided for in Article IX



**Bill No.** 5045  
**Ordinance No.** \_\_\_\_\_

of Appendix A.

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

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

**Section 4:** This Ordinance shall take effect and be in full force from and after its passage and approval pursuant to law.

**PASSED** this 12th day of January, 2026.

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

**APPROVED** this 12th day of January, 2026.

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

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

Bill No. 5045

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

## EXHIBIT ONE

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

1. There shall be no outdoor storage, display or sale of any merchandise, equipment, vehicles, supplies or product at any time, including but not limited to any items which were or are to be sold or donated by a customer to the store.

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

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

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

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

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

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

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





**Bill No.** 5045

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

9. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the associated development. Said enclosure and screening may not be located within any front yard and shall not interfere with driver visibility or any loading, parking or vehicular circulation.

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

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

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



Bill No. 5046

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

INTRODUCED BY

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

---

AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO CENTRAL PLAZA MZL LLC FOR SALVATION ARMY FOR THE OPERATION OF A RESALE STORE.

---

**WHEREAS**, a petition has been received from Central Plaza MZL LLC for Salvation Army, requesting the use of certain property at 15325 Manchester Road for operation of a resale store; and

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

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

**WHEREAS**, a public hearing was held before the Planning and Zoning Commission on January 5, 2026, upon said petition; and

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

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

**WHEREAS**, all applicable matters in Section 2 of Article XIV of Appendix A, "The Zoning Ordinance," have been adequately provided for.

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

**Section 1:** A special use exception, subject to the conditions hereinafter specifically set forth, is hereby granted to Central Plaza MZL LLC for Salvation Army, to use the premises in the City of Ballwin, Missouri, known as 15325 Manchester Road, Ballwin, Missouri 63011, for



Bill No. 5046

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

operation of a resale store in the C-1 Commercial District, as is made and provided for in Article IX of Appendix A.

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

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

**Section 4:** This Ordinance shall take effect and be in full force from and after its passage and approval pursuant to law.

PASSED this 12th day of January, 2026.

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

APPROVED this 12th day of January, 2026.

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

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

## EXHIBIT ONE

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

1. There is no servicing, repair, cleaning, maintenance or other work on any merchandise, equipment, vehicles, materials, supplies, or product except as may be provided and limited by this Special Use Exception or ordinance of the City of Ballwin, except within a fully enclosed building which shall not include carports, porte-cocheres, accessory structures or temporary coverings and/or enclosures such as tents, tarpaulins, flies, or other similar structures.
2. Any violation of the laws, statutes, ordinances, codes, policies and regulations of the City of Ballwin, St. Louis County, the State of Missouri, or the United States of America by the permittee, its agents, servants or employees shall be cause for the revocation of the Special Use Exception hereby granted.
3. That the site, premises and/or land use described by the permittee in the application and subsequently approved by this ordinance is developed and operated in accordance with the final approved development plan and the provisions of this ordinance, and any failure to do so shall be cause for the revocation of the Special Use Exception hereby granted.
4. All new utility and other service laterals and connections on the site and/or premises, and all connections to site improvements and fixtures installed outside of a fully enclosed building shall be installed underground.
5. All sign illumination and other lighting is selected and arranged so as not to cast light upon, and/or be a nuisance, to any right-of-way or any other property.
6. The permittee and their approved assignees or successors, if any, shall preserve, maintain and care for all plantings, and landscaped and planted areas on the site and/or premises, in accordance with the landscape and site plans of this ordinance. Such maintenance, preservation and care shall include all planted and landscaped rights-of-way adjacent to the site and/or premises addressed and approved by the Special Use Exception hereby granted.
7. Trash and debris shall not be allowed to accumulate and the site/premises shall at all times be kept clean and free of all refuse, debris, leakage and recyclable material accumulation.
8. All trash dumpsters and recyclable material storage areas shall be screened with a 100% opaque screen which shall totally obscure any visibility of the dumpster and recyclables container. Such screening shall be permanent in nature and architecturally compatible with the

Bill No. 5046

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

associated development. Said enclosure and screening may not be located within any front yard and shall not interfere with driver visibility or any loading, parking or vehicular circulation.

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

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

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

12. There shall be no outdoor storage, display or sale of any merchandise, donations, equipment, vehicles, supplies or product at any time, including but not limited to any items which were or are to be donated to the store.

13. Donations must be dropped off at the rear of the building in a clearly marked donation area, and donations must only be accepted during business hours.

14. No stacking of vehicles is permitted in the drive aisles in front of the Plaza.

15. Petitioner shall submit a traffic pattern map for review by City staff indicating the traffic pattern and route being used for donation vehicle traffic and the approximate placement of all corresponding signage and other safety measures.

16. In accordance with submitted traffic pattern map, Petitioner shall utilize signage and other necessary safety measures which clearly direct vehicles dropping off donations to follow a pedestrian-safe circular traffic pattern.



Bill No. 5047

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

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

---

AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS “ARBOR TRAILS SUBDIVISION AND OAK BROOK ELEMENTARY SCHOOL.”

---

**WHEREAS**, the City of Ballwin has received verified petitions signed by at least seventy-five percent (75%) of the registered voters within an area of land located in unincorporated St. Louis County referred to as “Arbor Trails Subdivision and Oak Brook Elementary School” and more fully described on Exhibit “A” attached hereto; and

**WHEREAS**, the St. Louis County Boundary Commission has approved the annexation as a Simplified Boundary Change pursuant to RSMo. Section 72.405.6(1) with said annexation to take effect on April 1<sup>st</sup>, 2026.

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

**Section 1:** The City of Ballwin hereby accepts the annexation of the area referred to as “Arbor Trails Subdivision and Oak Brook Elementary School” into the City, and City staff is hereby directed to undertake all necessary duties to complete such annexation and begin providing all City services to said area effective April 1, 2026.

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

PASSED this 12th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

APPROVED this 12th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

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

## EXHIBIT ONE

## Legal Description of “Arbor Trails Subdivision and Oak Brook Elementary School”:

A tract of land being all of Parcel B of “A Boundary Adjustment Plat of a tract of land in Section 11” (PB 296 Pg 89-90) and part of Section 11, Township 44 North, Range 4 East, St Louis County, Missouri; and being more particularly described as follows:

Beginning at a point in the Southern right-of-way line of Oak Street (60' wide) point also being the northwest corner of Parcel B of “A Boundary Adjustment Plat of a tract of land in Section 11” (PB 296 Pg 89-90) thence along the southern right-of-way line of Oak Street, North 89°14'East 60.25 feet to a point on the centerline of Section 11; thence continuing along the Southern right-of-way of Oak Street, North 89°04'23" East 788.51 feet to the Northwest corner of said Adjusted Parcel B, also being the Northwest corner of a tract of land deeded to Earl Allen per Deed Book 8314, Page 2399; thence Southern right-of-way of Oak Street and along the Northern line of said Allen tract, North 89°06'01" West 620.79 feet to the Northwest corner of a tract of land deeded to Robert L Wenz per Deed Book 11890, Page 2536, point also being the Northwest corner of a tract of land deeded to Timberlake Consultants Inc. per Deed Book 10959 Page 1878; thence leaving the Southern right-of-way of Oak Street, traveling along the Western line of said WENZ tract and the Western line of said Timberlake tract South 01°05'30" West 1025.98 feet to the Southwest corner of a tract of land deeded to Henry C Carr per Deed Book 6880 Page 1828, also being a point on the north line of Adjusted Parcel B of “Boundary Adjustment Plat Adjusted Parcel A, B, & C: (PB 292, Pg 11); thence along the South line of said Carr tract and the North line of the Adjusted Parcel B, South 88°57'09" West 436.00 feet to the Southwest corner of said Carr tract and the Northwest corner of said Adjusted Parcel B, also being a point on the East line of Adjusted Parcel A of “Boundary Adjustment Plat Adjusted Parcel A, B, & C” (PB 292, Pg 11); thence along the East line of said Adjusted Parcel A and the West line of said Carr tract, North 01°06'56" West 300.00 feet to the Northeast corner of said Adjusted Parcel A and the Northwest corner of said Carr tract, also being a point on the South line of said Allen tract; thence along the South line of said Allen tract and the North line of said Adjusted Parcel A, South 88°57'09" West 392.50 feet to the Northwest corner of said Adjusted Parcel A and the Southwest corner of said Allen tract, also being a point in the East line of said Parcel B; thence along the West line of said Adjusted Parcel A and the East line of said Parcel B, South 14°54'30" West 252.77 feet and South 35°07'09" West 200 feet to the Southern most corner of said Parcel B and a point on the West line of said Adjusted Parcel A; thence South 35°06'15" West 495.65 to a found iron pipe; thence South 14°50'11" West 119.97 feet to an old iron pipe; North 32°41'50" West 547.27 feet to an old iron pipe; thence South 60°51'29" West 377.82 feet to an old iron pipe; thence North 27°09'23" East 525.40 feet to an old iron pipe; thence North 79°06'56" West 235 feet to a found iron pipe; thence North 07°50'11" West 500 feet to an old iron pipe; thence North 10°57'09" East 223 feet to the Southern right-of-way line of Oak Street (60' Wide); thence East along the Southern right-of-way line of Oak Street 530 feet to a found iron pipe to the point of beginning and containing 49 acres.



Bill No. 5048

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

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

---

AN ORDINANCE PROVIDING FOR THE ANNEXATION BY THE CITY OF BALLWIN, MISSOURI OF AN AREA OF UNINCORPORATED LAND DESCRIBED HEREIN AND REFERRED TO AS “ARBOR CREST SUBDIVISION.”

---

**WHEREAS**, the City of Ballwin has received verified petitions signed by at least seventy-five percent (75%) of the registered voters within an area of land located in unincorporated St. Louis County referred to as “Arbor Crest Subdivision” and more fully described on Exhibit “1” attached hereto; and

**WHEREAS**, the St. Louis County Boundary Commission has approved the annexation as a Simplified Boundary Change pursuant to RSMo. Section 72.405.6(1) with said annexation to take effect on April 1<sup>st</sup>, 2026.

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

**Section 1:** The City of Ballwin hereby accepts the annexation of the area referred to as “Arbor Crest Subdivision” into the City, and City staff is hereby directed to undertake all necessary duties to complete such annexation and begin providing all City services to said area effective April 1, 2026.

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

PASSED this 12th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

APPROVED this 12th day of January, 2026.

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**MARK R. STALLMANN, MAYOR**

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





Bill No. 5048

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

EXHIBIT ONE

Legal Description of “Arbor Crest Subdivision”:

DESCRIPTION OF ARBOR CREST SUBDIVISION WITH ADJOINING RIES ROAD

A tract of land being Arbor Crest Subdivision, a subdivision recorded in Plat Book 319 Page 52 in the Office of the Recorder of Deeds for St. Louis County, Missouri, together with that part of Ries Road, 70 feet wide, bordering said Arbor Crest on the West, and said tract being more particularly described as follows:

Beginning at the northwesterly corner of said Arbor Crest on the easterly line of said Ries Road; thence along the northerly line of said Arbor Crest, North 80 degrees 37 minutes 23 seconds East 1129.04 feet to the easterly line thereof; thence along the easterly line of said Arbor Crest, South 32 degrees 45 minutes 40 seconds East 574.11 feet to the southerly line of said Arbor Crest; thence along said southerly line and it's prolongation westwardly, South 80 degrees 36 minutes 57 seconds West 1501.40 feet to the westerly line of said Ries Road, 70 feet wide; thence along said westerly line, North 00 degrees 08 minutes 29 seconds East 509.38 feet to the westerly prolongation of the northerly line of said Arbor Crest Subdivision; thence along said westerly prolongation, North 80 degrees 37 minutes 23 seconds East 70.98 feet to the point of beginning, according to calculations for Order Number 1225-2 executed by Topos Surveying Corp. in December, 2025



## Consent Item

**RE:** Check Signatories

**Department/Program:** Finance

**Explanation:** Check signatories are to be approved by the Board annually. Eric Serman and Denise Keller are currently the authorized check signers for all city accounts except the two required under Show Me Courts. The signers for those accounts are the Court staff and Denise. The City does not own the funds in the LOAP account but serves as a custodian for them.

Denise is authorized to make transfers between any of the accounts.

Checking Account	Authorized Signers
General	Eric Serman, Denise Keller
General Money Market Account	Eric Serman, Denise Keller
Payroll	Eric Serman, Denise Keller
Escrow	Eric Serman, Denise Keller
Sewer Lateral	Eric Serman, Denise Keller
Balance Sheet Escrow	Eric Serman, Denise Keller
HRA	Eric Serman, Denise Keller
Federal Asset Seizure	Eric Serman, Denise Keller
POST	Eric Serman, Denise Keller
Ballwin Town Center TDD	Eric Serman, Denise Keller
Lafayette Older Adult Program (LOAP)	Eric Serman, Denise Keller
Municipal Division - Ballwin	Micheila Grieshaber, Cynthia Roberts, Denise Keller
Municipal Division -Winchester	Micheila Grieshaber, Cynthia Roberts, Denise Keller

**Recommendation:** Staff recommends that the Board approve the authorized signers for all City accounts as presented.

**Submitted By:** Denise Keller

**Date:** January 5, 2026



## **Consent Item**

**RE:** Semi-Annual Revenue/Expenditure Statement

**Department/Program:** Administration/Finance

**Recommendation:** Staff recommends that the Board approve the semi-annual statement of revenues and expenditures.

**Explanation:** Per RSMo Statute Section 79.160, *“the Board of Aldermen shall semi-annually each year, at times to be set by the Board of Aldermen, make out and spread upon their records a full and detailed account and statement of the receipts and expenditures and indebtedness of the city for the half year ending with the last day of the month immediately preceding the date of such report, which account and statement shall be published in some newspaper in the city.”*

In accordance with this statute section, attached is a report of actual revenues and expenditures received/expensed during the period July 1 – December 31, 2025. Upon approval by the Board, this will be published in a local newspaper.

**Submitted By:** Denise Keller

**Date:** January 7, 2026

**CITY OF BALLWIN  
GENERAL/CAPITAL PROJECTS FUNDS  
REVENUE/EXPENSE STATEMENT  
FOR THE SIX MONTH PERIOD ENDING 12/31/25**

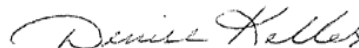
<b>REVENUE</b>	<b>General Fund</b>	<b>Capital Projects Fund</b>	
Sales Taxes	\$ 5,621,911	\$ 315,734	
Other Taxes	1,147,491	-	
Licenses & Permits	437,536	-	
Public Utility Licenses	2,026,118	-	
Court Fines	488,888	-	
Police & Communications	222,438	-	
Community Programs	1,900,225	-	
Grants & Donations	48,651	691,353	
Sale of Capital Assets	15,720	-	
Investment Income	376,008	-	
Escrows	16,821	-	
Miscellaneous	151,549	-	
Other Financing Sources	-	3,600,000	(1)
Total:	<b>\$ 12,453,356</b>	<b>\$ 4,607,087</b>	
 <b>EXPENDITURES</b>			
Administration	\$ 1,981,732	\$ -	
Parks & Recreation	3,721,257	-	
Police	3,774,873	-	
Public Works	4,076,037	3,521,712	
Other Financing Uses	3,600,000	# -	
Total:	<b>\$ 17,153,899</b>	<b>\$ 3,521,712</b>	

**For the Twelve Month Period Ending 12/31/25:**

Revenue	\$ 25,828,119	\$ 4,975,889
Expenditures	27,647,471	4,308,803

(1) This transfer of accumulated fund balance was to fund construction of the Public Works yard renovations in the Capital Fund.

I, Denise Keller, Finance Officer for the City of Ballwin, Missouri, certify that to the best of my knowledge, the above unaudited statement is true and in agreement with city records on file as of 12/31/25.



Denise Keller  
Finance Officer

ATTEST:



Eric Sterman  
City Administrator



## **Consent Item**

**Subject:** 2026-27 Sewer Lateral Program

**Department/Program:** Administration/Inspections

**Explanation:**

The sewer lateral program goes out for bid every two years. Attached is the tabulation of bids received from the three contractors who responded to the bid request. The current pricing sheet is also included to allow for comparison.

**Recommendation:**

It is the recommendation of the staff to accept the bid from the current program contractor A&A Sewer. They have what looks to be the lowest overall bid for proposed services. A&A has also received many compliments during the last several years on how well they treat our residents. Their work is normally done correctly and any concerns are handled promptly.

**Submitted by:** Seth Pecoraro, Building Commissioner

**Date:** 12/22/25

# CITY OF BALLWIN TABULATION OF BIDS

Section 8, Item c.

**Bid Item: Sewer lateral Services**

**Date Opened: December 5, 2025**

**Dept: Inspections**

	Saline Creek Grading LLC		CFO Project Management LLC		A & A Sewer	
Mobilization and repairs of sewer lateral or the installation of liner	\$2,088		\$300		\$1,500	
Mobilization and repairs of sewer lateral or the installation of a liner 15' or greater per day	\$4,368		\$300		\$4,500	
Replace 12' or less excavation depth 4" or 6" pipe	\$967	lat. ft.	\$3,000	lat. ft.	\$85	lat. ft.
Replace 12'1" or more of excavation depth 4" or 6" pipe	\$1,089	lat. ft.	\$4,000 +	lat. ft.	\$110	lat. ft.
Install new 4" or 6" yard cleanout stack 15' or less of excavation depth	\$5,764	per job	\$3,000	per job	\$250	per job
Install new 4" or 6" yard cleanout stack 15' or more of excavation depth	\$10,892	per job	\$4,000 +	per job	\$300	per job
Asphalt or Concrete driveway and or street/sidewalk 4" removal and replacement	\$210	sq. yd.	\$1,200	sq. yd.	\$195	sq. yd.
Asphalt or Concrete driveway and or street/sidewalk 6" removal and replacement	\$228	sq. yd.	\$1,200	sq. yd.	\$195	sq. yd.
Asphalt or Concrete driveway and or street/sidewalk 8" removal and replacement	\$233	sq. yd.	\$1,400	sq. yd.	\$210	sq. yd.
Saw cutting of existing asphalt or concrete pavement 2"-4"	\$2	lin ft.	\$25	lin ft.	\$40	lin ft.
Saw cutting of existing asphalt or concrete pavements 5"-8"	\$5.50	lin ft.	\$35	lin ft.	\$45	lin ft.
Camera Inspection	\$210	per job	\$150	per job	\$185	per job
Cable Service	\$210	per job	\$150	per job	\$160	per job
Sewer Liner	\$3-10/ft depending on damage	lat. ft.	\$200	lat. ft.	\$130	lat. ft.
1. Typical response time after City request for initial camera inspection:	1 day		24 hours or same day		1-2	
2. Typical response time after initial camera inspection to a mobilization for a repair	1 day		24 hours or same day		1-3	
3. Fee for 24 hour emergency service request (if time is less than indicated in Bid Item #14A) for initial camera inspection and, if needed, cable service and/or repair mobilization	\$350.00 for cable/camera. 1.5 times rate listed above for repair/mobilization		\$100		150	

Attending Opening:

Dept Rep \_\_\_ Seth Pecoraro

Finance Rep \_\_\_ Denise Keller

<input type="checkbox"/> Mobilization and repairs of sewer lateral or the installation of a liner .....	\$ 1500.00 per job	=	_____
<input type="checkbox"/> Mobilization and repairs of sewer lateral or the installation of a liner 15' or greater per day...	\$ 4500.00 per job	=	_____
<input type="checkbox"/> Replace 12' or less excavation depth 4" or 6" pipe .....	\$ 85.00/lat. ft. x _____	=	_____
<input type="checkbox"/> Replace 12.1' or more of excavation depth 4" or 6" pipe .....	\$ 100.00/lat. ft. x _____	=	_____
<input type="checkbox"/> Install new 4" or 6" yard cleanout stack 15' or less of excavation depth .....	\$ 250.00 per job	=	_____
<input type="checkbox"/> Install new 4" or 6" yard cleanout stack 15' or more of excavation depth .....	\$ 300.00 per job	=	_____
<input type="checkbox"/> Asphalt or Concrete driveway and or street/sidewalk 4" removal and replacement .....	\$ 195.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Asphalt or Concrete driveway and or street/sidewalk 6" removal and replacement .....	\$ 195.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Asphalt or Concrete driveway and or street/sidewalk 8" removal and replacement .....	\$ 210.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Saw cutting of existing asphalt or concrete pavement 2"-4" .....	\$ 40.00/lin. ft. x _____	=	_____
<input type="checkbox"/> Saw cutting of existing asphalt or concrete pavements 5"-8" .....	\$ 45.00/lin. ft. x _____	=	_____
<input type="checkbox"/> Camera Inspection.....	\$ 185.00 per job	=	_____
<input type="checkbox"/> Cable Service .....	\$ 150.00 per job	=	_____
<input type="checkbox"/> Sewer Liner .....	\$ 130.00/lat. ft.	=	_____
<input type="checkbox"/> Other.....	\$ _____ x _____	=	_____

**TOTAL \$** \_\_\_\_\_

**MAXIMUM PAID BY PROGRAM \$ 4500.00**

**BALANCE TO BE PAID BY HOMEOWNER \$** \_\_\_\_\_

Property Owner: \_\_\_\_\_ Address: \_\_\_\_\_ SLRP # \_\_\_\_\_

Contractor: A & A SEWER Permit # \_\_\_\_\_ Date of Repair: \_\_\_\_\_

Inspector Signature \_\_\_\_\_ Contractor Signature \_\_\_\_\_



## **Consent Item**

**RE:** The Pointe at Ballwin Commons Strength Training Equipment Purchase

**Department/Program:** Parks and Recreation

**Explanation:**

The City has budgeted \$51,000 for new fitness equipment purchases. In that \$31,000 was budgeted for the purchase of three (3) half rack power stations with benches and additional weight plates. This purchase would replace the power rack, incline bench and flat bench stations which are original to the building. This purchase would also give the free weight more versatility than the current options provide. The equipment is available for purchase through the Sourcewell purchasing cooperative through local vendor Advanced Exercise.

**Recommendation:**

Approve the budgeted purchase of the above mentioned equipment off the Sourcewell Contract through Advanced Exercise for \$30,457.38

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

**Date:** January 12, 2026





**Fitness Solutions**

*Prepared For*  
**Ballwin Parks and Recreation**

*By*  
**Lisa Miceli**  
December 17, 2025



**advanced exercise**

advancedexercise.com | 861 SouthPark Drive #100, Littleton, CO 80120 | 800.520.1112

**CONSULTANT**

Lisa Miceli  
 lmiceli@advancedexercise.com  
 Phone: 3147618701  
 Fax: na

Date: December 17, 2025

Quote Expires: 30 day(s)



**Proposal # 089249-R4****BILL TO**

**Ballwin Parks and Recreation**  
 14811 Manchester Road  
 Ballwin, MO 63011  
 Matt Struempf  
 mstruempf@ballwin.mo.us

**SHIP TO**

**Ballwin Parks and Recreation**  
 14811 Manchester Road  
 Ballwin, 63011  
 Matt Struempf  
 mstruempf@ballwin.mo.us

**STRENGTH EQUIPMENT**

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
ELT-PR-STRD	Hammer Strength	<b>HD Elite iD Standard Power Rack (MSRP \$7,213) 20% Sourcewell Discount</b> 	<ul style="list-style-type: none"> <li>• 3" x 3" 7 Gauge American Steel</li> <li>• 8ft Tall Uprights</li> <li>• 3 Handle Pull Up Bar</li> <li>• Hanging 2 Bar Storage &amp; Storage Hooks</li> <li>• Premium Bar Supports &amp; Bar Catches</li> <li>• 3pr Standard Weight Horns</li> <li>• 2pr XL Weight Horns</li> <li>• Dock n Lock Ready</li> <li>• 15" Single Storage Depth</li> <li>• Custom Sign Compatible</li> <li>• Includes Hammer Strength Sign</li> <li>• Includes Stability Feet</li> <li>• Requires bolt to floor unless stability feet are utilized</li> </ul>	5,770.40	3	\$17,311.20
HDU-MAB	Hammer Strength	<b>Multi Adjustable Bench</b> 	<ul style="list-style-type: none"> <li>• Size (L x W x H): Footprint (L x W x H): 52.5" x 22.2" x 18.5"</li> <li>• Weight: 85 lbs</li> <li>• Back pad adjusts from -10 to 15, 30, 45, 60 and 75-degree pressing angles</li> <li>• Seat pad adjusts from 0 to 30 degrees</li> </ul>	1,101.60	3	\$3,304.80








Propos

Section 8, Item d.

## advanced exercise



## FREE WEIGHTS




Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
803TU-45	TKO	<b>Olympic 45lb. Urethane Dual Grip Plate</b> 	<ul style="list-style-type: none"><li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li><li>Numbers and logo are color filled for easy visibility</li></ul>	131.54	18	\$2,367.72
803TU-35	TKO	<b>Olympic 35lb. Urethane Dual Grip Plate</b> 	<ul style="list-style-type: none"><li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li><li>Numbers and logo are color filled for easy visibility</li></ul>	102.31	6	\$613.86
803TU-25	TKO	<b>Olympic 25lb. Urethane Dual Grip Plate</b> 	<ul style="list-style-type: none"><li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li><li>Numbers and logo are color filled for easy visibility</li></ul>	73.08	12	\$876.96
803TU-5	TKO	<b>Olympic 5lb. Urethane Dual Grip Plate</b> 	<ul style="list-style-type: none"><li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li><li>Numbers and logo are color filled for easy visibility</li></ul>	14.62	6	\$87.72
803TU-2.5	TKO	<b>Olympic 2.5lb. Urethane Dual Grip Plate</b> 	<ul style="list-style-type: none"><li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li><li>Numbers and logo are color filled for easy visibility</li></ul>	7.31	6	\$43.86



Propos

Section 8, Item d.

## advanced exercise

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
812OB-86	TKO	7ft 1000lb Olympic Bar	<ul style="list-style-type: none"> <li>30mm hardened and tempered shaft</li> <li>152,000 psi tensile strength</li> <li>Hardened chrome finish</li> <li>Weight 44 lbs</li> <li>86" long</li> <li>Includes 5 year commercial warranty</li> </ul>	215.38	3	\$646.14
						
143SCO-CM	TKO	Olympic 2 in Quick Clip Weight Collar	<ul style="list-style-type: none"> <li>Secures plates on bar</li> <li>Fits 2" international weight bars</li> </ul>	9.23	3	\$27.69
						
803TU-10	TKO	Olympic 10lb. Urethane Dual Grip Plate	<ul style="list-style-type: none"> <li>Thermal polyurethane (TPU) encasing and precision fit solid steel insert</li> <li>Numbers and logo are color filled for easy visibility</li> </ul>	29.23	12	\$350.76
						



## SERVICES &amp; FEES

Model	Brand	Description	Specifications	Unit Price	Qty	Total Ext
TARIFF	Advanced Exercise	Manufacturer Tariff 2%		426.67	1	\$426.67

Comments:  
Life Fitness Sourcewell Contract 052324-LFF

Subtotal: **\$26,057.38**

Freight, Delivery and Install: **4,400.00**

Taxes As Applicable **\$30,457.38**

Total:



## advanced exercise

### Terms & Conditions

**Terms:** All new customers are required to pay 50% down and balance due prior to install. Residential customers, personal trainers, and orders for resale, require 100% payment before the order can be placed. All other terms and credit lines are subject to credit approval. Invoice will be due and payable, based on the original requested installation date, unless Advanced Exercise is notified in writing 60 days prior to the requested installation date with a change of the installation date. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. Special Orders: A 100% prepayment is required for all customized products including but not limited to custom colors, sports flooring and products with logos such as plates, dumbbells and platforms.

**Return Policy:** Any returns require approval in writing by Advanced Exercise Project Management. A minimum 25% restocking fee, plus freight, will be incurred for all non-custom products returned. Customized products are nonreturnable. All products with color choices are defined as custom products.

**Bolt Down Requirements:** Life Fitness recommends that all strength training equipment be secured to the floor in order to prevent tipping, rocking or displacement which might occur in the event of unanticipated use of the equipment. Life Fitness requires that certain strength training equipment (specifically the Synrgy 360 90, T, XS, XM, HD Elite Half Rack/Short Base, Athletic Series Rigs, Athletic Series Racks with Wing option, Cybex PWR Play, Synrgy Outdoor BlueSky and other products to be used for body weight strap training) be secured to the floor. In the case of Synrgy 360S, T, XS, XM and the Elite HD Half Rack Short Base, the customer acknowledges:

- Customer has determined the proper placement of the equipment to be secured. **Customer Initial** \_\_\_\_\_
- Customer has identified and informed Advanced Exercise of the location of any utility, service lines, including but not limited to post tension cables. It is the customer's responsibility to identify the locations of any cables or lines prior to installation.

**Customer Initial** \_\_\_\_\_

- Customer has confirmed that the subfloor consists of no less than 4.0 inches of concrete. **Customer Initial** \_\_\_\_\_
- Customer has obtained any and all consents to the drilling of holes in the flooring and subflooring. **Customer Initial** \_\_\_\_\_

If your order includes any of the equipment requiring bolting to the floor, initials are required above and an additional signed waiver will be required to place the order. Additional products may require bolting to the floor, wall or ceiling. Bolting is not included on these products unless otherwise noted on the quotation. Customer is responsible for bolting these products to meet the manufacturer's requirements. This includes TRX, Core Energy, Boxing mounts and other products that require bolting to the facility structure.

**Wall & Ceiling Attached Items:** The installation of any items such as TRX Multi Mounts., X Mounts, Wall Mat Racks, etc. that require bolting to walls or ceilings are not included in the proposal unless otherwise noted.

**Flooring Installation:** Refer to the product specifications to ensure that the sub floor meets the material installation requirements. Freight offloading, inside delivery, adhesive, moisture tests, moisture reducers, base boards, sub floor prep, sub floor cleaning, transition strips and existing floor removal and disposal are not included unless otherwise noted on the quotation.

**Storage:** We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

**Taxes:** We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

**Security:** Until all products are paid in full, customer hereby grants to, and Advanced Exercise shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote.

**Signature:** \_\_\_\_\_

**Name:** MattStruempf

**Date:** \_\_\_\_\_ **Customer Requested Install Date:** \_\_\_\_\_



## **Consent Item**

**RE:** The Pointe at Ballwin Commons Painting

**Department/Program:** Parks and Recreation

**Explanation:**

The city has budgeted \$25,100 in 2026 operating budget for painting of the elevator column, the slide stair tower and slide support structure at The Pointe at Ballwin Commons. Elevator column painting will include sand/scuff & clean tile wall then prime with extreme bond primer apply two coats of an industrial water based catalyzed epoxy. Work on the slide structure and stair tower will include spot prime and 1 coat of paint. Requests for proposals were solicited directly from local contractors, advertised in Countian and on the city website for several weeks. A total of five (5) bids were received and read aloud on December 19, 2025

**Recommendation:**

Approve contract with low bidder Joseph Ward Painting Company for \$18,142. The City last contracted with them in 2024 to paint the exterior of The Pointe and staff was pleased with the result of the project.

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

**Date:** January 12, 2026

## TABULATION OF BIDS

**Project: PAINT SLIDE STRUCTURE & ELEVATOR SHAFT RFP:26-04**

**Date: 12-19-2025 at 11:00 am**

VENDOR	Joseph Ward Painting Co	TMI Coatings	All American Paintings	Bazan	Raw custom coatings
BID BOND	✓	✓	✓	✓	✓
BASE BID	\$18,142.00	\$99,200.00	\$28,226.00	\$26,405	\$60,074
ALTERNATE #1			\$13,976.00	\$11,495	
ALTERNATE #2				- \$500 - \$1200	
TOTAL GROSS COST					
TOTAL NET COST					





## **Consent Item**

**RE:** North Pointe Aquatic Center Slide Refinishing

**Department/Program:** Parks and Recreation

**Explanation:**

The City has budgeted \$75,000 to repair the open and closed flume slides at North Pointe Aquatic Center. Minor maintenance of the slides has occurred over the past 6 years however a complete refinishing of the ride paths has not been completed in several years. The result is a rough uncomfortable ride for guests and minor fiberglass defects that create leaks and or safety concerns for guests.

**Recommendation:**

Approve the budgeted purchase of the above mentioned service off the Sourcewell Contract through Rain Drop & Safe Slides for \$74,989.20.

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

**Date:** January 12, 2026



# PROPOSAL

Section 8, Item f.



Reference: 1979211  
Project Name: NORTH POINTE AQUATIC CENTER  
Salesperson: Rain Drop Products, LLC

Date: 12/30/2025

To: CHRIS CONWAY  
Purchaser: NORTH POINTE AQUATIC CENTER  
Billing Address: 335 HOLLOWAY RD  
Ballwin, MO 63011

First Shipment Address:  
NORTH POINTE AQUATIC CENTER  
335 HOLLOWAY RD  
Ballwin, MO 63011

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	Unit Price	Extended Amt
1.00	/RESTORATION-LEVEL 5-1979211	RESTORATION LEVEL 5-1979211		\$110,000.00	\$110,000.00
	SLIDE DESCRIPTION:				
	-Open Flume Body Slide – Off-White				
	-Closed Flume Body Slide – Off-White				
	*				
	WORK DESCRIPTION:				
	GEL COAT-INTERIOR RIDE PATHS:				
	-Remove previous coatings (entire open flume interior, seam areas on closed flume interior)				
	-Repair all common fiberglass repairs in ride path* (common repairs do not require lamination)				
	-All repairs will be done with vinyl-ester filler				
	-Prepare interior ride path for Gel Coat (prime coat blistered and submerged areas)				
	-Add textured surface to start tub if needed				
	-Refinish interior ride path of slide with Premium Gel Coat (applied to a thickness of 20 - 24 mils.)				
	-Recaulk all seams (recaulking is not a guarantee to stop leaking seams) **				
	-Seams will be sealed with premium caulk				
	-NOTE: Previous coatings will be addressed on seams that have been fiberglassed over. If there is cracking or deflection in the seam, it will need to be addressed at additional cost (\$1,626 per seam)				
	*				
	ADVANCED FIBERGLASS REPAIR-REINFORCE OPEN FLUME START TUB:				
	-Prep and laminate advanced repair areas with vinyl-ester resin and 1708 biaxle cloth				
	-Fair advanced repair areas with compatible vinyl-ester fairing compound				
	*				
	PAYMENT TERMS: 50% DUE PRIOR TO MOBILIZATION AND 50% DUE UPON COMPLETION				
	NOTE: THESE PAYMENT TERMS MAY BE NEGOTIABLE, PLEASE CONNECT WITH YOUR CUSTOMER REPRESENTATIVE IF YOU NEED ALTERNATE OPTIONS FOR YOUR BUDGET/NEEDS.				
	AFTER 30 DAYS, AN ADDITIONAL 5% WILL BE ADDED TO THE UNPAID AMOUNT, AND EVERY 30 DAYS THEREAFTER THAT THE PAYMENT IS LATE. THE PARK IS RESPONSIBLE FOR ANY LEGAL FEES NECESSARY TO COLLECT PAYMENT.				
	SOURCEWELL CONTRACT #101625-RDP				

## PROPOSAL

Section 8, Item f.



**Reference:** 1979211  
**Project Name:** NORTH POINTE AQUATIC CENTER  
**Salesperson:** Rain Drop Products, LLC

Quote Duration-60 Days



Contract #101625-RDP

Inquire about our nationwide cooperative purchasing programs!

**Payment Terms:** 50% PRIOR MOBILIZED, 50% NET30

**Estimated Delivery Date upon placement of Order:**

**See the following pages for General Terms, Conditions and Warranty related to this Proposal**

<b>Total Order</b>	<b>\$110,000.00</b>
<b>Less discount at a rate of 31.83%</b>	<b>-\$35,010.80</b>
<b>Freight to Ballwin, MO</b>	<b>\$0.00</b>
<b>Taxes - See General Terms, Conditions and Warranty</b>	<b>\$0.00</b>
<b>Net Order</b>	<b>\$74,989.20</b>



Reference: 1979211  
Project Name: NORTH POINTE AQUATIC CENTER  
Salesperson: Rain Drop Products, LLC

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### Warranty Details Click Here

#### GENERAL TERMS AND CONDITIONS

- 1) **Purchase:** By executing this proposal (the "Proposal"), or submitting a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal into such purchase order specifically by reference) which is accepted by Rain Drop Products, LLC ("Rain Drop") the purchaser identified above ("you" or the "Purchaser") agrees to purchase the products as detailed in this Proposal (the "Products"), or in the purchase order accepted by Rain Drop, for use by Purchaser or for installation by Purchaser on behalf of a third-party who will be the ultimate owner of the features and/or equipment (the ultimate owner of the features and/or equipment, whether Purchaser or a third-party, being the "Owner").
- 2) **Proposal:** The above proposal is valid for sixty days from the date first set forth above. After sixty days Rain Drop reserves the right to increase prices due to the rise in costs of raw material, fuel or other cost increases.
- 3) **Short Ship Claims:** Purchaser has fifteen days from receipt of the Products to file a short ship report in writing to its sales representative. Rain Drop will not honor claims made after this time.
- 4) **Standard Exclusions:** Unless specifically included and detailed in this Proposal, this Proposal does not include, and Rain Drop will not provide services, labor or materials for any of the following work: (a) removal or disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any materials supplied by Purchaser or Owner; (d) repair of concealed underground utilities not located on prints, supplied to Rain Drop by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.
- 5) **Bonding Guidelines:** If Purchaser uses or provides the Products for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner: "The manufacturer's warranty for the Rain Drop Products brand water components is a separate document between Rain Drop Products, LLC and the ultimate owner of the Rain Drop brand water components, which will be provided to the ultimate owner at the time of final shipment for products manufactured by Rain Drop. Due to surety requirements, any performance and/or payment bond will cover only the first year of Rain Drop Products, LLC warranty."
- 6) **Insurance Requirements:** Rain Drop will not provide any insurance coverage in excess of its standard insurance, a copy of which is available for your review prior to acceptance of this Proposal.
- 7) **Payment:** Terms of payment are defined in the "Payment Terms" section of this Proposal and are specific to this contract.. All payments must be made to Rain Drop Products, LLC, 2121 Cottage Street, Ashland, Ohio 44805. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, Rain Drop may cease continued



**Reference:** 1979211  
**Project Name:** NORTH POINTE AQUATIC CENTER  
**Salesperson:** Rain Drop Products, LLC

manufacturing until such payments with penalties are made, or Rain Drop may be relieved of its obligations hereunder if payment is more than sixty days past due. Rain Drop shall be entitled to certain payments previously made as liquidated damages. Rain Drop may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt. All payments made pursuant to the installment payment process shall not be available to be recovered by Purchaser so long as Rain Drop Products is not in default under the agreement. Transactions over \$5,000 paid via credit card will be subject to a 3% surcharge.

8) **Taxes:** Unless otherwise specifically included and detailed in this Proposal, prices do not include any taxes, including sales, use or excise taxes. It is the Purchaser's responsibility to furnish evidence of any sales tax exemption in the appropriate states and have compliance documents, where applicable, on file at Rain Drop.

9) **Lien Releases:** Upon request by Owner, Rain Drop will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Rain Drop will provide a full release of liens upon receipt of final payment. In accordance with state laws, Rain Drop reserves the right to place a lien on the property if final payment has not been received ten days prior to the filing deadline for liens.

10) **Site-plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:** Site-plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this Proposal unless specifically detailed herein. Rain Drop does not in any way warrant or represent that a permit or site plan approval for construction will be obtained.

11) **Manufacturing & Delivery:** Manufacturing lead-time from Rain Drop's receipt of this Proposal executed by Purchaser, or submittal by Purchaser of a purchase order pursuant to this Proposal (which shall incorporate the terms of this Proposal specifically by reference) which is accepted by Rain Drop is approximately twelve (12) to sixteen (16) weeks depending on the size and complexity of the components ordered.

12) **Changes in the Work:** During the course of this project, Purchaser may order changes consisting of additions and deductions in the work. The cost of these changes will be determined by Rain Drop, and a change order form must be completed and signed by both Purchaser and Rain Drop, which will detail the scope of the change order. Should any change order be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Rain Drop will be deemed to have performed its part of the project, and the project will be terminated. Upon such termination, Rain Drop will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of Purchaser.

13) **Restocking Fee** There will be a 30% restocking fee applied to all Products returned by Purchaser. Prior approval must be obtained from Rain Drop before any product is to be returned. All returns are at Rain Drop's discretion.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend and hold harmless Rain Drop and its consultants, agents and employees or any of them from and against claims, damages, losses and

## PROPOSAL

Section 8, Item f.



**Reference:** 1979211  
**Project Name:** NORTH POINTE AQUATIC CENTER  
**Salesperson:** Rain Drop Products, LLC

expenses, including but not limited to attorneys' fees, related to the installation of products manufactured and supplied by Rain Drop, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section..

15) **Intellectual Property Rights** Purchaser acknowledges and agrees that Rain Drop will remain the owner of any and all intellectual property rights, including, but not limited to, copyrights, service marks, and trademarks in, on or to the Products.

16) **Assembly/Installation:** Rain Drop does not provide installation services. If requested and specifically detailed in this Proposal, construction site services are intended to imply supervision and consulting services only. All labor required for the assembly, construction or removal of Products manufactured and supplied by Rain Drop will be the Purchaser's and/or Owner's responsibility.

17) **Site/Use Review by Purchaser:** Rain Drop relies on the Purchaser to determine that the Products are appropriate and safe for the Owner's installation site and/or intended use.

18) **Dispute Resolution:** Any controversy or claim arising out of or related to this Proposal must be settled by binding arbitration administered in Ashland, Ohio by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

19) **Entire Agreement; No Reliance:** This Proposal, if accepted by Purchaser, represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this Proposal are not part of this Proposal. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Rain Drop or its agents which are not expressly stipulated herein, including, without limitation any statements as to the Products, warranties provided hereunder.

20) **No Third-Party Beneficiaries:** This Proposal, if accepted by Purchaser, creates no third party rights or obligations between Rain Drop and any other person, including any Owner who is not also a purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this Proposal.

21) **Governing Law:** The Proposal will be construed and enforced in accordance with the laws of the State of Ohio. Notwithstanding any other law or venue available in any country or jurisdiction, the parties specifically reject all other venues and jurisdictions other than the United States of America, State of Ohio.

22) **Assignment:** Purchaser may not assign this Proposal, by operation of law or otherwise, without the prior written consent of Rain Drop. The Proposal, if accepted by Purchaser, shall be binding upon and inure to the benefit of Rain

## PROPOSAL

Section 8, Item f.



**Reference:** 1979211  
**Project Name:** NORTH POINTE AQUATIC CENTER  
**Salesperson:** Rain Drop Products, LLC

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Drop and the Purchaser, and their successors and permitted assigns.

23) **Miscellaneous:** Rain Drop objects to the inclusion of any different or additional terms in Purchaser's acceptance of this Proposal and if such terms are included in Purchaser's acceptance, Purchaser agrees that a contract of sale will nevertheless result only on the original terms stated in this Proposal. If any portion of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, either of which may be deemed an original, but all of which shall constitute one and the same document. Each person executing this Agreement for and on behalf of Purchaser represents and warrants that that person has the authority to execute this Agreement and all corporate action necessary to authorize the execution delivery of this Agreement.

## PROPOSAL

Section 8, Item f.



**Reference:** 1979211  
**Project Name:** NORTH POINTE AQUATIC CENTER  
**Salesperson:** Rain Drop Products, LLC  
**Order Amount:** \$ 74,989.20

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Executed to be effective as of the date executed by the Company:

**PURCHASER:**

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

By: (Print Name) \_\_\_\_\_

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

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

## Staff Report

**Subject:** The Pointe at Ballwin Commons Indoor Pool Improvements

**Department/Program:** Parks and Recreation

**Explanation:**

The City has been awarded a municipal park grant for improvements to the indoor pool at The Pointe. Several contracts are currently up for your consideration as part of this \$605,000 project. Each of the contracts to complete this project are included in this memo. The grant provides \$575,000, with a required City match of \$30,000. Once the notice to proceed has been given staff will work with each of the contractors to coordinate the work. We anticipate that most of the work will be completed by September.

### **Project Components**

- **Locker Room Flooring:** The Pointe locker room floors will be refinished with an epoxy coating. An RFP was issued and closed on December 19, with 2 proposals received.
- **Shower Plumbing:** Improvements include installing new hot and cold water lines and new mixing valves to ensure more comfortable water temperatures for members and guests. An RFP for this work closed on December 19, with 1 proposal received.
- **Pool Plaster (Sole Source):** This scope includes hydroblasting the current surface, performing repairs, and recoating the pool with Pebble Tec. Because Schilli Plastering is the only licensed installer of Pebble Tec in the St. Louis area, this is designated as a sole source purchase. We also bid this out because there are other plaster products however we received no bids.
- **Boiler Installation (Sole Source):** A new boiler will be installed to resolve heating issues with the indoor pool during the winter months. This work will be completed by Jarrell Contracting, our current HVAC preventative maintenance and repair contractor. Due to the complexity of the The Pointe unique system and Jarrell's extensive experience with our specific water circulation system, they are considered a sole source provider for this installation.
- **Water Circulation Sensors (Sole Source):** The indoor pool's water circulation system is a custom design by CTS (now known as Veregy). Because the system is unique, Veregy is the sole source provider for the replacement of various sensors that no longer work properly throughout the system. These replacements are critical for gathering accurate data, which will allow staff and contractors to better regulate pool temperatures during seasonal fluctuations.



- **Aquatic Play Unit (Purchasing Cooperative):** The Aquatic Play Unit (APU) is the largest component of the project. This structure and the installation of this structure will be purchased from a purchasing cooperative. This means the product and the service have been competitively pre-bid for the city's convenience. The structure was custom designed by Vortex, an APU manufacturer and Landmark Aquatic, a local aquatics contractor. Design elements are a direct response to the Pointe Indoor Pool survey conducted by the Parks and Recreation Staff in summer of 2025.

**Recommendation:**

- Approve contract with Technicoat Industrial Floor Coatings INC. for \$30,800 for locker room floor epoxy flooring installation. Technicoat is the lowest bidder.
- Approve contract with Merlo Plumbing Co. INC. for \$63,712 for plumbing upgrades in The Pointe locker rooms. Merlo is the lone bidder.
- Approve contract with Schilli Plastering Co. INC. for \$134,770 for indoor pool surface prep, and application of Pebble Tec pool coating.
- Approve contract with Jarrell Mechanical Contractors for \$36,781 for the installation of a pool boiler.
- Approve contract with Veregy for \$31,842 for the replacement of sensors and controllers related to the Building Automation System.
- Approve contract with Landmark Aquatic for \$306,000 for the replacement of an Aquatic Play Unit for the Pointe indoor pool.

The total amounts to \$603,905 of the \$605,000 budget for this indoor pool project.

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

**Date:** January 12, 2026



**TABULATION OF BIDS**

**Project: LOCKER ROOM FLOORING RFP:26-01**

**Date: 12-19-2025 at 3:00 pm**

VENDOR	Technicote	Missouri TerraZeo			
BID BOND	<del>\$20,000</del> ✓	✓			
BASE BID	\$30,000	\$56,885			
ALTERNATE #1					
ALTERNATE #2					
TOTAL GROSS COST					
TOTAL NET COST					

## CITY-CONTRACTOR AGREEMENT

THIS CITY CONTRACTOR AGREEMENT (this "Agreement"), is made and entered into as of this \_\_\_\_th day of \_\_\_\_\_, 2026, by and between \_\_\_\_\_ an \_\_\_\_\_ contractor \_\_\_\_\_ having a principal office at St. Louis, MO (the "Contractor"), and the City of Ballwin, a Missouri municipal corporation located in St. Louis County (the "City"). *All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Contract Documents (as hereinafter defined).*

## RECITALS

- A. In response to RFP 26-01 of the City requesting bid proposals for seamless resinous flooring, the Contractor has submitted a certain Bid Proposal in accordance with the Bid Documents to perform the Work.
- B. After due consideration, the City has accepted the Bid Proposal of the Contractor and the parties hereto desire to enter into this Agreement whereby the Contractor shall undertake the performance of the Work in accordance with the Contract Documents and the City shall pay the Contractor as hereinafter specified.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises hereinafter set forth the City and the Contractor hereby agree as follows:

1. **Contract Documents.** This Agreement shall consist of: (i) RFP 26-01 including, without limitation, the Notice to Contractors, the Instructions to Bidders, the General Conditions, the Plans and Specifications, the Bid Proposal form, the Bid Bond, the proposed City-Contractor Agreement, the Bidders Information Sheet form, and any Exhibits; (ii) Addenda numbered #1; (iii) the Bid Proposal of the Contractor dated \_\_\_\_\_, **2026** (the "Proposal"); (iv) the Payment, Performance and Guarantee Bond submitted by the Contractor; and (v) this City-Contractor Agreement and exhibits attached thereto (all of the foregoing collectively referred to as the "Contract Documents" are hereby incorporated in this Agreement by reference).
2. **The Work.** The Contractor shall furnish all labor, materials, tools, equipment and services, and perform and complete the Work required for the Project in accordance with this Agreement which shall include provision of every item specified in the Contract Documents necessary to complete the Project as designed.
3. **Time of Completion.** Contractor shall commence work under this Agreement by August 17, 2026 and shall fully complete all items of the Work within the time set forth in the Contract Documents. The parties understand that time is of the essence and that the rate of progress and prompt completion are essential conditions, and that in the event the Work is not fully completed within the period provided herein, the Contractor shall pay to the City the sums provided in the Contract Documents.

4. **Acceptance and Payment.** When the Work has been fully completed in accordance with the Contract Documents, the City shall make a final inspection, and any defects arising out of said inspection shall be promptly remedied by the Contractor at no additional cost to the City. After final acceptance of the Work by the City, the City shall pay the Contractor the amounts required by the Contract Documents including any amounts held by the City as retainage, less any progress payments made previously and less any moneys which are due and payable to the City as liquidated damages. As a condition of any such final payment to be made by the City, the Contractor and any subcontractors shall file an Affidavit of Compliance with the prevailing wage laws with the Missouri Division of Labor Standards and Contractor and any subcontractors shall furnish proof of such filing acceptable to the City. and the Contractor agrees and consents to the use of the maintenance security by the City of Ballwin to make any necessary repairs to any portion of the Work.

5. **Guaranty.** The Contractor hereby expressly guarantees the aforesaid Work as to workmanship and quality of materials used in connection herewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds itself, its successors or assigns, to make all replacements which may become necessary within said period due to construction defects and nonconformity with the Contract Documents.

6. **Compliance with Federal, State and Local Law.** The Contractor shall comply with all applicable federal, state and municipal law requirements for performance under this Agreement including, without limitation, prevailing wage requirements for any work under this Agreement that may be governed by such requirements and any requirements for the employment of laborers from Missouri or nonrestrictive states, if applicable. The Contractor shall not pay less than the prevailing hourly wage rate of wages as enumerated in the prevailing wage determination included in the Contract Documents and attached hereto as **Exhibit A (AWO)**, for all workers performing work under this Agreement. The Contractor shall forfeit, as a penalty, to the City of Ballwin the sum of \$2,500, plus One Hundred Dollars (\$100.00) for each worker employed by the Contractor or by any subcontractor for each working day or portion thereof that such worker is paid less than the prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri for work performed under the City Contractor Agreement. The Contractor shall abide by all health and environmental requirements imposed by law in performance of its duties. It shall be the obligation of the Contractor to require this provision to be included in all subcontracts.

7. **Taxes.** The City is exempt from federal excise tax and Missouri sales tax and the Contractor shall not charge the same to the City and shall comply in all respects with the Special Sales Tax Provisions of the Contract Documents.

8. **Other Representations, Warranties and Other Covenants by the Contractor.** The Contractor represents and warrants that the Contractor has been engaged in such work as is required for the Project and has provided services such as the ones to be performed under this Agreement to other municipalities and/or private enterprises and that the Contractor owns sufficient equipment and engages sufficient personnel to perform the Contractor's obligations under this Agreement. The Contractor further represents and warrants that the Contractor is an equal opportunity employer. The Contractor agrees that the Contractor shall not use in any form or medium the name of the City for any advertising unless the Contractor receives the prior written consent of the City. If necessary, during periods of work the traveling public will be adequately protected and advised with appropriate signs, barricades, cones and flaggers as

deemed necessary or as directed by the City of Ballwin. In the case of open excavations or other potentially hazardous conditions existing during non-working periods, the traveling public will be protected and advised by signs and flasher barricades. Parking of equipment or storage of materials on or near the Project site will be permitted only if adequate protective devices are provided and then only for the minimum time required for any specific job. Prior to entering, parking equipment or storing materials on private property the Contractor shall obtain written permission from the property owner. Prior to commencement of any work involving excavation, demolition of facilities or the erection of posts, it will be the sole responsibility of the Contractor to notify all utilities of the planned work and request that the utilities suitably mark underground installations in the vicinity of the planned work, and arrange for disconnection of any necessary utilities. For any operations involving the purchase and/or drayage of materials, the Contractor will be required to submit lien waivers to the City prior to payment for the work. In addition, the Contractor may be required to submit payroll affidavits to the City attesting that the labor has been paid for work on the Project at the proper wage scale. These provisions do not apply to any materials, drayage or labor furnished or supplied by the City.

9. **Amendment; Waiver.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing signed by an authorized representative of the party against whom such provision as amended or modified or such waiver is sought to be enforced. Failure to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition.

10. **Choice of Law.** This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

11. **Headings.** The paragraph and section headings contained herein are for convenience only and are not intended to limit, vary, define or expand the content thereof.

12. **Severability.** The invalidity or unenforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

CONTRACTOR Technicote, Inc.

CITY OF BALLWIN

  
Name Mark Charpentier


\_\_\_\_\_  
City Administrator

5797 Westwood Dr  
Address

\_\_\_\_\_  
Attested

St Charles, Mo 63304  
City, State, Zip

\_\_\_\_\_  
Date

By: 

COUNTERSIGNED

Regina Robbins-Smith  
Project Manager  
Title



## TABULATION OF BIDS

Project: SHOWER PLUMBING RFP:26-03

Date: 12-19-2025 at 1:00 pm

VENDOR	Merlo Plumbing CB				
BID BOND					
BASE BID	\$63,712.00				
ALTERNATE #1					
ALTERNATE #2					
TOTAL GROSS COST					
TOTAL NET COST					

**MP MERLO  
PLUMBING CO., INC.**

11041 Gravois Industrial Court • St. Louis, Missouri 63128 • Phone: (314) 843-1000 • Fax: (314) 843-1800

**QUOTATION AND AGREEMENT**

City of Ballwin  
1 Ballwin Commons Circle  
Ballwin, MO. 63021

December 19, 2025  
  
Re: Locker Room Showers

Attn: John Hoffman  
Ph: (636) 227-8950  
Email: jhoffman@ballwin.mo.us

**We propose to furnish the labor & material to install the plumbing as follows:**

**Men's locker room**

6 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

**Women's locker room**

5 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

**Family locker room**

4 – Speakman S-1590-AF exposed anti-scald balanced pressure Showerpac systems.

These will be mounted on the block wall.  
Run the new hot & cold water pipes exposed on the block wall.  
Connect to the existing water pipes above the ceiling in the hallway.  
The existing shower valves will be disconnected & abandoned in place.  
Performance bond  
Plumbing permit

**Exclusions**

No premium pay. No sales tax. No permit fees. No toilet room accessories,  
No work on the plumbing fixtures. No work behind the block wall  
No wall cutting, patching or painting  
No bid bond. No pipe insulation  
No water line enclosures

**The amount of this proposal is.....\$63,712.00**

BY: \_\_\_\_\_

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

**MERLO PLUMBING CO., INC.**

BY:   
Gerald K. Sauder, Jr.

DATE: 12-19-25

*Merlo Plumbing Company thanks you for the opportunity to provide this proposal.  
If acceptable, please sign & return a copy to our office.  
This proposal is good for 30 days.*





Schilli Plastering Co., Inc  
13284 Corporate Exchange Dr  
Bridgeton, MO 63044  
Phone: 314-909-8877  
Fax: 314-909-8878  
[www.schilliplastering.com](http://www.schilliplastering.com)

## PROPOSAL AGREEMENT

Section 12, Item a.

Date: May 23, 2025  
Expires: June 22, 2025  
PROJECT TYPE: **Remodel Pool**

**Proposal Submitted To:** The Pointe at Ballwin Commons  
#1 Ballwin Commons Circle  
Ballwin MO 63021  
636-667-8667 [cconway@ballwin.mo.us](mailto:cconway@ballwin.mo.us)

### We hereby submit specifications and pricing for:

This Proposal Agreement will include Draining, surface prepping (50% due), and acid washing surface. These preparations steps are necessary to assure the proper bonding of old surface and the new finish.

After the preparation steps have been completed, we will proceed to apply the new finish, which will be applied in two coats. The first coat will be a scratch coat and the second coat will be the finish coat. The second coat will be applied about 3/8" to 5/8" and will be trowel finished.

With the **Pebble Quartz®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Fina®** finish, water filling will begin as soon as we have completed our work to assure proper curing of the new application.

With the **Pebble Tec®** finish, we will return the next day to acid wash prior to filling the pool.

With the **Pebble Crystal®** finish, we will return the next day to polish and acid wash prior to filling.

With the **Pebble Sheen®, Pebble Brilliance®, and Pebble Essence®** finish, we will buff the finish in addition to the acid wash.

**Start-up of pool not included, customer to maintain/monitor pool chemical balance for the first 28 days of the curing process.**

Your pool/spa will be added to the bottom of the schedule list and completed as soon as possible.  
The schedule will be followed as close as possible weather permitting.

Thank You.

WE PROPOSE to furnish materials and labor as described above for the sum of:

Please check box for finish selection \*\*\* If undecided on finish, deposit will be based on Pebble Sheen. \*\*\*

<input type="checkbox"/>	<b>Pebble Essence®:</b>	<b>\$ 175,797.80</b>	<b>All finish amounts include marker tile bands on benches, race lanes and targets. Bid includes acid washing the spa. Bid includes small tile repair on deck at end of lap pool portion.</b>
<input type="checkbox"/>	<b>Pebble Brilliance®:</b>	<b>\$ 173,457.80</b>	
<input type="checkbox"/>	<b>Pebble Sheen®:</b>	<b>\$ 144,675.80</b>	
<input type="checkbox"/>	<b>Pebble Tec®:</b>	<b>\$ 134,769.80</b>	
<input type="checkbox"/>	<b>Pebble Fina®:</b>	<b>\$ 129,699.80</b>	
<input type="checkbox"/>	<b>Pebble Crystal®:</b>	<b>\$ 123,147.80</b>	
<input type="checkbox"/>	<b>Pebble Quartz®:</b>	<b>\$ 129,387.80</b>	
<input type="checkbox"/>	<b>Undecided</b>	<b>\$ 144,675.80</b>	
<b><u>Required</u></b>			
<input type="checkbox"/>	<b>To install new caulk around playground.....</b>	<b>ADD</b>	<b>\$ 5,718.75</b>

### PAYMENT TO BE MADE AS FOLLOWS: (SEE CONDITIONS ON REVERSE SIDE)

20% Due upon signing - 60% Due at Starting - 20% Due upon completion

This Proposal Agreement will be withdrawn by us if not accepted  
by expiration date listed above.

Authorized Signature: *Tim Sanders*

**ACCEPTANCE OF PROPOSAL AGREEMENT** – The above prices and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified herein and as outlined in the Swimming Pool Remodel Packet (enclosed). Payment will be made as outlined above.

**All Property Owners Must Sign.**

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

**Date of Acceptance:** \_\_\_\_\_

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

**NOTE:** Failure of this contractor to pay those persons supplying materials or services to contract can result in the filing of a mechanics lien on the property which is the subject of this contract pursuant to Chapter 429, RSMO. To avoid this result you may ask this contractor This result you may ask this contractor for "Lien Waivers" from all persons supplying materials or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice.

Acceptance of this Agreement shall be acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other contract document. Any of the Buyer's terms and conditions, in addition to or different from this proposal, are objected to and shall have no effect. Buyer's agreement herewith shall be evidenced by Buyer's signature hereon or by permitting Schilli Plastering Co., Inc. and/or Sun Pool Services to commence work on the project.

- 1 Schilli Plastering Co., Inc. and/or Sun Pool Services; (hereinafter "Applicator") shall require a credit card number at the time of acceptance of this proposal. A deposit will be charged for 20% of the contract price, with 60% due at start, of project and 20% due upon completion. No provision of this agreement shall serve to void the seller's entitlement to payment for properly performed work on project.
- 2 If Buyer prefers to pay by check, a deposit of 20% of contract price must be received with the signed proposal, with 60% due at start of project and 20% due upon completion. If invoice is not paid in full upon completion a finance charge will be charged, and warranty will be void until paid.
- 3 No provision of this Proposal Agreement shall serve to void the contractor's entitlement to payment for work performed on the project. In the event that Conditions 1 and/or 2 are not met, Contractor is not responsible for commencing or completing the Project.
- 4 All payments that are not paid when due shall bear interest at the rate of 1-1/2% per month or the maximum legal rate permitted by law, whichever is less. All costs of collection, including reasonable attorney fees, shall be paid by Buyer.
- 5 Buyer is to prepare all work areas so as to be acceptable for the Contractor under this Proposal Agreement. Buyer will furnish all temporary site facilities including suitable storage space, electrical power and water, at no cost to the Contractor. Contractor will not be called upon to start work until sufficient areas are ready to insure continued work.

NOTE: 6 Contractor shall be given a reasonable time in which to make delivery of materials and/or labor to commence and complete the performance of the Proposal Agreement. Contractor shall not be responsible for delays or defaults by and causes of any kind and extend beyond its control, including but not limited to: delays caused by the Buyer, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and Acts of God, including rain delays.

- 7 Work called for herein is to be performed during the Contractor's regular working hours.  
All work performed outside of such hours shall be charged at rates or amounts agreed upon by both parties at the moment that overtime is approved.
- 8 Project is guaranteed against defects in workmanship for a period of 5 years from the date of installation. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The exclusive remedy shall be that the Contractor will replace or repair any part of their work which if found to be defective. Contractor will not be responsible for special, incidental, consequential damage to its work by other parties or for improper use of equipment by others. All warranties are null and void if payment is not made, in the full amount, as agreed upon in the Proposal Agreement.
- 9 No "back charges", or claim by the Buyer, regarding work in progress or Contractors failure to meet any requirement of this Proposal Agreement shall not be valid except by a written agreement by the Contractor. In such event, Buyer shall notify the Contractor of such default, in writing, and allow reasonable time to correct any deficiency before incurring any cost chargeable to the Contractor.
- 10 The Buyer shall make no demand for liquidated damages due to delays, or other conditions, in any sum in excess of such amount named in the Agreement Proposal and no liquidated damages may be assessed against Contractor for more than the amount paid by the Buyer and caused by Contractor.
- 11 Nothing in this Proposal Agreement shall serve to void Contractor's right to file a Lien or claim on its behalf in the event that payment terms are not met.
- 12 Contractor will provide Certificate of Insurance upon Buyer request.
- 13 Applicator will provide lien waivers upon "payment in full" at the request of Buyer.



**Date: 4-8-25**

**Attention: John Hoffman**

**Building: Ballwin Rec Center**

**Description: Install New Pool Boiler**

Dear John,

We propose to provide labor and materials to install one (1) New Lochinvar Pool Boiler in the 2nd floor Mechanical Room. Currently the pool is heated by the heat exchanger in the 1st floor mechanical room. This heat exchanger is not big enough to heat the pool efficiently when the make-up water is being added. We recommend installing this pool Boiler to properly heat this pool water whether the make-up water is being added or not.

**Our proposal includes:**

- Furnish/Install (1) Lochinvar Pool Boiler
  - Cupro-Nickel Heat Exchanger
  - Air & Water Pressure Switches
  - CPVC Water Connections
  - Direct Spark Ignition
  - Inlet & Outlet Water Sensors
  - Polymer Header w/Built in Bypass
  - Digital Display
  - 3-year limited warranty
- Furnish/Install Gas piping to new Boiler
- Furnish/Install CPVC piping to new Boiler
- Furnish/Install Power wiring to new Boiler
- Furnish/Install Flue piping to the roof for new Boiler
- Remove/Dispose of old materials properly
- Boiler permit/permit fees
- 1-year labor warranty
- Labor (normal working hours)
- Start-up and check operation

**Our proposal does not include:**

- Overtime, premium time, or shift work
- Parts or labor to make other repairs to HVAC units
- Temporary heating, cooling, or humidity control
- Code Violations or upgrades
- Removal or clean-up of asbestos or any other known pollutants
- Any Roof repair for flue installation
- Water Balancing
- Any Pool chemical

**We will complete the above scope of work for a budget price of \$33,730.**

**Please note that there is a 2-3 week lead time on this equipment.**

**This bid is in effect for thirty (30) days from the date of this proposal.**

Thank you for the opportunity to bid on this repair. If you have any questions or require additional information, please contact me at (314) 486-1267.

Sincerely,  
Shaun Buck  
Account Manager

**Approved by: \_\_\_\_\_ Date: \_\_\_\_\_**



## Project Proposal

### Overview

Proposal Name	City of Ballwin - The Pointe
Client Name	Parks & Recreation/Chris Conway
Client Phone	636-207-2338
Client Address	1 Ballwin Commons Circle Ballwin, MO 63021

### Veregy Contact

Proposer	Josh Pottebaum
Proposer Email	<a href="mailto:jpottebaum@veregy.com">jpottebaum@veregy.com</a>

### Description of Scope

This proposal is based on the information provided in the following documents:

Drawings	N/A
Specifications	N/A
Addendums:	N/A
Summary	Replace a total of seven (x7) existing IO modules on both Jaces. Replace eight (x8) existing Dectron Duct temperature sensors. Replace three (x3) existing well temperature sensors. Replace existing hot water differential pressure transmitter. Replace three (x3) VAV controllers. Integrate Water Furnace Controller into BAS

### Base Bid and Acceptance

Base Bid \$	31,842.25
Proposal Date	6/18/2025
Accepted By:	
Name	_____
Signature	_____
Date Accepted	_____
PO#	_____

## Scope of Services

Replacement Parts			
Replace a total of seven (x7) existing IO modules on both Jaces. Replace eight (x8) existing Dectron Duct temperature sensors. Replace three (x3) existing well temperature sensors. Replace existing hot water differential pressure transmitter. Replace three (x3) VAV controllers.			
Labor Description			
Integrate Water Furnace heat pump controller graphics onto BAS.			
Additional Labor			
Installation			
Exclusions and Clarifications			
Proposal is valid for the 2026 project Credit cards will be charged an additional 5% above bid price Control valve bodies and installation are excluded unless specifically defined herein			
Alternates			
Accepted	Description	Add	Deduct
	None	\$0	\$0



## Standard Terms and Conditions

1. **TAXES:** CUSTOMER agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If CUSTOMER claims any such taxes do not apply to transactions covered by this Agreement, CUSTOMER shall provide VEREGY with a tax exemption certificate acceptable to the applicable taxing authorities.

### 2. PROPRIETARY INFORMATION:

2.1 All proprietary information (as defined herein) obtained by CUSTOMER from VEREGY in connection with this Agreement shall remain the property of VEREGY, and CUSTOMER shall not divulge such information to any third party without prior written consent of VEREGY. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to CUSTOMER hereunder which VEREGY deems proprietary or confidential and characterizes as proprietary at the time of disclosure to CUSTOMER by marking or labeling the same "Proprietary", "Confidential", or "Sensitive". The CUSTOMER shall incur no obligations hereunder with respect to proprietary information which: (a) was in the CUSTOMER'S possession or was known to the CUSTOMER prior to its receipt from VEREGY; (b) is independently developed by the CUSTOMER without the utilization of such confidential information of VEREGY; (c) is or becomes public knowledge through no fault of the CUSTOMER; (d) is or becomes available to the CUSTOMER from a source other than VEREGY; (e) is or becomes available on an unrestricted basis to a third party from VEREGY or from someone acting under its control; (f) is received by CUSTOMER after notification to VEREGY that the CUSTOMER will not accept any further information.

2.2 CUSTOMER agrees that VEREGY may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as VEREGY submits any such document or statement to CUSTOMER for its approval, which shall not be unreasonably withheld.

### 3. INSURANCE OBLIGATIONS:

3.1 VEREGY shall maintain Commercial General and Automobile Liability Insurance applicable to the Services for not less than the following limits of liability:  
Commercial General Liability – Combined Single Limit: \$1,000,000 Each Occurrence / \$2,000,000 Product & Completed Operations Aggregate, Commercial Automobile Liability – Combined Single Limit: \$1,000,000 Each Occurrence  
Workers' Compensation – Statutory

3.2 CUSTOMER shall be responsible for maintaining its own liability and property insurance.

### 4. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS:

4.1 In areas in which VEREGY will be performing its Services, there are no conditions or circumstances subject to special precautions or equipment required by federal, state or local health or safety regulations or unsafe working conditions. CUSTOMER shall notify VEREGY of any changes in conditions or regulations that occur during the course of this Agreement that affect the foregoing representations and warranties, including without limitation discovery of Hazardous Substances or Mold at a Site.

4.2 CUSTOMER acknowledges that the operation of the Covered Equipment may control or affect temperature, humidity, and ventilation at the Site, which may adversely affect accumulation, concentration, growth or dispersion of Hazardous Substances or Mold, whether or not there are defects in the Covered Equipment or the Services. CUSTOMER agrees that VEREGY is responsible for maintaining the Covered Equipment in a good working order in accordance with manufacturer's specifications and recommendations, but VEREGY is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by CUSTOMER, are appropriate for CUSTOMER and the Site except as specifically provided in an attached Work Scope Document. VEREGY shall not be responsible for any adverse effects of temperature, humidity and ventilation conditions created by the Covered Equipment.

### 5. WARRANTY AND LIMITATION OF LIABILITY:

5.1 VEREGY will replace or repair any product VEREGY provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from CUSTOMER negligence, or from fire, lightning, water damage, or any other cause beyond the control of VEREGY. This warranty applies to all products VEREGY provides under this Agreement, whether or not manufactured by VEREGY. The warranty is effective as of the date of CUSTOMER acceptance of the product or the date CUSTOMER begins beneficial use of the product.

5.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND VEREGY EXPRESSLY DISCLAIMS, AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER.

6. **INDEMNITY:** VEREGY agrees to indemnify and hold CUSTOMER and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under VEREGY' negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) CUSTOMER gives VEREGY immediate notice in writing of any such claims and permits VEREGY, through counsel of its choice and VEREGY' sole cost and expense, to answer the claims and defend any related suit and (ii) CUSTOMER gives VEREGY all needed information, assistance and authority, at VEREGY' expense, to enable VEREGY to defend such suit. VEREGY shall not be responsible for any settlement without its written consent. VEREGY shall not be liable for loss or damage caused by the negligence of CUSTOMER or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, CUSTOMER agrees that VEREGY will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.



7. **LIMITATION OF LIABILITY:** IN NO EVENT SHALL VEREGY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OR SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS OR ACTIVITIES, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF ANY DATA, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER. IN NO EVENT WILL VEREGY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO VEREGY BY CUSTOMER HEREUNDER FOR THE THEN\_CURRENT YEAR.

8. **EXCUSABLE DELAYS:** VEREGY shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond VEREGY's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties or any other cause beyond the control of VEREGY, any repairs or replacement shall be paid for by CUSTOMER. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and VEREGY shall be entitled to recover from CUSTOMER its reasonable costs, overhead, and profit arising from such delay.

9. **OUT OF SCOPE SERVICE:** If CUSTOMER requests, and VEREGY agrees, to correct any problems or issues not covered by this Agreement, CUSTOMER will pay VEREGY for all such work performed at VEREGY's then-current standard time and materials charges. Such amount shall be due and payable within twenty (20) days of the applicable VEREGY invoice date.

10. **SOFTWARE LICENSE:** All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. CUSTOMER shall be expected to grant VEREGY access to the end user for purposes of obtaining the necessary software license.

11. **DISPUTE RESOLUTION:** With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between VEREGY and CUSTOMER arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

12. **ACCEPTANCE:** This proposal and the pages attached shall become an Agreement only upon signature below by VEREGY and CUSTOMER. The terms and conditions are expressly limited to the provisions hereof, including VEREGY's Standard Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, VEREGY of any purchase order, specification, or other document issued by CUSTOMER. Any additional or different terms set forth or referenced in CUSTOMER'S purchase order are hereby objected to by VEREGY and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

13. **MISCELLANEOUS:**

13.1 This Agreement represents the entire Agreement between CUSTOMER and VEREGY for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

13.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by CUSTOMER that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

13.3 This Agreement shall be governed by the law of the State where the work is to be performed.

13.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon VEREGY and CUSTOMER, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

13.5 CUSTOMER may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of VEREGY. VEREGY may assign its right to receive payment to a third party.



# LANDMARK AQUATIC

Section 12, Item a.

TO: Chris Conway

December 22, 2025

RE: City of Ballwin APU Pool Renovation

Buy Board #: 701-23

Landmark Aquatic is pleased to provide this proposal for the labor and materials to replace the Aquatic Play Unit (APU) at The Pointe, for the City of Ballwin, MO. This memo is based upon the existing conditions, conversations had with staff, knowledge of the existing aquatic center, and below APU concept. According to this information, our proposal is as follows and will include the following:

## Concept



## Scope Inclusions

- ✓ Replacement of the Aquatic Play Unit **\$306,000.00**
  - Remove existing APU, safety slide pad and dispose of all
  - Install new APU
  - Provide needed plumbing connections and valves as required
  - Freight and mobilization of equipment
  - Provide equipment submittals, start-up of APU, operations and maintenance manuals, and owner training

## Scope Exclusions

- ✓ Performance and payment bond
- ✓ Surface repairs to the pool plaster
- ✓ Drain and refilling the swimming pool

We look forward to partnering with your team and we are certain we would add value to the project.

Thank You,

Chris DePaul  
Director of Renovation

## **Staff Report**

**Subject:** The Pointe at Ballwin Commons Fitness Center Flooring

**Department/Program:** Parks and Recreation

**Explanation:**

The City has budgeted \$85,000 for the replacement of the fitness center flooring, which was last updated in 2014. The existing carpet squares have reached the end of their functional lifespan and have proven to be an unsuitable material for a high-use exercise environment. Because the current thin fabric squares lack the durability for athletic activity, transitioning to a rolled rubber product is highly recommended.

A rolled rubber floor provides a dynamic surface that offers shock absorption, which is critical for protecting users from knee and other joint injuries. Beyond safety, this material is specifically designed for a fitness center, offering greater durability and longevity than traditional carpet. From a maintenance perspective, rolled rubber ensures the facility is easier to clean, more resistant to stains and odors, and maintains a modern, professional appearance for years to come.

Attached is the Omnia Partners purchasing cooperative proposal to remove the existing flooring, prepare the surface, and install the preferred flooring. The proposal is \$322 over budget due to unforeseen union wage increases.

**Recommendation:**

Approve Omnia Partners proposal for Advanced Exercise to perform the proposed work for \$85,322.11.

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

**Date:** January 12, 2026



*Prepared for*  
**Ballwin Parks and Recreation**

*by*

**Lisa Miceli**

November 11, 2025






**Proposal # 088664-R7**
**Wellness Flooring:**

Lisa Miceli  
 lmiceli@advancedexercise.com  
 Phone: 3147618701  
 Fax: na

Date: November 11, 2025

Quote Expires: 30 day(s)



**Proposal # 088664-R7**
**Bill to:**

**Ballwin Parks and Recreation**  
 14811 Manchester Road  
 Ballwin, MO 63011  
 Matt Struemp  
 mstruemp@ballwin.mo.us

**Ship to:**


**Ballwin Parks and Recreation**  
 14811 Manchester Road  
 Ballwin, 63011

**SPORTS FLOORING**

Model	Brand	Description	Unit Price	Qty	Total Extended
TRD-000002	Ecore Athletic	<b>E-Grip III Adhesive 4 Gallon Pail</b>	<b>249.50</b>	22	\$5,489.00
					
TRD-000067	Ecore Athletic	<b>Ecore All Purpose Cleaner (E-Cleaner)</b>	<b>40.90</b>	1	\$40.90
					
FLOOR	Wellness Flooring	<b>labor increase after May 1st 2026</b>	<b>2,656.25</b>	1	\$2,656.25
FLOOR	Wellness Flooring	<b>Add to Base Bid to supply 5000 LB Lift and 1-30 yard dumpster.</b>	<b>2,942.50</b>	1	\$2,942.50
FLOOR	Wellness Flooring	<b>Add to Base bid to supply new base around track area. 720 In ft</b>	<b>2,603.75</b>	1	\$2,603.75



**Proposal # 088664-R7**

LMNT-000439	Ecore Athletic	<b>Motivate Performance Rolled Rubber Rolled Rubber Raiders 7.5mm</b>	<ul style="list-style-type: none"><li>• 7.5 mm total thickness and 48 in wide rolls</li><li>• 2.5 mm vulcanized composition rubber surface layer</li><li>• 5 mm shock absorbing base layer</li></ul>	<b>4.70</b>	6,300	\$29,610.00
						

SERVICES & FEES						
Model	Brand	Description	Unit Price	Qty	Total Extended	
MISC	Advanced Exercise	<b>Existing Flooring Demo and Prep</b>	<b>7,831.33</b>	1	\$7,831.33	
MISC	Advanced Exercise	<b>Moving Fitness Equipment in Stages during Flooring Installation</b>	<b>8,750.00</b>	1	\$8,750.00	



**Proposal # 088664-R7**

**Comments:**

**Subtotal: \$59,923.73**

Omnia / NCPA contract 08-28

Equipment Move and Re-Installation - Not to exceed 10K, but will be final invoiced based on hours spent on site moving equipment to complete the flooring installation.

**Flooring Install: 20,731.71**

**Flooring Freight: 4,666.67**

Bid based on the installation of the following materials. Rolled Rubber.

VB Base material and labor included

Exclusions Unless Otherwise Noted Above

**Taxes As Applicable**

**Total: \$85,322.11**

6300 sq ft removal of existing flooring material

Per the estimate above, I hereby authorize Gentry Flooring to proceed:

Underlayments/Cement Board Removal or Mitigation of Curing Compounds & Sealers

Company Proposal

This proposal is subject to written acceptance within 30 days of its date. Terms are Net 30 days. Unless noted above:

Proposal

includes minor prep work only. Trash removed by others.

Adequate dock facilities and elevators to be available. All work to be

performed Monday- Friday between the hours of 7:00 am - 3:30 pm.

Any questions

please call: Steve@gentryflooring.com Steve Saunders

Mobile: 314-960-5233

Demo Of Existing Floor Covering Major Floor Prep, Patching, Sanding or Leveling Of Floors

All Work Shall be done M-F 7am to 3:30pm

Moving Equipment assumes moving all of the cardio and strength moved by Certified Fitness Professionals. If only a portion is moved by us we will reduce final invoice based on man hours.



Proposal # 088664-R7

**Wellness Flooring Terms & Conditions**

**Terms:** All new customers are required to pay 50% deposit on materials, with balance due prior to installation or receipt of materials, unless otherwise agreed upon. For projects with longer installation schedules, progress payments can be set up with an agreed upon materials forecast and timeline. All other requests for special terms are subject to credit approval. Invoices will be due and payable on the original installation date, unless we are notified in writing a minimum of 60 days prior to the requested date with the change request. We accept checks, money orders, ACH and credit cards (under \$2000). A late payment fee will be assessed at a rate of 1.5% (18% annual) per month on any unpaid balance remaining 30 days after the due date. **Special Orders:** A 100% prepayment is required for all customized products including but not limited to custom colors and flooring with logos.

**Exclusions:**

- All pricing based on substrates ready to accept finishes: clean, smooth & flat.
- The building space's ambient temperature and slab/floor temperature must meet all of flooring manufacturer's requirements for installation.
- Any necessary floor prep charges will be determined once the substrate is fully exposed after demo and will be quoted and billed on a time and material basis.
- Floor prep, epoxy grout, sealing of stone/tile/grout, waxing/sealing of VCT, phasing, demo of existing flooring, asbestos removal, final clean, vacuuming & overtime.
- Overtime is defined as hours beyond 7am to 5pm (Monday – Friday) and holidays.
- All flooring protection and lighting access to be provided by General Contractor.
- Extra work requested in the field requires a signed change order by authorized personnel prior to commencement.
- Moisture/vapor emission testing is not included in this estimate but can be provided for an additional cost.
- Excludes moving of furniture and/or equipment, touch up of painting and material hoisting.

**Return Policy:** Any returns require pre-approval in writing by Wellness Flooring. A minimum 25% restocking fee, plus return freight, will be incurred for all non-custom products returned in original condition. Customized products are nonreturnable and nonrefundable.

**Storage:** We reserve the right to assess storage fees not to exceed 1.5% per month, or fraction thereof and request payment in full on the related customer's invoice, when a customer's original requested delivery date is delayed by circumstances beyond our control.

**Taxes:** We collect sales or use taxes only in jurisdictions where we are licensed to do so. Customer agrees to accept sole liability and responsibility to pay for any and all uncollected sales or use tax liabilities, related penalties and interest that arise as a result of the purchase of products and/or services from our company.

**Security:** Until all products are paid in full, customer hereby grants to, and Wellness Flooring shall retain, a security interest in and lien on all products sold to the customer.

I accept the terms and conditions of this quote, including provisions, exclusions and qualifications.

**Signature:**

**Name:** \_\_\_\_\_  
Matt Struemp

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

# Performance Motivate Plus

## Fitness Surfacing

Tailored for light strength and conditioning, this 10.5mm surface combines 2.5mm VCR surface layer with a 8mm VCR base layer. The result: a balanced distribution of force reduction and energy restitution, designed for the shift in fitness from equipment to more functional training.

BUILT ON  
**itsTRU**<sup>®</sup>  
TECHNOLOGY

### Product Attributes

- 2.5mm Vulcanized Composition Rubber (VCR) Surface Layer  
Provides excellent durability and slip resistance
- 8mm Factory-Fusion Bonded VCR Motivate Base Layer  
Upcycled VCR provides ergonomic support to the athlete

### Nominal Dimensions

Available as a standard in rolls. Talk to your local sales rep to determine availability, pricing, minimums, and lead times. See the Tech Manual and Guide Specs for installation instructions and product specifications.



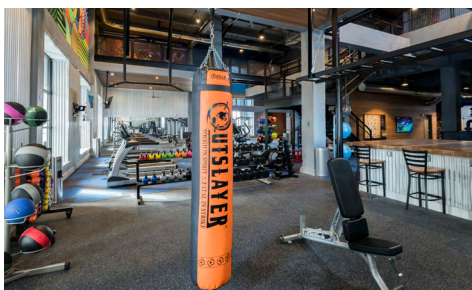
10.5mm (2.5mm + 8mm) x 48 (1.22m)

### Applications

- Functional Training
- Free Weights
- Cardio
- Selectorized Strength
- Therapy / Rehab
- Childcare / Playzones

### Benefits

- Durable
- Sustainable
- Easy to maintain
- Slip-resistant



**NRG**

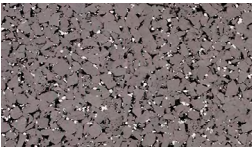
Force Reduction: 23.9%  
Absorption of impact energy

Energy Restitution: 59.4%  
Useful return of impact energy

Typical Deltac Field Tester Results



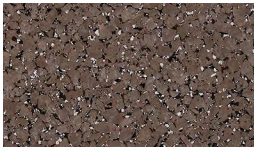
Color Swatches



Medium Gray ES504



Charcoal ES505



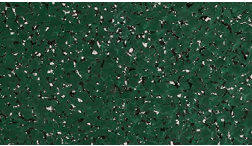
Dark Taupe ES506



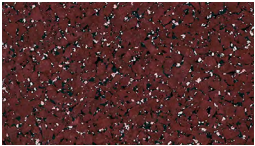
Warm Gray ES507



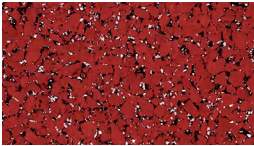
Navy ES508



Green ES509



Maroon ES510



Red ES511



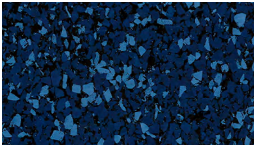
Steel Appeal 2 ES15A



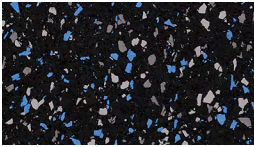
Dark Gray ES502



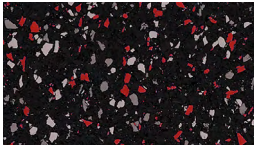
Mocha Latte 2 ES43A



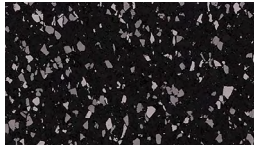
Blue ES500



Blue Jays ES103



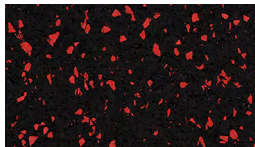
Cardinals ES104



Raiders ES503



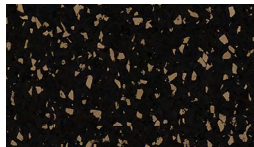
Buff Blue 20 ES45



Rippin Red 20 ES47



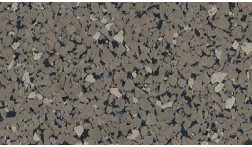
Grippin Gray 20 ES46



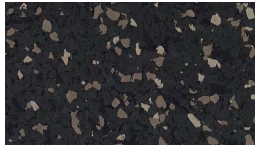
Whey Protein 2 ES97A



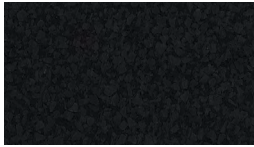
Rustic Edge ES512



Raw Titanium ES513



Forged Steel ES514



Urban Slate ES515



Jet Black ES00

Technical Details

Performance Criteria	Test Standard	Typical Results
Recovery after Static Load	ASTM F970	0.004
Coefficient of Friction	ASTM D2047	>0.8
FloorScore	CA 01350	Certified
Abrasion Resistance	ASTM D3389	Pass
Flammability- Pill Test	ASTM D2859	Pass
Impact Insulation Class (IIC)*	ASTM E492	59
Delta IIC*	ASTM E2179	26

\*Tested on a 6 concrete slab with no ceiling.