



**AGENDA**

- 1. **Call to Order**
- 2. **Roll Call**
- 3. **Pledge of Allegiance**
- 4. **Approval of Minutes**
  - a. Minutes of the September 11, 2023 Board of Aldermen Meeting
- 5. **Citizen Comments**
- 6. **Legislation**
  - a. Bill 4175 – Daylighting Drainage Devices
- 7. **Mayor’s Report**
- 8. **City Administrator’s Report**
  - a. Claymont Sidewalks
  - b. Stop Signs on Westrun Drive
- 9. **City Attorney’s Report**
- 10. **Staff Reports**
  - a. Parks & Recreation – Golf Course Cart Path Overlay
- 11. **Aldermanic Comments**
- 12. **Closed Session**
- 13. **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**

SEPTEMBER 11, 2023

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

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

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

**ROLL CALL**

Present

Absent

- Mayor Tim Pogue
- Alderman Mike Utt
- Alderman Michael Finley
- Alderman Kevin M. Roach via videochat
- Alderman Mark Stallmann
- Alderman Frank Fleming
- Alderman Mark Weaver
- Alderman Ross Bullington
- Alderman David Siegel
- City Administrator Eric Sterman
- City Attorney Robert Jones

The Pledge of Allegiance was recited. A moment of silence was held for all 9/11 victims.

**MINUTES**

The minutes from the August 14, 2023 Board of Aldermen meeting were submitted for approval. A motion to approve the minutes as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. The minutes were approved unanimously.

The minutes from the August 14, 2023 Board of Aldermen Closed Session meeting were submitted for approval. A motion to approve as submitted was made by Alderman Frank Fleming and seconded by Alderman Michael Finley. The minutes were approved unanimously.



**BOARD OF ALDERMEN  
Meeting Minutes**

SEPTEMBER 11, 2023

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

**CITIZEN COMMENTS**

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None.

**EMPLOYEE RECOGNITION**

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Ballwin Police Chief Doug Schaeffler officially recognized Officer Michael Burgoyne and promoted him to Sergeant.

**LEGISLATION**

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**Bill 4174 - AN ORDINANCE AMENDING THE SETBACK DIMENSIONS FOR DYNAMIC SIGNS IN THE CITY OF BALLWIN.**

This ordinance creates laws for dynamic (moving) lit display signs at churches, schools, and non-profit organizations in residential areas. It lowers the minimum amount of feet needed between the sign and residences from 250 feet to 85 feet.

A motion was made by Alderman Frank Fleming and seconded by Alderman Ross Bullington for a first reading of Bill 4174, title only. The motion was approved unanimously and Alderman Frank Fleming read the bill, title only.

*Discussion:*

The Board of Aldermen discussed turning off dynamic signs from 9 p.m. to 6 a.m. There was discussion on whether there should be a static message allowed between those hours or whether the signs should be completely off.

Alderman Ross Bullington invited Mike Anselmo, Principal of Selvidge Middle to discuss whether this would be possible with the sort of signs they're looking to purchase. Anselmo confirmed it was possible.

Alderman David Siegel was concerned about neighbors near Woerther Elementary and whether it would be better to have the signs shut off.

Alderman Mark Stallmann echoed the same concerns, and made a motion for an amendment for dynamic signs to be off from 9 p.m. to 6 a.m. Alderman David Siegel seconded the motion. A roll call vote was taken, with Aldermen Fleming, Weaver, Finley and Bullington voting no to the amendment with Aldermen Roach, Siegel, Stallmann, and Utt voting yes, along with Mayor Pogue casting the tie-breaking yes vote. That amendment passed.

City Attorney Bob Jones then discussed the language of the bill and how they wanted the amendment worded. Alderman Mike Utt called for another vote, because he believed the amendment was regarding keeping the signs on a static image overnight, not completely turning them off. Alderman Mark Stallmann called for another vote on an amendment with the language that signs "may not be illuminated between the hours of 9 p.m. and 6



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a.m.”. Alderman David Siegel seconded the motion. A roll call vote was taken, with Aldermen Bullington, Finley, Utt, Weaver and Fleming voting no, and Aldermen Stallmann, Siegel, and Roach voting yes. The amendment failed so the original language in the bill stood.

A motion was made by Alderman Ross Bullington and seconded by Alderman Mike Utt for a second reading of Bill 4174, title only. The motion passed unanimously and Alderman Bullington read the bill, title only.

A roll call vote was taken for passage and approval of Bill 4174. Aldermen Roach and Siegel voted no, while Aldermen Utt, Finley, Stallmann, Fleming, Weaver and Bullington voting yes.

Bill No. 4174 was approved and became Ordinance No. 23-20.

## **CONSENT ITEMS**

### **Administration – Liquor Licenses for Little Hi, Witches Night Out and Stuttgart Sister Cities**

The liquor license for Little Hi is the same as approved in October 2022, just under a different managing officer. The West County Chamber of Commerce is applying for a liquor license for their event “Witches Night Out” on October 21, 2023. Stuttgart Sister Cities is applying for a liquor license to serve alcohol at their fundraiser on September 25th in Vlasis Park.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt for approval of staff’s recommendation. A roll call vote was taken for approval. Staff’s recommendation was approved unanimously.

## **MAYOR’S REPORT**

Mayor Tim Pogue announced the recommendations for the Parks and Recreation Citizen Advisory Committee as follows:

### **Parks and Recreation Citizen Advisory Committee**

#### **3 year term**

Jimmy Terbrock Ward 1

Megan Gibson Ward 2

Elizabeth Davis Ward 3

Sandi Grassi Ward 4

#### **2 year term**

Pam Haug Ward 2

Sam Biver Ward 3



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**1 year term**

- Sue Pyles Ward 1
- Susan Harris Ward 4

Alderman Mark Stallmann made a motion to approve, with Alderman Ross Bullington seconding that motion. The appointments were approved unanimously, with Alderman Kevin Roach abstaining.

Mayor Tim Pogue made a recommendation of Pat McDermott to serve on the Parks & Recreation Citizen Advisory Committee, representing the Ballwin Days Committee. Alderman Mark Stallmann made a motion to approve, with Alderman David Siegel seconding that motion. That appointment was approved unanimously.

Mayor Tim Pogue made a recommendation to the Planning and Zoning Commission as follows:

- Ward 2: Bill Hinds replacing Chald Silker
- Ward 3: Zach Carter replacing Mark Weaver.

Alderman Mike Utt made a motion to approve the appointments, with Alderman Frank Fleming seconding that motion. The appointments were approved unanimously.

**CITY ADMINISTRATOR’S REPORT**

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City Administrator Eric Sterman made a note that it was City Finance Officer Denise Keller’s birthday that day. The Board of Aldermen sang Happy Birthday to her.

City Administrator Sterman brought up possibly addressing vape and smoke paraphernalia shops opening up around town. He asked the Board whether they were interested in addressing it through the zoning code, because right now those kinds of shops do not require an SUE. He noted the City could make it a conditional use permit, which gives the City the right to review the application. The other option would be to only allow those businesses in certain zoning districts, which would require legislation. City Administrator Sterman noted he has been asked about it, and wanted to see if the Board had any interest in pursuing legislation. Alderman Kevin Roach noted the SUE is a normal process that restaurants have to go through as well. Alderman Frank Fleming mentioned an article in STLToday about a woman killed after a car accident on Clarkson who had purchased a vape and modified it. He noted he was willing to have staff take a look at the issue.

A draft bill will be brought back to the Board at a future meeting.



## BOARD OF ALDERMEN Meeting Minutes

SEPTEMBER 11, 2023

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

### CITY ATTORNEY'S REPORT

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#### Daylighting Drain Pipes Ordinance

City Attorney Bob Jones brought up a draft bill regarding daylighting drain pipes (where stormwater runoff is released) in the City's right of way. Currently, there is no ordinance prohibiting it. It would declare those properties to be a nuisance if they daylight in the City's right of way.

Alderman Frank Fleming brought up City Code stating that daylighting needed to occur 12 inches from a neighbor's property line, noting he has heard disputes between residents. He directed the City Attorney to look into that issue as well.

City Attorney Bob Jones noted that anything we have to do regarding that would have to take the neighbor dispute ordinance into account. Alderman Mark Stallmann noted he'd also had complaints from residents regarding neighbors daylighting onto their property as well.

### STAFF REPORTS

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#### Parks & Recreation – Golf Now

Staff recommends approving a contract with GolfNow to help free up unused/no show tee times at the Ballwin Golf Course. This would also increase the potential for revenue as more golfers will be able to see the course on the popular app.

Parks & Recreation Director Chris Conway noted he was bringing back this staff report for a 1-year contract with GolfNow to get rid of no-shows and utilize revenue streams at the golf course. The Board of Alderman discussed how much time there was to cancel in advance, with staff stating it's up to their discretion but will most likely be 4 hours. Parks & Recreation Director Conway noted the City is not passing along credit card fees to those who are booking tee times.

Alderman Frank Fleming questioned when no shows would be charged. Golf Course Manager Alex Graf noted they will wait until the end of the day to collect no shows, then charge them the next day. He also noted staff would have the discretion to not charge some no shows if there was legitimate reasons or if there were extenuating circumstances.

Alderman Mark Weaver asked about fees for the app. Parks & Recreation Director Chris Conway noted the charges will be the non-resident rate of \$17. Alderman Weaver then asked about call-in bookings, and Conway noted they would accept call-ins on the day of only, or possibly allow residents to reserve tee times for the year, but staff has discretion to make changes and amendments to policies if they're not working.



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Alderman Kevin Roach noted that on the platform, the only out is for 30 days prior to the 1-year renewal period. The 30-day out is for the payment portion of GolfNow. Parks & Recreation Director Chris Conway noted that was correct.

Alderman David Siegel noted he spoke with several people who currently use the GolfNow app, and he said they were shocked Ballwin’s Golf Course wasn’t on the app already. He also noted that everyone that uses that app is under the assumption they will be charged.

City Administrator Eric Sterman noted the City always has the option to use the product as a booking platform, but the City has the discretion to adjust the time, whether we charge, etc.

Alderman Ross Bullington made a motion to approve staff’s recommendation with a second from Alderman David Siegel. A vote was taken and Alderman Frank Fleming was the only Alderman to vote no. Staff’s recommendation was approved.

**ALDERMANIC COMMENTS**

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Alderman Michael Finley asked Alderman Kevin Roach if he wanted to expand on his decision to not vote in favor of the Parks & Recreation Citizen Advisory Committee candidates.

Alderman Kevin Roach said not at this time.

Alderman Mark Stallmann thanked everyone who applied for the committee.

**ADJOURN**

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A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley to move to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 7:42 p.m.

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

ATTEST:

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



Bill No. 4175

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

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

AN ORDINANCE PROHIBITING DRAINAGE DEVICES OR PIPES THAT DAYLIGHT IN THE PUBLIC RIGHT-OF-WAY AND DECLARING THE SAME TO BE A NUISANCE.

WHEREAS, the Board of Aldermen has determined that it is in the interest of public safety to prohibit drainage devices or pipes that daylight in the public right-of-way and to declare the same to be a nuisance.

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

Section 1: Section 24-3 of the Code of Ordinances of the City of Ballwin shall be amended by adding a new Subsection (c) thereto, as follows:

**Sec. 24-3. Obstructions in streets and street rights-of-way.**

(c) No person, firm or corporation shall install or maintain a drainage device or pipe that daylights in the public right-of-way.

Section 2: The first of paragraph of Sec. 29-1(a) shall be repealed and replaced with the following:

**Sec. 29-1. Weeds, drainage devices and debris to be removed.**

(a) Any parcel or contiguous parcels of land outside of an enclosed building, or areas visible within a carport, gazebo, porch or other structure (the interior of which is visible from the outside) shall be declared a public nuisance if it has the presence of, vegetation cuttings, dead vegetation, cut and/or fallen trees and shrubs, overgrown vegetation, invasive plants and noxious weeds which are six inches or more in height; refuse; lumber or other construction materials not piled or stacked 12 inches off the ground; broken concrete, rocks or bricks; metal; parts of vehicles or machinery; construction machinery or equipment; broken, non-useable or non-functional furniture, appliances and equipment; any flammable material which may endanger public safety, drainage devices or pipes that daylight in the public right-of-way (or within ten (10) feet thereof unless the discharge can safely be absorbed or directed away from sidewalks and public streets) or any other material which endangers public health and safety. The storage of such materials within a building such as a carport, gazebo, porch or other structure where the interior of which is visible from the outside, in a manner that such materials remain visible from surrounding properties and rights-of-way may be allowed if such materials are screened 100 percent from view from surrounding properties and rights-of-way. Such screening shall not include tarpaulins or similar temporary flexible coverings, shall be permanent in nature, structurally sound and erected in accordance with all regulations of the City of Ballwin.





Section 6, Item a.

Bill No. \_\_\_\_\_

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

Section 3: This ordinance shall be in full force and effect from after the date of its passage and approval and shall remain in effect until amended or repealed by the Board of Aldermen.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

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



## Staff Report

**RE:** Golf Course Cart Path Overlay

**Department/Program:** Parks and Recreation

**Explanation:**

The 2023 budget includes \$20,000 to have as much asphalt cart path overlaid as possible. RFPs were solicited and two proposals were received. Most asphalt companies were not interested in submitting a bid for such a small amount. They said mobilizing for a project of this size was not worth their time.

**Recommendation:**

Award contract to overlay 525 linear feet of asphalt cart paths to Ford Asphalt Company in the amount of \$19,750.

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

**Date:** September 25, 2023



September 13, 2023

Attn: Chris Root  
**City Of Ballwin Golf Course**  
333 Holloway Rd  
Ballwin , MO 63011

**Project Name**

Cart Path Overlay  
333 Holloway Rd  
Ballwin, MO 63011

Thank you for the opportunity to provide you with the following proposal.

**Overlay**

1. The area(s) under consideration for a new asphalt surface comprises approx. 525 linear feet of cart paths.
2. Clean loose material and vegetation from area to be paved and prime with SS-1 primer.
3. Level low and depressed areas by installing a variable depth asphalt wedge course.
4. Overlay area with approximately 2 inches of hot surface mix asphalt, blending and tapering where necessary. Roll asphalt to proper compaction with steel drum vibratory roller. **Work to be completed in 1 weekday trip(s) during normal business hours.**
5. All areas will be barricaded before, during and after this project.
6. **Please Note: Water ponding is likely in areas where there is insufficient drainage or designed / existing slopes are less than 2%. This ponding is NOT covered under any warranty.**

Total Price for this item: \$19,750.00



# Price Breakdown: Cart Path Overlay

Please find the following breakdown of all services we have provided in this proposal. This proposal originated on September, 13, 2023.

Item	Description	Cost
1	Overlay	\$19,750.00
<b>Total</b>		<b>\$19,750.00</b>

## Authorization to Proceed & Contract

Acceptance of Proposal -- Signatory warrants that he/she is either the Owner, or Owners authorized agent. Proposal subject to additional terms and conditions listed below.

Note: Due to the volatility in the oil market, prices are subject to change, even after acceptance of this proposal. Prices will NOT be changed without notice to the customer.

## Acceptance

We agree to pay the total sum or balance in full 30 days after the completion of work.

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

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Chris Root  
 City Of Ballwin Golf Course  
 333 Holloway Rd  
 Ballwin, MO, 63011  
[croot@ballwin.mo.us](mailto:croot@ballwin.mo.us)  
 C: 314-607-8202

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Brad Fritsche | Vice President  
 Ford Asphalt Company  
 13164 Taussig Ave  
 Bridgeton, MO, 63044  
[bfritsche@fordasphalt.com](mailto:bfritsche@fordasphalt.com)  
 C: 314-443-8133  
 P: 314-291-2600  
<http://www.fordasphalt.com>



## Additional Info: Cart Path Overlay

### Contract Terms & Conditions

1. **ACCEPTANCE:** This proposal must be signed and returned before any field work can commence and it expires 30 days from the date hereof and may be accepted at any later date at the sole option of Ford Asphalt Co., Inc. Upon receipt it is understood the foregoing, including the terms, conditions and notices set forth below, will constitute the full and complete agreement between us.
2. **Prices:** This proposal is based on labor, material and equipment on the date hereof, and is subject to changes in price in labor and/or material incurred or occurring after the proposal valid date and prior to contract execution.
3. **Terms:** Net 30 days after date of invoice. A late payment charge of 1.5% per month (18%) annually will be added on any overdue amount past 30 days. Owner agrees to pay the finance charge on any outstanding balance, and all reasonable attorneys fees, and other costs and expenses incurred in any suit or other legal action to enforce the terms of this contract. No more than 10% of the contract price may be withheld from payment due to disputes of workmanship or the scope of work.
4. **Deviations:** Contractor shall be compensated for work performed at the verbal or written request of the owner or the owner's representative which is not within the scope of work.
5. **Delays:** Contractor will not be held liable for loss, damage, or delay occasioned by material shortage, inclement weather, strikes, force majeure, inadequate site conditions or any other cause beyond the reasonable control of the contractor. Contractor shall be granted unimpeded access to perform its scope of work. Contractor shall be compensated for delays due to others at the project site.
6. **Clearing:** Contractor shall be compensated for moving materials, debris, and/or obstacles from the work area, unless specifically noted otherwise in the scope of work, and if such work is necessary for contractor to do the contract work.
7. **Grades:** Subgrade elevations are to be brought within plus or minus one inch by others unless specifically noted otherwise in the scope of work before the contractor's crews move in. If it is necessary for the contractor to remove excess overburden or add fill to said work areas over the above said limits, contractor shall be compensated for such extra work and materials. Contractor is not responsible for backfilling or adjusting grades adjacent to its work, unless specifically noted in the scope of work.
8. **Lines and Levels:** Owner shall be responsible for all survey lines and grade elevations necessary for the contractor to locate and install its work, unless specifically noted otherwise in the scope of work. Contractor may rely on such lines and levels to be correct.
9. **Utilities:** Owner is responsible to locate and mark any underground utilities, facilities, and/or objects buried beneath areas of work prior to the contractor starting work. Contractor shall be compensated for any costs resulting from damages to such underground items not adequately marked and called to the attention of the contractor.
10. **Subgrade Conditions:** Owner shall be responsible for subgrade conditions and degree of compaction. Contractor shall not be held responsible for paving defects resulting from subgrade pumping or yielding under normal construction paving conditions.
11. **Site Conditions:** Contractor shall be relieved of all responsibility when ordered by owner to install work, when in contractor's stated opinion, the temperature, weather, soil or fill conditions are unsuitable and said conditions may have a detrimental effect on the finished installation.
12. **Drainage:** Contractor shall make a reasonable effort to install the work to avoid puddles or ponding water. Contractor shall not be held responsible for puddles or running water where insufficient slope (normally 3/16" per foot) of paving exists, or for surface tolerances less than 3/8" in eight feet horizontal distance.
13. **Lien Waivers:** Failure of this contractor to pay those persons supplying material or services to complete this contract can result in the filing of a mechanic's lien on the property which is the subject of this contract pursuant to chapter 429, rs mo. to avoid this result, you may ask this contractor for "lien waivers" from all persons supplying material or services for the work described in this contract. Failure to secure lien waivers may result in your paying for labor and material twice. **Note that Ford Asphalt Co., Inc. will supply lien waivers from all suppliers on this project.**
14. **Warranty:** Contractor warrants labor and material for 12 months with the following exclusions. Warranty is null and void if contract payment terms are not fulfilled.
15. **Exclusions:** It is recognized that many factors affect paving which are beyond the control of the contractor. Contractor shall not be held liable for future defects caused by: subgrade settlement, failure of the subgrade, inadequate design, hydrostatic pressure, overloading, abuse or misuse of the paving by others, temperature and reflective cracking and/or subgrade shrinkage.
16. **Permits:** Owner shall be responsible for all permits, testing, and/or approvals from any agency for the work unless specifically noted otherwise in the scope of work. Contractor shall be compensated for any costs incurred in obtaining



## Proposal: Cart Path Overlay

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permits, testing, and/or approvals for the work in the owner's behalf.

17. Governing Law: This contract shall be governed the law of the State of Missouri.

### Warranty & Conditions

1. All work will be warranted for a period of (1) one year from date of installation on materials and workmanship, **except cracks.**
2. All material guaranteed to be installed exactly as specified.
3. Due to unforeseeable conditions during excavation, depths may go deeper than anticipated. A change order may be necessary should this occur.
4. Any necessary permits or permit fees are owners' responsibility.
5. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
6. If, after being made aware of undesirable sub-base or base coarse conditions, the owner or owner agent insists on the installation of any part of the pavement without authorizing corrective action, our firm will not be responsible for any subsequent pavement failures, and will be paid as stated in the contract. Our firm shall not be liable for any failure to undertake or complete the work for causes beyond our control.
7. Unless weekend work is clearly identified in the proposal, price is for work to be completed during the week (Monday-Friday). Night or weekend work available at additional cost.
8. **Proposal is based on the current price of liquid asphalt. If there is a price increase in liquid asphalt, there will be additional charge for the difference.**
9. **Existing Surface:** The existing surface will be expected to support the weight of all required construction equipment. In the event that due to poor sub-grade conditions sinking may occur when we drive onto your site, Our firm will not be held responsible for damages to any concrete or asphalt due to the weight of our trucks & equipment.
10. Our firm assumes no liability for damage to any utilities such as but not limited to gas, electric, plumbing, phone, cable, dog fencing, sprinklers, culvert pipes, etc.



☎ O: 314.727.8280 F: 314.727.8284 🌐 STLOUISPAVING.COM ✉ SALES@STLOUISPAVING.COM 📍 1415 ASHBY ROAD | ST. LOUIS, MO 63132

Ballwin Golf Course  
Chris Root  
333 Holloway Road  
Ballwin, MO 63011

9/7/2023  
314-607-8202  
croot@ballwin.mo.us

We propose to furnish all labor, materials, and equipment necessary to accomplish the following at the location:

**333 Holloway Road, 63011**

**2 Inch Mill and Pave**

1. Roto-mill to a 2 inch depth in 3 areas covering approximately 205 square yards.
2. Clean areas to be patched using power broom and haul away all millings.
3. Prime with SS-1H emulsified asphalt tack coat and pave with hot commercial asphalt.
4. Roll for compaction with power driven rollers to a compacted 2 inches and taper & seal all edges.

**Note:**

- A. If following milling unsuitable subbase/subgrade is determined, additional time & material charges may result.
- B. An effort will be made to minimize water ponding. However, if there is less than 2% slope on portions of the involved area; we cannot guarantee against standing water on or around repairs.

**Price \$ 19,000.00**

**Check Here to Accept**

**Add On Option – Mill and Patch an additional 20 sq yds (additional area to be an extension of existing patch)**

**Add \$ 1,000.00**

**Check Here to Accept**

**Red – Staging Areas**

**Yellow – Patching Areas**



*If a certificate of insurance is required, it must be requested prior to work commencement.*

**Payment Terms:** Upon completion of work. **Pricing valid if work performed in same month as proposal is dated.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. This proposal is subject to Warranties, Clauses, and Terms & Conditions on the following pages.

**Acceptance of Proposal**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. St. Louis Paving, LLC is authorized to do the work specified. Payment will be made per Terms and Conditions on the attached page.

**Accepted By:**

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_  
Date: \_\_\_\_\_  
Purchase Order #: \_\_\_\_\_

Project Manager: Matt Leeker  
Mobile Phone: (314) 824-6241



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## Why Choose St. Louis Paving?

- ✓ Excellent customer reviews as seen on Google, Better Business Bureau (BBB), and Facebook.
- ✓ Self-performed (no subcontractors) asphalt, sealcoating, and crack sealing work.
- ✓ Tenured, trained, and uniformed field crews.
- ✓ Highly efficient: Most jobs completed in one day or less.
- ✓ One point of contact: Your dedicated Project Manager handles your job from estimate to completion.
- ✓ Locally owned and operated since 1967 (Over 56 years).
- ✓ Quality materials and workmanship: Most say it. We do it, and back it up with industry leading warranties.
- ✓ Excellent safety record, with a low experience mod.

### Warranties:

- **Asphalt:** We warrant against any cracking caused by defective materials and/or workmanship for a period of 1 year. If any cracks happen to appear, we will seal them at no cost. We also guarantee against any spalling or potholing caused by defective materials and/or workmanship for **2 years**. Spalled or potholed areas will be sealed or patched accordingly.
- **Sealcoating:** We warrant against premature spalling or flaking of sealer caused by defective materials and/or workmanship for a period of 1 year after application. If an area shows premature wear of this nature, we will touch it up at no additional cost. Note: Worn/porous asphalt will show wear more quickly, especially on material (rock) peaks.
- **Crack Sealing:** We warrant that crack sealed asphalt areas will reduce (but not 100% stop) inflow of water into the base for a period of 1 year; and will correct any problems caused by defective materials and/or workmanship. Note: Cracks may begin to reopen as hairline cracks within one year. However, they will be considerably narrower than they were prior crack sealing and will continue to provide protection for the asphalt pavement. Crack sealer cannot be guaranteed against settling.
- **Concrete:** We warrant against major scaling, spalling, and pop outs due to defective materials and/or workmanship for a period of 1 year. We do not guarantee against cracking or damage due to salt or ice melt.

### Clauses:

- **Time Limitation of Bid:** Due to asphalt pricing volatility, asphalt work prices are only valid for duration noted on bid.
- **Permits:** If a permit is required by your local municipality for this project, obtaining such is not included in this project and is to be obtained by the customer. Customer's proceeding with scheduling of project with St. Louis Paving acknowledges that customer has obtained permits or determined such are not required.
- **Vehicle & Equipment Removal:** It is the responsibility of the property owner to remove all vehicles & equipment from the area work is to be performed by 7:30 am. Additional charges may result from lost time or additional trips.
- **Water Ponding:** An effort will be made to minimize water ponding. However, if there is less than 2% slope on portions of the involved area; we cannot guarantee against standing water on or around repairs.
- **Irrigation Systems:** It is the responsibility of the property owner to have all irrigations systems turned off 48 hours before and after sealing or paving. Additional charges may result from lost time or additional trips. St. Louis Paving is not responsible for irrigation lines or heads that are damaged during construction.
- **Utilities & Irrigation Lines:** Moving of utilities or irrigations lines (if required) are the responsibility of the property owner and are not included in bid.
- **Sub-Surface Water:** Chronically wet areas from sub-surface water, air-conditioning systems, leaking irrigation systems, etc. cannot be seal coated or overlaid until dry. If such areas are seal coated anyway, brown and/or chalky appearance will likely result.
- **Oil Spots:** Seal coating may not stick in areas where oil spots are present. Unless specified otherwise, this bid does not include oil spot asphalt removal & replacement, oil spot priming, or torching.
- **Rock & Debris Removal:** Removal of wood, debris, foundations, or rock larger than 18 inches in diameter is not included in bid. Removal of this type of material can be performed on a time & material basis.
- **Additional Trips:** Unless specified otherwise, this bid assumes all work can be completed in one trip. (Striping to be performed approximately one week after asphalt or sealcoating work, unless specifically noted).
- **Settlement:** St. Louis Paving, LLC. is not responsible for natural settlement of work areas due to underlying issues.
- **Incidental Damages:** St. Louis Paving, LLC is not responsible for potential damage to lot or drive access areas used by heavy vehicles & equipment required to complete proposed work.
- **Unforeseen Conditions:** This proposal excludes any concealed or unforeseen conditions not described in bid documents.



### St. Louis Paving LLC Terms & Conditions

The Proposal contained on the attached pages, including any plans, specifications or other documents identified, constitute the entire agreement of the signature parties, and is subject to the following terms and conditions (St. Louis Paving, LLC is sometimes referred to herein as "contractor"):

1. Payment for Work:
  - a. If the work described in this proposal is completed within twenty (20) working days after the work begins, payment for the work is due upon the completion of the work. This account will be delinquent ten (10) days after the due date. A service charge of 1 ½% per month will be added to the unpaid balance. In the event this contract is placed in the hands of an attorney for collection, all costs of collection and all attorneys' fees will accrue as well as the balance and service charge due and owing.
  - b. If the work described in this proposal requires more than twenty (20) working days to complete, payment will be made on a monthly basis. Not later than the 25<sup>th</sup> of each month during the course of construction, contractor will request a monthly progress payment consisting of the percentage of the total work completed during the preceding month plus the value of materials purchased which will be used in completion of the work. If the net amount due to contractor on such monthly payment application is not paid by the 15<sup>th</sup> day of the following month, a service charge of 1 ½% per month will be added to the unpaid balance. In the event this contract is placed in the hands of an attorney for collection, all costs of collection and all attorneys' fees will accrue as well as the balance and service charge due and owing. If a progress payment is not paid by the due date, contractor reserves the right (without further notice) to immediately stop work until the progress payment then due is made, increased by the amount of the contractor's costs of shutdown, delay and startup and, in such event, contractor will not be liable or responsible for any damages, costs or delays whatsoever due to such work stoppage. Contractor reserves the right (without further notice) to terminate this agreement altogether if work is stopped for 30 or more days (whether or not consecutive days) because of a failure to make progress payments, and, in such event, also reserves the right to recover payment for all work executed and losses from stoppage of the work including reasonable overhead, profit and damages, and exclusion of all incidental, consequential or other damages resulting from any action of contractor.
  - c. Major credit cards accepted for a 3.6% fee.
2. If this proposal, including the price(s) listed on the attached page(s), is accepted, this proposal becomes a contract. If required by written notifications from the owner or general contractor, contractor will furnish performance and payment bonds guaranteeing full performance of the work and payment of all costs incident thereto. The cost of such bond(s) is not included in this proposal and will be paid for, in advance, by the party requesting same; or contractor has no obligation to furnish such bonds.
3. If the proposal is accepted, the work will begin on or about the date stated on the proposal, or as mutually agreed by the parties. The work will be presumed complete and acceptable five days after the contractor gives notice of completion to the other party or submits an invoice for payment; unless the other party gives notice of objection within that time, and specifies every item of work which it deems to be incomplete or unacceptable.
4. Unless otherwise noted, this proposal does not include payment for permits, backfilling, or repair of damage to work caused by other work being conducted at the job site.
5. If this proposal is accepted, the owner or general contractor will provide the contractor a suitable and adequate location on the construction site for storage of materials, machinery, and equipment.
6. It is hereby understood that contractor has relied on the accuracy and completeness of the plans and specifications listed on the attached page(s) where applicable, and that if there are any errors or omissions in or if any changes are made in such plans and specifications, the same shall be considered an "extra" or "deduction" and a new price and new completion date shall be agreed upon, in writing, between the general contractor or owner and contractor before any extra or changed work is to begin.
7. All agreements resulting from this proposal are subject to delays resulting from strikes, labor disputes, lockouts, fire, shortages of labor or material, inclemency of weather, accidents, casualties, or any other cause beyond the control of the contractor and, contractor shall not be liable for any damages whatsoever that may be caused by such delays, shortages or disruptions.
8. General Contractor and owner agree to fully indemnify and hold contractor harmless from and against any claims, damages, losses or expenses to the extent caused, in whole or in part, by any act, error or omission on their part, or by anyone for whose acts they may be liable, or by anyone directly or indirectly employed by them or acting on their behalf or at their request, regardless of whether or not such claim, damage, loss or expense is caused in part by contractor.
9. General Contractor and owner agree to purchase and maintain liability property insurance equal to the amount of this proposal, which insurance shall include contractor as named insured, and which insurance shall be an all-risk policy which shall insure against the perils of fire and extended coverage and physical loss or damage including, but not limited to, theft, vandalism, malicious mischief, collapse, false-work, temporary buildings and debris removal.
10. If accepted, this proposal becomes the complete and entire agreement between the parties for the work described herein, and no oral agreements or statements may modify, change or alter the agreement.
11. This proposal will be governed by Missouri law. General contractor and owner agree that any legal action or proceeding with respect to this proposal shall be brought in the Circuit Courts of St. Louis County, Missouri; and general contractor and owner irrevocable submit to and accept generally and unconditionally the jurisdiction of such courts.

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#### NOTICE TO OWNER

**FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429 R.S.MO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.**