



BOARD OF ALDERMAN REGULAR MEETING
1 GOVERNMENT CTR, BALLWIN, MO 63011
MONDAY, JANUARY 08, 2024 at 7:00 PM

AGENDA

- 1. Call to Order**
- 2. Roll Call**
- 3. Pledge of Allegiance**
- 4. Approval of Minutes**
 - [a.](#) Minutes of the December 11, 2023 Board of Aldermen Meeting
 - [b.](#) Minutes of the December 11, 2023 Board of Aldermen Closed Meeting
 - [c.](#) Minutes of the December 18, 2023 Board of Aldermen Meeting
 - [d.](#) Minutes of the December 18, 2023 Board of Aldermen Closed Meeting
- 5. Citizen Comments**
- 6. Consent Items**
 - [a.](#) Administration – Check Signatories
 - [b.](#) Administration – Semi-Annual Revenue/Expenditure Statement
 - [c.](#) Public Works – Backhoe Purchase
- 7. Mayor’s Report**
- 8. City Administrator’s Report**
- 9. City Attorney’s Report**
- 10. Staff Reports**
 - [a.](#) Administration – Sewer Lateral Bid
 - [b.](#) Public Works – New Ballwin Road Lighted School Crosswalk Signs
- 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

DECEMBER 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

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

Absent

The Pledge of Allegiance was recited.

MINUTES

The minutes from the November 27, 2023 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. The motion was approved unanimously.

The minutes from the November 27, 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 motion was approved unanimously.



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The minutes from the November 29, 2023 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. The motion was approved unanimously.

The minutes from the November 29, 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 motion was approved unanimously.

The minutes from the December 6, 2023 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. The motion was approved unanimously.

The minutes from the December 6, 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 motion was approved unanimously.

CITIZEN COMMENTS

Jason Politte and Karen Chaplin spoke to the Board of Aldermen about the death of their daughter, Marissa Politte and to advocate for the banning of smoke shops & tobacco shops from carrying nitrous oxide. Their daughter was killed when a driver, who was huffing nitrous oxide, passed out at the wheel of the car and slammed into her while she was on a sidewalk.

Attorney John Simon also spoke in favor of banning of smoke shops & tobacco shops from carrying nitrous oxide. He was the attorney for the family, and successfully sued United Brands and the Coughing Cardinal for selling the nitrous oxide.

PRESENTATIONS

Employee Recognition – Police Department

Sgt. Rob Rogers, and Officer Steven Ysaguirre were recognized with Chief's Commendation awards for their actions during a call in November in which they were confronted by a man with a deadly weapon. The officers used restraint and were able to get the situation under control without using deadly force.



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Public Works Facility Update

City Administrator Eric Sterman and Navigate Senior Project Manager Joe Sweitzer presented the Board with options for a renovated Public Works facility. The facility is outdated and too small for current needs. There is around \$6 million in the facilities budget that is already budgeted for situations like these that would be utilized for this facility. The Board of Aldermen decided to present options A, B & C to the Parks & Recreation Citizen Advisory Committee since the project could have potential impacts on green space at Vlasis Park.

PUBLIC HEARING

Mayor Pogue opened the public hearing for the proposed 2024 Budget and asked if anyone wished to speak in favor of the budget. No one came forward. Mayor Pogue asked if anyone wished to speak in opposition to the 2024 Budget. No one came forward, and Mayor Pogue closed the public hearing.

LEGISLATION

Bill 4179- 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, 2024, AND ENDING DECEMBER 31, 2024, 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 4179, title only. The motion was approved unanimously and Bill 4179 was read for the first time, title only.

Discussion:

Alderman Michael Finley noted he and Alderman Mike Utt have not had any complaints or concerns from residents regarding the budget.

A motion was made by Alderman Frank Fleming and seconded by Alderman Michael Finley for a second reading of Bill 4179, title only. The motion was approved unanimously and Bill 4179 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4179. Bill No. 4179 was approved unanimously and became Ordinance No. 23-25.



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Bill 4180 - 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, 2024, AND ENDING DECEMBER 31, 2024, PROVIDING FOR EXPENDITURES IN ACCORDANCE WITH SAID BUDGET AND MAKING APPROPRIATIONS THEREOF.

A motion was made by Alderman Kevin Roach and seconded by Alderman Frank Fleming for a first reading of Bill 4180, title only. The motion was approved unanimously and Bill 4180 was read for the first time, title only.

Discussion:

Mayor Tim Pogue noted the Capital Improvement Budget was approved by the Planning & Zoning Commission.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Frank Fleming for a second reading of Bill 4180, title only. The motion was approved unanimously and Bill 4180 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4180. Bill No. 4180 was approved unanimously and became Ordinance No. 23-26.

Bill 4181- AN ORDINANCE AMENDING ORDINANCE NO. 557, KNOWN AS "THE ZONING ORDINANCE" OF THE CITY OF BALLWIN, AND AMENDING "THE DISTRICT MAP" BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN LAND IN THE CITY OF BALLWIN FROM ST. LOUIS COUNTY R-3 TO BALLWIN R-3 SINGLE FAMILY ZONING DISTRICT.

A motion was made by Alderman Mark Stallmann and seconded by Alderman Frank Fleming for a first reading of Bill 4181, title only. The motion was approved unanimously and Bill 4181 was read for the first time, title only.

Discussion:

Mayor Tim Pogue noted there was a positive recommendation from the Planning & Zoning Commission, and residents affected were notified of the Planning & Zoning Commission meeting. Alderman Mark Stallmann noted the subdivisions were annexed at their request.



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A motion was made by Alderman Mark Stallmann and seconded by Alderman Frank Fleming for a second reading of Bill 4181, title only. The motion was approved unanimously and Bill 4181 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4181. Bill No. 4181 was approved unanimously and became Ordinance No. 23-27.

Bill 4182- AN ORDINANCE AMENDING ORDINANCE NO. 557, KNOWN AS "THE ZONING ORDINANCE" OF THE CITY OF BALLWIN, AND AMENDING "THE DISTRICT MAP" BY CHANGING THE ZONING CLASSIFICATION OF CERTAIN LAND IN THE CITY OF BALLWIN FROM ST. LOUIS COUNTY R-4 TO BALLWIN R-4 PLANNED MULTIPLE DWELLING DISTRICT.

A motion was made by Alderman Michael Finley and seconded by Alderman Mike Utt for a first reading of Bill 4182, title only. The motion was approved unanimously and Bill 4182 was read for the first time, title only.

There was no discussion.

A motion was made by Alderman Michael Finley and seconded by Alderman Mike Utt for a second reading of Bill 4182, title only. The motion was approved unanimously and Bill 4182 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4182. Bill No. 4182 was approved unanimously and became Ordinance No. 23-28.

Bill 4183- AN ORDINANCE GRANTING A SPECIAL USE EXCEPTION TO MIDAS FOR FRONT YARD PARKING AND OPERATION OF AN AUTOMOBILE AND MOTOR VEHICLE SERVICE BUSINESS AT 15230 MANCHESTER ROAD.

A motion was made by Alderman Kevin Roach and seconded by Alderman Frank Fleming for a first reading of Bill 4183, title only. The motion was approved unanimously and Bill 4183 was read for the first time.

Discussion:

Alderman Mark Stallmann noted the Planning & Zoning Commission saw an issue with parking spaces, but noted City Staff determined that because it was a service center, parking won't be an issue with employees.



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A motion was made by Alderman Mark Stallmann and seconded by Alderman Frank Fleming for a second reading of Bill 4183, title only. The motion was approved unanimously and Bill 4183 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4183. Bill No. 4183 was approved unanimously and became Ordinance No. 23-29.

Bill 4184- AN ORDINANCE AMENDING REGULATIONS FOR HOOKAH LOUNGES, RETAIL TOBACCO STORES AND VAPOR LOUNGES IN THE CITY OF BALLWIN.

A motion was made by Alderman Ross Bullington and seconded by Alderman Mike Utt for a first reading of Bill 4184, title only. The motion was approved unanimously and Bill 4184 was read for the first time.

Discussion:

Alderman Frank Fleming noted the Board was being proactive to try and limit some of the things happening at smoke shops. He also noted the previous discussion was that nitrous oxide was a legal substance being used illegally. He wondered if there was something more the City could be doing to prevent illegal use of nitrous oxide and whether this bill should be approved today or to wait until something more could be done.

City Attorney Bob Jones advised the Board to approve this current bill to restrict the location of businesses and then look into the issue further.

Alderman Mark Stallmann noted the Planning & Zoning Commission discussed this issue and couldn't come up with a rationale to ban it since it was a legal substance. He noted this bill will limit more from coming into the City of Ballwin. He wondered if a County or State ban would be more appropriate.

City Attorney Bob Jones noted City statutes are supposed to mirror state statutes with regard to illegal substances.

Alderman Frank Fleming noted this issue appears to be similar to the smoking ban a decade ago, and noted Ballwin was one of the first to pass that. He hoped the City could also be a leader on tackling the nitrous oxide issue.

Alderman Kevin Roach agreed, stating he saw an opportunity for us to be a leader on an obvious issue.

A motion was made by Alderman Frank Fleming and seconded by Alderman Mike Utt for a second reading of Bill 4184, title only. The motion was approved unanimously and Bill 4184 was read for the second time, title only.

A roll call vote was taken for passage and approval of Bill 4184. Bill No. 4184 was approved unanimously and became Ordinance No. 23-30.



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CONSENT ITEMS

Administration – Facility Usage Policy

This amends the current policy for Board/Commission discounts at City facilities. There is some outdated language that needs to be replaced.

Alderman Mark Stallmann noted he wanted to see a provision added that former elected officials are allowed permanent use of the Pointe and North Pointe after ten years of service, similar to the Golf Course provision.

Alderman Mark Stallmann made a motion to approve staff's recommendation with the added provision.

Alderman Mike Utt seconded the motion. The motion was approved with Alderman Kevin Roach abstaining.

MAYOR'S REPORT

Mayor Tim Pogue appointed Janet Carr to the Planning & Zoning Commission to serve in place of her late husband, Gary Carr.

Alderman Michael Finley made a motion to approve the appointment. Alderman Mike Utt seconded the motion. The motion was approved unanimously.

Mayor Pogue noted he was still looking for an appointment to the Planning & Zoning Commission from Ward 4.

Mayor Pogue also recommended canceling the second meeting in December. Alderman Mark Stallmann made the motion and Alderman Mike Utt seconded that motion. It was approved unanimously.

CITY ADMINISTRATOR'S REPORT

City Administrator Eric Sterman noted there was a question about adding additional swings to the new Vlasik Park playground. He noted the addition of two more swings to the currently proposed six swings would cost the City an additional \$8,000 for the change order. Alderman David Siegel made a motion to approve the change, with Alderman Mark Stallmann seconding the motion. It was approved unanimously.

CITY ATTORNEY'S REPORT

None.

ALDERMANIC COMMENTS

Alderman Kevin Roach noted he had a conversation with a subdivision trustee and they had a question about whether Fox Village and Quail Village streets were public streets. City Attorney Bob Jones believed they were public but noted he would look into it.



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Alderman Roach also asked for an update on Vlasis Park apartments. City Administrator Eric Sterman noted there have been no building permits submitted. The demolition plans were submitted and approved. City Administrator Sterman noted the City would need to review the plans if they are submitted.

Alderman Michael Finley noted he read there may be additional grants available to cities as a result of the Inflation Act. He asked City Administrator Sterman to look into whether there could be an impact in Ballwin. Alderman Finley also wished everyone a happy holidays.

Alderman Mark Stallmann thanked Finance Officer Denise Keller and City Staff for their work on the 2024 Budget. He also noted that the Ballwin Police Department was praised by St. Louis County Prosecutor Wesley Bell for their coverage. Alderman Stallmann also wished everyone a Merry Christmas and a Happy New Year. Alderman Frank Fleming thanked City Staff for their perseverance during a challenging 2024 and noted how much he appreciated the hard work put in this year.

CLOSED SESSION

A motion was made by Alderman Mark Stallmann and seconded by Alderman Mike Utt to move to closed session pursuant to state statute 610.021 (1) and (3). A roll call vote was taken with the following results:

Ayes: Aldermen Utt, Finley, Roach, Stallmann, Fleming, Weaver, Bullington, Siegel

Nays: None

The Board moved to closed session at 8:36 p.m.

When the Board returned to chambers, a motion was made by Alderman Frank Fleming to reconvene. The motion was seconded by Alderman Michael Finley and the meeting reconvened in open session at 9:40 p.m.

Then, Alderman Michael Finley made a motion to adjourn. The motion was seconded by Alderman Frank Fleming and the meeting adjourned at 9:41 p.m.

TIM POGUE, MAYOR

ATTEST:

MEGAN FREEMAN, CITY CLERK



BOARD OF ALDERMEN
Meeting Minutes

DECEMBER 18, 2023

5:00 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 5:00 p.m.

ROLL CALL

Present

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

Absent

CLOSED SESSION

A motion was made by Alderman Mark Stallmann and seconded by Alderman Ross Bullington to move to closed session pursuant to RSMo. Section 610.021.1 and 610.021.3 The motion was passed by unanimous affirmative voice vote and the meeting moved to closed session at 5:02 p.m.

A motion was made by Alderman Ross Bullington and seconded by Alderman Mark Weaver to reconvene to open session. The motion passed by unanimous voice vote at 5:25 p.m.

A motion was made by Alderman Ross Bullington and seconded by Alderman Mike Utt to adjourn. The motion was passed by unanimous affirmative voice vote and the meeting adjourned at 5:26 p.m.



BOARD OF ALDERMEN
Meeting Minutes

DECEMBER 18, 2023

5:00 PM 1 GOVERNMENT CTR. BALLWIN, MO 63011

TIM POGUE, MAYOR

ATTEST:

MEGAN FREEMAN, CITY CLERK



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. Robert Klahr, attorney for the TDD, is an additional signer for the TDD account. 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, Robert Klahr
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 2, 2024



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, 2023. Upon approval by the Board, this will be published in a local newspaper.

Submitted By: Denise Keller

Date: January 4, 2024

CITY OF BALLWIN
GENERAL/CAPITAL PROJECTS FUNDS
REVENUE/EXPENSE STATEMENT
FOR THE SIX MONTH PERIOD ENDING 12/31/23

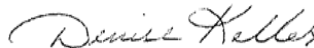
REVENUE	General Fund	Capital Projects Fund
Sales Taxes	\$ 5,251,116	\$ 685,315
Other Taxes	1,350,164	-
Licenses & Permits	459,587	-
Public Utility Licenses	1,813,481	-
Court Fines	287,040	-
Police & Communications	197,073	-
Community Programs	1,616,937	-
Grants & Donations	20,137	687,686
Sale of Capital Assets	23,117	-
Investment Income	409,202	-
Escrows	32,649	-
Miscellaneous	1,290,021	-
Other Financing Sources	-	1,000,000 (1)
Total:	\$ 12,750,524	\$ 2,373,001
 EXPENDITURES		
Administration	\$ 1,809,095	\$ -
Parks & Recreation	2,920,216	351,591
Police	3,522,036	162,688
Public Works	4,071,871	832,659
Transfers Out	1,000,000 (1)	-
Total:	\$ 13,323,218	\$ 1,346,938

For the Twelve Month Period Ending 12/31/23:

Revenue	\$ 25,745,501	\$ 6,533,473
Expenditures	26,132,248	7,785,541

(1) This transfer of accumulated fund balance was to fund construction of the new Police Building 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 12/31/23.



Denise Keller
Finance Officer

ATTEST:



Eric Sterman

City Administrator



Consent Item

Subject: Backhoe Purchase

Department/Program: Public Works/Pavement

Explanation: In the 2024 budget, we have a Backhoe replacement budgeted.

This will replace 2014 John Deere Backhoe with 3043 hours; we also recommend selling the old Backhoe to get the highest price or value for the City of Ballwin, in the past we have used GovDeals.com or Purple Wave or similar auction sources.

Total Budget is \$160,000.

This item is being purchased through the Missouri State NASPO contract #CC190249001.

Recommendation: Staff recommends we purchase a Backhoe, from Luby Equipment (CNI industrial) using the Missouri State Bid for a total cost of \$153,815.72.

Submitted By: Jim Link

Date: January 2, 2024



CUSTOMER INFORMATION:	DEALERSHIP
CITY OF BALLWIN	MACHINE MAINTENANCE, INC. DBA
200 Public Works Drive	Luby Equipment Services
Ballwin, MISSOURI 63011 USA	2300 CASSENS DRIVE
636.227.9000	FENTON, MO 63026 USA
	636-343-9970
	Email tcullinane@lubyequipment.com
	SALESPERSON: Tim Cullinane - 314.327.9598

Retail Offer Number:	0001129418-1	Retail Offer Valid to:	01/10/2024
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Description:	Backhoe Loader w/ Combo Bkt
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UNITS OFFERED			
Unit # 1 580SN WT 4WD T4 FINAL.		Offered Price	\$152,525.72
Vehicle / Quote Number:	0701880287	Setup & Delivery	\$1,290.00
Sales Order Number:			
VIN/Serial #:			
JJGN58WTCPC782393			
In-Stock Unit	Transfer		
Finance Program	N/A		

Total	\$153,815.72
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Down Payment	\$-0.00
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Total Offer Value: Missouri State NASPO Contract # CC190249001 Valid Thru Jan. 10th 2024	\$153,815.72
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Vehicle Configuration

NORMAL	NORMAL OFFER		423078	PILOT CONTROLS W/POWER LIFT	
CASE	CASE		442018	MECHANICAL QUICK COUPLER	
58SWT4F	58SW T4 FEAT		423088	ENGINE BLOCK HEATER	
WW	WORLD WIDE		423093	COLD START DUAL BATTERY	
4WD	MFD		747864	AUX. HYD. LOADER W/PILOT CONT	
	Base price		464624	2CAB PLT PDH 2WAY1	
745167	LOCKING DEF/FUEL COVER		464078	RC & CS & 3SPL PKG	
745171	ENGINE ECO MODE		464074	1-WAY OR 2-WAY AUX & EHOE PKG	
442083	DELUXE CAB PACKAGE		423076	EXTENDAHOE (EHOE)	
747853	CAB, 2 DOOR WITH HEAT AND AC		442056	FLIP OVER/STABILIZER PADS COMB	
747735	SEAT BELT, 3" RETRACTABLE		742433	93" 4X1 BUCKET W/CUTTING EDGES	
423011	COMFORT STEER		423069	24" UNIVERSAL BUCKET	
745161	PREMIUM AIR SUSP HEATED		464957	TRANSPORT PROTECTION	
745273	BLUETOOTH RADIO		747875	TOOL BOX	
745242	LED LIGHT PACKAGE		423047	HEAVY FRONT CWT, EXTNDHOE	
423062	POWERSHIFT H-TYPE TRANSMISSION		745136	4WD DRIVE SHAFT GUARD	
8401140	19.5LX24, 10PR STD		480026	5YR CUSTOMER 480026	
9200015	12.5/80X18 10PR SURE GRIP LUG		480018	CONNECTIVITY 480018	
742803	FRONT FENDERS		423090	AUTO RIDE CONTROL	
423084	1-WAY/2-WAY W/ PILOT CONTROLS				



Staff Report

Subject: Sewer Lateral Program

Department/Program: Administration

Explanation: The sewer lateral program goes out for bid every two years. Attached is the single bid received from our current contractor, A&A Sewer. The bid is in line with expectations given the increase in material prices over the last two years. The current pricing sheet is included along with the new proposed sheet to allow for comparison.

Recommendation: It is the recommendation of the staff to accept the bid from A&A Sewer. The company has worked with Ballwin for several years. A&A has received many compliments during that time 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: December 27, 2023

REQUEST FOR BIDS

CONSTRUCTION SPECIFICATIONS FOR

CITY OF BALLWIN

ST. LOUIS COUNTY, MISSOURI

RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT CALENDAR

YEARS 2024 - 2025

NOVEMBER, 2023

CITY OF BALLWIN

1 GOVERNMENT CTR DRIVE

BALLWIN, MISSOURI 63011

BID PROPOSAL FORM

CITY OF BALLWIN
ST. LOUIS COUNTY,
MISSOURI

RESIDENTIAL SEWER LATERAL REPAIR PROJECT

CALENDAR YEARS 2024 - 2025

JANUARY, 2023

TO: CITY OF BALLWIN MISSOURI

Pursuant to and in compliance with your Request for Bids dated XXX XX, 2023 and the other documents related thereto, the undersigned hereby proposes to furnish all tool, labor, equipment, and materials and perform all work necessary for undertaking the RESIDENTIAL SEWER LATERAL REPAIR PROJECT CALENDAR YEARS 2024 - 2025, as all required by and in strict conformance with the Bid Specifications and Addenda No. __ to inclusive at the unit and lump sum prices listed herein.

Company Submitting Bid:

A&A Sewer LLCP.O. BOX 16395 ST. LOUIS MO 63125

Company

A&A Sewer LLC

Address:

Company

314-267-6053

Phone

Number: 314-669-7948

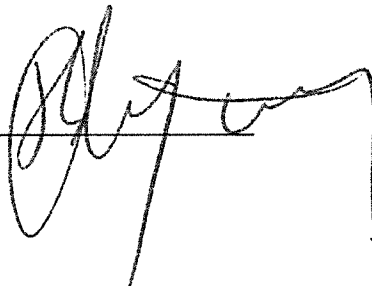
Authorized

Shemsi Ghem

Representative

SONNY (Print):

Authorized Representative (Signature):



BF-1

DIRECTIONS- FILL IN PROPOSED BIDS FOR EACH COLUMN**SEWER LATERAL REPAIR PROGRAM – UNIT PRICES**

Mobilization and repairs of sewer lateral or the installation of liner.....	\$ <u>1,500</u>
Mobilization and repairs of sewer lateral or the installation of a liner 15' or greater per day	\$ <u>4500</u>
Replace 12' or less excavation depth 4" or 6" pipe	\$ <u>85</u> lat. ft.
Replace 12'1" or more of excavation depth 4" or 6" pipe	\$ <u>100</u> lat. ft.
Install new 4" or 6" yard cleanout stack 15' or less of excavation depth.....	\$ <u>250</u> per job
Install new 4" or 6" yard cleanout stack 15' or more of excavation depth	\$ <u>300</u> per job
Asphalt or Concrete driveway and or street/sidewalk 4" removal and replacement	\$ <u>195</u> sq. yd.
Asphalt or Concrete driveway and or street/sidewalk 6" removal and replacement	\$ <u>195</u> sq. yd.
Asphalt or Concrete driveway and or street/sidewalk 8" removal and replacement	\$ <u>210</u> sq. yd.
Saw cutting of existing asphalt or concrete pavement 2"-4"	\$ <u>40</u> lin. ft.
Saw cutting of existing asphalt or concrete pavements 5"-8"	\$ <u>45</u> lin. ft.
Camera Inspection	\$ <u>185</u> per job
Cable Service	\$ <u>150</u> per job =
Sewer Liner.....	\$ <u>130</u> lat. ft.



14) Response times for service.

- A. Typical response time after City request for initial camera inspection:

1-2 days.

- B. Typical response time after initial camera inspection to a mobilization for a repair _____

2-3 days.

- C. 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

1-2

=====

References: Bidder shall provide three references.

City, Firm, or Individual Name: PAUL REZENIELLO
WEBSTER GROVES
 City or Firm Contact:
 Phone Number: 314-565-5392

City, Firm, or Individual Name: _____
LANCE APPLEBY
 City or Firm Contact:
 Phone Number: 314-623-4870

City, Firm, or Individual Name: AS/07 HYJCA
 City or Firm Contact:
 Phone Number: 314-~~2076~~ 276-3284

STATE OF MISSOURI

)

COUNTY OF ST. LOUIS)

)SS

AFFIDAVIT OF AMERICAN PRODUCTS PURCHASE

Comes now before me Shemir Gearing as of
 Name - Printed

Position

OWNER

- -----' being duly sworn on his/her oath, affirms that Company Name

said company has complied with Missouri State Law Section 34.353 RSMo regarding the purchase of

manufactured goods or commodities used or supplied in the performance of the City of

Ballwin's -Project Name

I also affirm that A&A Sower LLC did not and would not knowingly purchase Company Name or supply manufactured goods or commodities used on the aforementioned City of Ballwin project, being compliant with the law. In affirmation thereof, the facts stated above are true and correct (the undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040 RSMo).

[Signature]

Signature - Authorized Representative

Shemir Gearing

Printed Name

OWNER 12-04-23

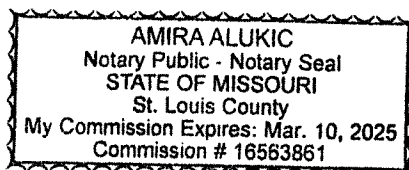
Title Date

Subscribed and sworn to before me this 04 day of DECEMBER, 23

My commission expires:

03/10/2025[Signature]

Notary Public



STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS

AFFIDAVIT

Before me, the undersigned Notary Public, personally came and appeared Shemi
Name - Printed

Shemi of PRESIDENT

Position OWNER

Company Name AAA Sewer LLC

(a corporation) (a partnership) (a proprietorship) and, after being duly sworn, did depose and say that all provisions and requirements set out in Section 292.675, Missouri Revised Statutes, pertaining to the 10- hour OSHA construction safety training of workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements. The referenced OSHA training is necessary in carrying out the contract and work in

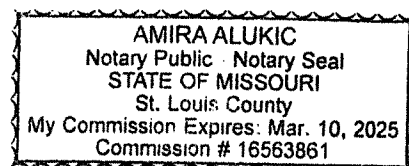
connection with _____ within the City of Ballwin in St. Louis County,
Project Name

Missouri. Said training of all project workmen has been or will be undertaken within 60 days of commencement of construction of the project. The contractor is to provide to the City copies of OSHA certification cards of each project workman.

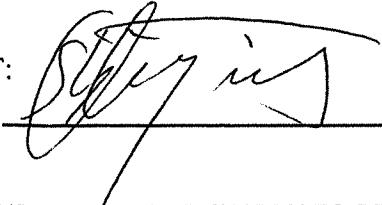
[Signature] Signature

Subscribed and sworn to before me this 04 day of DECEMBER, 23
My commission expires:

03/10/2025



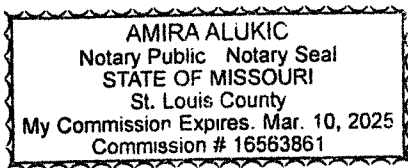
ATTEST:



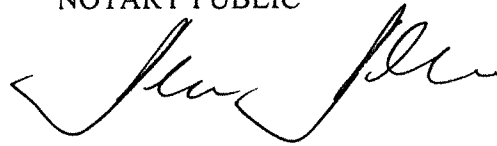
SUBSCRIBED AND SWORN TO BEFORE ME

THIS 04 DAY OF DECEMBER 2023.

EXP. 03/10/2025



NOTARY PUBLIC



BEFORE ME, the undersigned Notary Public, personally appeared ----- who, being
duly sworn, states on his/her oath or affirmation as follows:

1. My name is Shemsi Glejini and I am currently the President/Owner of
AAA Sewer LLC (hereinafter
contractor"),

whose business address is PO BOX 16395
ST LOUIS, MO 63125, and I am authorized to make this Affidavit.

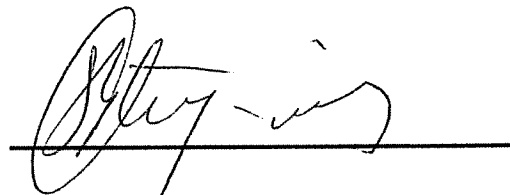
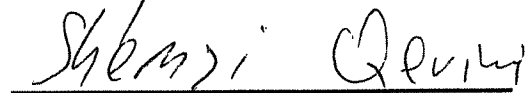
2. I am of sound mind and capable of making this Affidavit and I am
personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with
respect to the employees working in connection with the following project or services contracted
between Contractor and the City of Ballwin:

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted project or services set forth above.
5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted project or services.

Further, Affiant saith not.

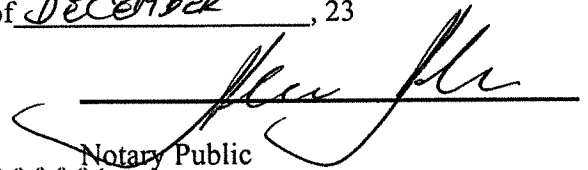
SIGNATURE

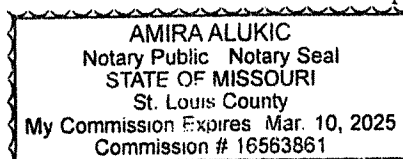
PRINTED NAME - AFFIANT

Subscribed and sworn to before me this 04 day of DECEMBER, 23

My commission expires: 03/10/25



Notary Public



PLEASE NOTE:

Acceptable enrollment and participation documentation consists of the following 2 pages of the E-Verify Memorandum of Understanding:

1. A valid, completed copy of the first page identifying the Contractor; and
2. A valid copy of the signature page completed and signed by the Contractor, the Social Security Administration, and the Department of Homeland Security - Verification Division.

STATE OF MISSOURI)
)SS
 COUNTY OF ST. LOUIS)

AFFIDAVIT

(as required by Section 285.530, Revised Statutes

of Missouri) As used in this Affidavit, the following terms shall have the following meanings:

EMPLOYEE:

Any person performing work or service of any kind or character for hire within the State of Missouri.

FEDERAL WORK AUTHORIZATION PROGRAM:

Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.

KNOWINGLY:

A person acts knowingly or with knowledge,

- a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

AFF-1

Based on the nature of the bids, the City reserves the right to add to or delete any portion of the RESIDENTIAL SANITARY SEWER LATERAL REPAIR PROJECT. It is understood that authorization to contract for this project work will be by resolution duly passed by the Ballwin Board of Aldermen.

The undersigned agrees that their firm will complete said work for each lateral repair within 2 calendar days except as provided otherwise in the Bid Specifications after receiving a notice to proceed or allow the City as liquidated damages the sum of Two Hundred Dollars (\$200.00) for each day thereafter. Computation of the calendar days for each lateral repair shall commence on the first (1st) day following determination that a repair is necessary.

All materials and workmanship furnished by the Contractor in this contract is guaranteed by the Contractor for a period of one (1) year after the date of completion of each lateral repair. Any lateral repair defective by reason of faulty materials and/or workmanship as well as any costs associated with determining a defect within the guaranteed one (1) year period shall be remedied by the Contractor free of cost to the City.

It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City. The City is exempt from federal excise and state sales tax. Should the City choose to exercise its tax exempt status, the City will provide the Contractor a Missouri Project Tax Exemption Certificate.

The undersigned hereby represents that he/she has carefully examined the Bid Documents and will execute the Contract and its items, covenants, and conditions all in strict conformance with the stated requirements. The Bidder acknowledges having filled out and submitted the various affidavits included with this bid packet.

Further, it is understood that this Bid must be submitted before 10:00 a.m. on FRIDAY, 12/8/2023, in a sealed envelope clearly marked "SEWER LATERAL REPAIR PROJECT BID" in order to be considered. Bids received after this time will be returned unopened to the Bidder.

Shemsi Berini

Signature -Authorized Representative

12-04-23

Date

[Signature]

Attest

----- being duly sworn in oath deposed and states:

- I. That in connection with this procurement,
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor;
 - b. The prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening directly or indirectly to any other bidder; or to any competitor; and,
 - c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- II. The undersigned further states:
 - a. He is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above.
 - b. He is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (I) (a) through (I) (c) above, and as their agent does hereby so certify; and he has not participated, and will not participate in any action contrary to (I) (a) through (I) (c) above.
- III. The Contractor hereby attests to their intent to comply with the Americans with Disabilities Act (ADA).
- IV. It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

For Corporations

(Name) indicate if
corporation,
partnership or
sole proprietor

(Corporate Seal)

(Office held in bidder organization)

Subcontractors: Bidder shall list any subcontractors who may be used for any portion of the contracted work.

Company

Name

Company Address

Company Phone

Subcontracted Work Item

No.

Company

Name

Company Address

Company Phone

Subcontracted Work Item

No.

Company

Name

Company Address

Company Phone

Subcontracted Work Item

No.

<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	\$ 65.00/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	\$ 200.00 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	\$ 175.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Asphalt or Concrete driveway and or street/sidewalk 6" removal and replacement	\$ 185.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Asphalt or Concrete driveway and or street/sidewalk 8" removal and replacement	\$ 195.00/sq. yd. x _____	=	_____
<input type="checkbox"/> Saw cutting of existing asphalt or concrete pavement 2"-4"	\$ 30.00/lin. ft. x _____	=	_____
<input type="checkbox"/> Saw cutting of existing asphalt or concrete pavements 5"-8"	\$ 40.00/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	\$ 120.00/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 _____



Staff Report

Subject: New Ballwin Road Lighted School Crosswalk Signs

Department/Program: Public Works/Pavement/Streets

Explanation: Approximately 2 years ago the LED lighted School crosswalk systems on New Ballwin Road in front of Selvage Middle school failed (two separate crosswalk units). After discovering that we could no longer get replacement parts, the LED yellow warning bar was removed and the LED School crosswalk signs were changed out to standard School crosswalk signs. This LED system was installed with a grant around 2009 for \$30,000. The signs in front of Holy Infant are operational; however, due to a lack of replacement parts they have been repaired internally by staff numerous times and are likely to fail in the near future.

I have attached quotes for a replacement LED School zone crosswalk system similar to what had been in place on New Ballwin road approximately 2 years ago.

The cost for a Standard School Crosswalk signs are roughly \$300 for all four signs. This is what is Standard in the MUTCD.

Option 1: Continue with the MUTCD standard with a cost of \$300 for all four signs.

Option 2: Use the LED lighted system similar to what we used before at a combined cost around \$21,724.00 for both Selvage and Holy infant.

These signs are NOT budgeted.

With there being several schools in the City of Ballwin on City maintained Right of Ways, Staff is looking for Board Direction.

Other Elementary school crosswalks in Ballwin that are on City maintained roadways are Henry, Claymont, Ballwin, Westridge, and Woerther.

LED School zone systems	Unit Cost	Total Cost (2 units)
Mobotrex	\$10,862.00	\$21,724.00
Traffic Safety	\$10,865.56	\$21,731.12
Lightguard Systems	\$18,630.00	\$37,260.00

Submitted By: Jim Link

Date: January 2, 2024

Date: 12-6-2023**INFORMAL PRICE QUOTATION**

Vendor Number*	Vendor	Qty	Unit Cost	Net Cost	Delivery Cost	Total Cost	Delivery Date
1.	Mobotrex	2	\$10,862.00			\$21,724.00	
2.	Traffic Safety	2	\$10,865.56			\$21,731.12	
3.	Lightguard Systems	2	\$18,630.00			\$37,260.00	
4.							

* Additional Vendors listed on separate sheet

Crosswalk system

Led crosswalk system for New Ballwin road. Solar powered, ADA push button, similar to what was up there previously.

Recommended Vendor: Mobotrex

Account Number: _____


 Department Head

City Administrator

Comments: _____

Prepared by: _____

Quote Number: 1928841

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Date: 11/27/2023

Expire Date: 12/27/2023

Prepared By: Mack, Joshua J.

Customer: BALLW

Bottorff, Jim
 Ballwin, City Of
 Dept. Of Public Works
 200 Park Dr
 Ballwin MO 63011-3728
 United States

Contact: Bottorff, Jim

Phone: (636) 227-2257

Email: jbottorff@ballwin.mo.us

Description: Carmanah R920-MX with LED Enhanced S1-1 Signs

Part #	Description	Quantity	Price	Extended
90866	MX LED Sign Module, S1-1 School, 30", FYG DG3, YLW LED	4	\$504.00	\$2,016.00
88423	SIGN MOUNT KIT, LED ENH, BANDING TO POLE	4	\$20.00	\$80.00
91698	MX SERIES, FLASHER MODULE HARNESS,16'	4	\$36.00	\$144.00
POL-BDSP-010-Y	Bulldog III ADA Push Button with NO LED	2	\$95.00	\$190.00
POL-APBC-Y	Polara Aluminum Push Button Cup for Bull	2	\$20.00	\$40.00
800H-109	9x12 MUTCD SIGN R10-25	2	\$38.00	\$76.00
91693	MX SERIES,PUSHBUTTON HARNESS,BULLDOG,16'	2	\$36.00	\$72.00
90460	MX SERIES,MX100 SOLAR PWR MOD,W/ 15W PNL	4	\$1,869.00	\$7,476.00
91615	FWK:MOUNT,POLE TOP,3.5-4.5"OD,NO COLOR	4	\$110.00	\$440.00
67620	BATTERY:7A/HR,STAND,(E SERIES)	8	\$41.00	\$328.00
91842	SOFTWARE,MX LITE SUBSCRIPTION,3YR	4	\$0.00	\$0.00

Sale Amount:	\$10,862.00
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	\$10,862.00

Notes:

SHIPPING INCLUDED

MATERIAL ONLY - Please RFQ if turn-on assistance / onsite labor is needed

4" round poles NOT included

Quote Number: 1928841

109 West 55th Street | Davenport, IA 52806 | (563) 323-0009

Terms:

THIS QUOTE IS BASED ON THE ENTIRE VALUE AND VOLUME OF ALL LINE ITEMS - Prices listed on this quote are valid only in the event of purchase of all line items in the quantities listed, in their entirety. Purchases of individual line items will require a new quote prior to acceptance of any purchase orders.

Shipment of the material will be approximately 90 days after receipt of both an acceptable purchase order and approved submittal data if required. PAYMENT TERMS ARE NET 30 DAYS with prior approved credit. MoboTrex, Inc. retains title to material until paid in full. A service charge of 1.5% per month (18% annual rate) will be assessed against all past due accounts. Prices and delivery quoted are firm for 30 days from the data of bid. The above quote does not include installation of the products quoted. On-Site technical assistance is available and will be quoted upon request.

Quotation does not include sales tax. Sales tax will be added at time of invoice unless a valid Sales Tax Exempt certificate has been provided. Sales tax exempt certificate should accompany customer Purchase Order.

Limited Warranty: MoboTrex, Inc. only obligations shall be to replace such quantity of the product proven to be defective.

Warranty Period: The length of warranty manufacturers have conveyed to the seller and which can be passed on to the buyer.

Additional terms and conditions apply - See MoboTrex, Inc. Terms & Conditions document at our website: www.mobotrex.com.

Thank you for the opportunity to provide this quote.

R920-MX

Customized Data Sheet and Solar Power Report

Boost safety at unsignalized crossings with proven technology, actionable alerts, and street-level data.

- ✓ Every system ships with **3 years of free remote connectivity**
- ✓ Actionable email and text alerts
- ✓ Remote system access via MX Cloud™
- ✓ Quick setup and local access with MX Field App™ (iOS®/Android™)
- ✓ 'Smart module' design for simple installation and richer data
- ✓ Solar Power Report (SPR) prepared for every location



Meets MUTCD Standards



Buy America/BABA compliant



3-year limited warranty

New Ballwin Rd

Region: 235 New Ballwin Rd, Ballwin, MO 63021, USA

ID: CMH05C614A8

Model: R920-MX

PROJECT LOCATION PROFILE

Shading	30% reduction applied to insolation to account for typical site shading
Min. Average Temperature	31.2 °F (-0.4 °C)
Min. Peak Sun Hours	3.1



car

Section 10, Item b.

MX Series



MX Lite Subscription



SYSTEM OPERATING PROFILE

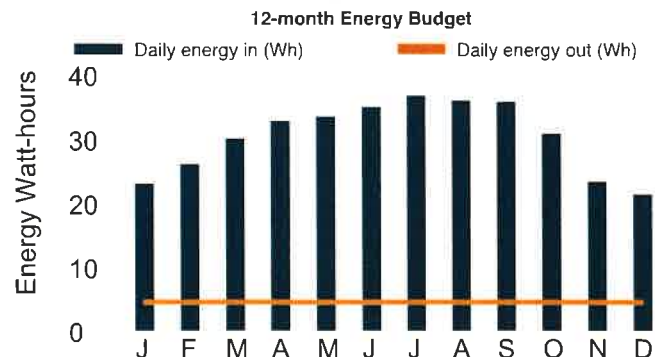
Pedestrian Activations Per Day	300
Power Source	Solar
Solar Panel	15 W
Battery Capacity	7 amp hours (1 battery)
Overhead Lighting	None
MX Subscription	MX Lite

SOLAR POWER REPORT (based on your project location profile)

This custom report demonstrates that our solar-powered system is sustainable and reliable year-round at your project location.

Battery Autonomy (recommended > 7 days)	13.9 Days
Array-To-Load Ratio (recommended > 1.2)	4.8

✓ Your system will be sustainable year-round!



R920-MX

Customized Data Sheet and Solar Power Report



carmanah.com | traffic@carmanah.com

Section 10, Item b.

MX FLASHER MODULES




MX RRFB Module



MX Beacon Module



MX LED Sign Module

Flasher Module	MX LED Sign Module
Size/Quantity	30", S1-1, Single
Sheeting Color	FYG
Optical	Meets MUTCD LED requirements for color, flash rate and dimming Viewing angle: 15°
Construction	3M High Intensity Prismatic or Diamond Grade retroreflective sheeting and components UV-resistant polycarbonate channels and waterproof housings protect wiring; include fully integrated junction box
Mounts	Standard Banding to Pole
Overhead Lighting (contact Carmanah for a lighting layout)	 None Overhead Lighting for Crosswalks: Overhead lighting fixtures enhance safety by providing adequate, pedestrian-level lighting. Learn more.

PUSH BUTTON





Standard Pushbutton

Accessibility:

Push buttons have a variety of features available to improve safety for people with disabilities, including audible messages, raised directional arrows and locator tones. [Learn more.](#)

Housing Color	Yellow
Activation	Pushbutton: piezo-driven with visual LED and two-tone audible confirmation Passive detection option available

WIRELESS COMMUNICATION AND DATA COLLECTION

Local	MX Field App (Bluetooth®) for on-site setup, local access to default settings, system health status and more  
System-To-System	Linked MX systems flash in sync up to 1,000 ft (305 m) away
Remote Connectivity	MX Cloud (cellular) for remote health status monitoring, email/SMS alerts, scheduling, asset management, programming and more Subscription: MX Lite See all MX subscriptions
Location & Time	GPS

INCLUDED WITH EVERY SYSTEM

Warranty	3-year limited warranty on MX system 1-year limited warranty on batteries
Support	Carmanah's North American product support technologists available for solution building, solar sizing and troubleshooting 24/7 access to Carmanah's online Product Support Center

MX POWER MODULES



MX 100

Type	Solar Power Module
Housing Dimensions & Weight (w/o batteries)	12.6 x 13.6 x 5.3", 320 x 345 x 135 mm, 5 lb (2.3 kg)
Housing Color	Natural
Construction	Weatherproof, gasketed enclosure with vents for ambient air transfer (NEMA 3R) Lockable door Cabinet systems include Type II lock option (standard for MX 400) Corrosion-resistant aluminum with stainless steel hardware
Solar	15 W at 45-degree tilt for optimal energy collection 12 VDC operation, solar sized to specific geographic location Includes 12-month Solar Power Report to ensure sustainability System designed for 5+ year battery life Replaceable, recyclable, sealed, maintenance-free AGM batteries offer the widest temperature range and longest life
Solar Dimensions & Weights	See solar power module dimensions

SOLAR MOUNT

Mount Color	Natural
Pole Size	4" - 4.5" OD Round



2.0-2.5"
Perforated Square Pole



2.38-2.88"
Diameter Round Pole



3.5-4.5" Diameter Round Pole



Side of Pole

CMH05C614A8

Access to Carmanah's solar sizing tool and the Solar Power Report is provided to you for informational purposes only. Carmanah expressly disclaims all representations and warranties with respect to such tool and report, including, without limitation, that they will meet your requirements, achieve any intended results, or be error-free. By using such tool and report, you agree and understand that solar simulations are estimates based on historical data only and cannot be relied upon as representations of future performance. Factors such as (without limitation): the presence of buildings, trees, and other obstacles; the direction of the installed solar panel; added third-party equipment; and any improper maintenance of solar panels and batteries, may dramatically affect our product's performance and lifespan. Your use of the solar sizing tool, Carmanah's website, and the report and other material generated by them, are subject to our Terms of Use, which can be found at <https://carmanah.com/policies/website-terms-of-use/>

The Bluetooth® word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by Carmanah Technologies is under license. Other trademarks and trade names are those of their respective owners. Android is a trademark of Google LLC.

Specifications subject to local environmental conditions, and may be subject to change.

All Carmanah products are manufactured in facilities that are certified to ISO quality standards. Carmanah and Carmanah logo are trademarks of Carmanah Technologies.



Traffic Safety Corp.

2708 47th Avenue
Sacramento, CA 95822, USA

<https://www.xwalk.com>

US: +1 888 446 9255
Worldwide: +1 916 394 9884

Bill To:

City of Ballwin
Ballwin, MO 63011
United States
jbottorff@ballwin.mo.us

Confirm To: Jim Bottorff

Quote

Section 10, Item b.

Customer Number: 02-QUOTEMO

Quote Number: 0120458

Quote Date: 11/29/2021

Expires On: 12/29/2021

Salesperson: Jennifer Kay

jennifer.kay@xwalk.com

Direct Line: 1-916-330-1081

Ship To:

City of Ballwin
Ballwin, MO 63011
United States

Notes: 636-227-2257

Ship Via
BEST WAY

Terms
Net 30 Days From Invoice Date

Item / Description	UOM	Qty Quoted	Price	Amount
Please advise Flash Time. Factory Default: 30 seconds. Options: 10, 20, 30, 45, 60, 90, 120, 150, 180, 240				

We do not have a resale certificate (exemption number) on file for you. Please submit your exemption/certificate number if you have one. Thank you!
U.S. customers only.

Freight Allowed
We Appreciate Your Business

Traffic Safety Warranty: https://www.xwalk.com/pages/sys_warranty.htm

Net Order: \$10,865.56

Freight: \$0.00

Sales Tax: \$0.00

Order Total: \$10,865.56 USD



Traffic Safety Corp.

2708 47th Avenue
Sacramento, CA 95822, USA

<https://www.xwalk.com>

US: +1 888 446 9255
Worldwide: +1 916 394 9884

Quote

Section 10, Item b.

Customer Number: 02-QUOTEMO

Quote Number: 0120458

Quote Date: 11/29/2021

Expires On: 12/29/2021

Salesperson: Jennifer Kay

jennifer.kay@xwalk.com

Direct Line: 1-916-330-1081

Bill To:

City of Ballwin
Ballwin, MO 63011
United States
jbottorff@ballwin.mo.us

Ship To:

City of Ballwin
Ballwin, MO 63011
United States

Confirm To: Jim Bottorff

Notes: 636-227-2257

		Ship Via			Terms
		BEST WAY			Net 30 Days From Invoice Date
Item / Description	UOM	Qty Quoted	Price	Amount	
SI-TS40S1130S1A Solar LED Flashing School Xing Sign, 30"x30" for Wireless Communication, w/Wired Activation (Sensor/Push Button Not Included), FYG, All (4) Same Channel	EA	4.000	\$2,478.39	\$9,913.56	
AC-4EVRBDSPFS-Y Yellow 4EVR Push-Button with Stainless Steel Button (frame and sign included)	EA	2.000	\$312.00	\$624.00	
SI-W16-7P-L Diagonal Downward Arrow Left 12"x24" Diamond Grade Fluorescent Yellow/Green. No hardware included	EA	2.000	\$82.00	\$164.00	
SI-W16-9P Rectangular "AHEAD" 12"x24" FYG. No hardware included	EA	2.000	\$82.00	\$164.00	

At time of order advise size/shape of pole. U channel will not work
POLE PRICE NOT INCLUDED IN THE QUOTE
BY MUTCD THE BOTTOM OF THE SIGN NEEDS TO 7" ABOVE GROUND.

Continued



Section 10, Item b.

2292 Airport Blvd.
Santa Rosa, CA 95403
Phone (707) 542-4547
Fax (707) 525-6333

Quote

Quote # 120921- 36

Submitted to:

Jim Bottorff
City of Ballwin Public Works
200 Park Dr.
Ballwin Park, MO, 63011
USA
jbottorff@ballwin.mo.us
Phone 636-227-9000

PRICING IS FOR A REPLACEMENT SYSTEM WITH 1 MASTER
AND 3 SLAVE SOLAR WIRELESS SIGN SYSTEMS

Reference: Ballwin MO Replacement of Spot Signs

Date:	Shipment:	Terms and Conditions:	Pricing Basis	
12/9/2021	FOB Santa Rosa	50/50 Discount pricing, SEE NOTE 6	MSRP	
Item	QTY	Model Number	Description	MSRP Total
1	2	LGS-PBA-R10-25-5x7	ADA 2" Push Button Assembly - R10-25 sign 5x7.75 NO LED	\$ 630.00
2	4	LGS-W11-2 B 30 FYG	Ped Sign w/o Crosswalk Lines & LED Enhanced Border	\$ 3,500.00
3	1	LGS-PLC-SE MASTER	Wireless Master - Standard Energy (minimum 55W, 100AH)	\$ 3,740.00
4	3	LGS-PLC-SE SLAVE	Wireless Slave - Standard Energy (minimum 55W, 100AH)	\$ 9,900.00
5	1	LGS-WMS UPGD KIT	Wireless Master Conversion Kit - 4 Slaves	\$ 500.00
6	1	LGS-SHIPPING	Estimated Shipping & Handling Charges	\$ 1,270.00
7	1	LGS 50/50 TERMS Discount	Discount for 50% Pre-Pay Order	\$ (910.00)

Total Including Shipping & Handling

\$ 18,630.00

Notes:

- Quote is subject to attached TERMS AND CONDITIONS OF SALE and may expire thirty (30) days from quote date.
- This offer excludes the following, but is not limited to: installation, poles, wire, miscellaneous mounting hardware, applicable sales tax, drawings, bonds, fees, permit fees or any other added fees.
- This product complies with U.S. Patent no. 6,384,742 awarded to LightGuard Systems, Inc. Use license is authorized for each system purchased.
-
- Shipping 6 weeks normally, after receipt of Order Confirmation - subject to change due to parts availability or special order.
- PAYMENT TERMS: 50% Due Upon Order 50% Due Upon Completed Order Ready To Ship. 50/50 terms are our best pricing and represent approx 5% discount off our standard prices.**
- Solar Powered Systems are designed to operate within the performance characteristics outlined in the attached solar calculation worksheet. If the actual electrical load exceeds that noted in the worksheet (% daily power consumption), then the customer is responsible to increase the power via additional solar panels &/or batteries as required.

Sher Paz

Date: December 9, 2021

(Quote tool version 2v136)

Sher Paz
Authorized Sales Agent
sher@lightguardsystems.com

TERMS AND CONDITIONS OF SALE

1. **QUOTES:** All quotes, bids, contracts, and orders are subject to final written approval by LightGuard Systems (LGS). Quotes will be honored for 30 days. After 30 days, pricing is subject to change. Applicable sales taxes are not included in quotes, and will be added to all orders at time of confirmation, unless the Buyer provides LGS with a tax exemption certificate at the time of order placement.
2. **PAYMENT TERMS:** Order payment terms are specified in each quote and cannot be changed without a new quote being issued. "50/50" terms require the first 50% payment received or postmarked within 5 business days of order confirmation to avoid production delays. The remaining 50% payment is due before order can ship. Delays of final invoice payment (funds not received within 20 days of invoicing) may result in equipment being released to other orders. "Prepay" terms require full payment received or postmarked within 5 business days of order confirmation to avoid production delays. Past due accounts will incur finance charges.
3. **MINIMUM ORDER:** Minimum system order accepted is \$3,000. Minimum replacement part order accepted is \$150.00.
4. **FREIGHT:** All prices are FOB Santa Rosa, CA. Shipment method/carrier will be determined at LGS' discretion.
5. **CANCELLATION CHARGES:** Confirmed orders are subject to a cancellation charge of 30%. Custom orders may not be cancelled.
6. **CHANGE ORDERS:** Confirmed orders may not be modified without acceptance and written approval by LGS.
7. **RECEIPT OF GOODS:** LGS shall not be liable for delays or failure in the fulfillment or performance of this contract if hindered or prevented, directly or indirectly, by labor disputes, orders of any governmental agency, national emergencies, sabotage, riots, conditions of war, inadequate transportation facilities, acts of God (such as fire, flood, windstorm, earthquake, hurricane, tornado), or any cause beyond the reasonable control of LGS.
8. **WORKMANSHIP:** All work completed by LGS is done in a workmanlike manner according to standard industry practices. A request by Buyer for any alteration or deviation of a product will incur additional charges over and above this formal quote, and will be executed only upon prior written authorization by LGS. LGS reserves the right to change/upgrade, without notice, product details or specifications, and/or substitute any product in a system it deems comparable due to lack availability or unexpected delays from its vendors.
9. **LIMITED WARRANTY:** See www.lightguardsystems.com/product-warranties for full LGS Limited Warranty policy. Summarized description below.
 Subject to the Conditions and Exclusions noted below, LGS warrants to the end user that each LGS product, when installed and operated under normal use and maintained according to the instructions furnished with the product, will be free from defects in materials and workmanship. LGS agrees that it will, at its option, either repair any such defect or replace the nonconforming product or part thereof with an equivalent replacement product or part at no charge to Buyer/end user for LGS-branded or LGS-supplied parts for the periods set forth below:
5 Year Limited Warranty - Rectangular Rapid Flashing Beacons (RRFB), LED Signs, and base plates for a period of 5 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
3 Year Limited Warranty - In-Roadway Warning Lights (IRWL), Bollards, Controllers, and related cabling, for a period of 3 years from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however.
1 Year Limited Warranty - Third party manufacturers' non-value added product such as batteries, enclosures, solar panels, push buttons, static signs, etc., for a period of 1 year from date of installation. Warranty period will never start later than 6 months after the date of purchase from LGS, however. If a third party manufacturers' standard warranty period is greater, that period will apply. In some cases, Buyer/end user may need to facilitate the warranty coverage directly with a third party manufacturer, rather than LGS. For Limited Warranty coverage outside the USA, contact your local LGS representative, as coverage may vary.
10. **CONDITIONS AND EXCLUSIONS OF WARRANTY:** See <https://www.lightguardsystems.com/company-info/product-warranties/> for full LGS Conditions and Exclusions of Limited Warranty. Summarized description below.
 All products must have been purchased from LGS or an authorized LGS Dealer. All LGS products are designed to function/operate as an integrated system. LGS does not warranty any of its products to function or provide any level of safety when directly integrated with non-LGS products/brands. Limited Warranty does not cover any product that has been subjected to damage/abuse, misuse, alteration, neglect, unauthorized repair or installation, connection to an improper power source, operation beyond its manufactured specifications and limits, improper site preparation, maintenance not in accordance with manufacturer instructions, or operation with components not supplied or approved in writing by LGS, including, but not limited to, buttons, switches, system wiring, and cabling, (see manufacturer installation instructions at www.lightguardsystems.com/installation-manual). Limited Warranty is void if the product has been subjected to adverse conditions, or otherwise operated outside its specified environment. Limited Warranty does not cover the finish or non-functional appearance of any product. Buyer, if different than end user, shall be solely liable to the end user for the condition of the products as installed. Buyer is also required to provide the end user with all documentation related to this Limited Warranty as well as these Terms and Conditions.
11. **DAMAGES:** Buyer and end user agree to save and hold LGS harmless from any and all liability, loss, and expense, including attorney's fees, arising out of or in connection with any Buyer offered warranties. In no event shall LGS be liable for loss, damage, or expense directly or indirectly arising from the use of the product, or from any other cause, except as expressly stated in the Limited Warranty. LGS is not liable for, and Buyer expressly waives any right of action it has or may have against LGS for any consequential or special damages arising out of any breach of warranty, express or implied. LGS will not be liable for payment of any expenses incurred by Buyer or end user for facilitation of warranty replacement, including but not limited to, shipping, travel, and/or installation costs. LGS is not liable for any damage done by unauthorized repair, replaced components, from misapplications of the product and any of its components, or for damage due to shipping, accidents, abuse, negligence, or acts of God.
12. **VALIDITY:** If any provision of these Terms and Conditions of Sale are found to be invalid or unenforceable, the remaining provisions shall not be affected and will remain fully enforceable.
13. **JURISDICTION AND VENUE:** Any questions, claims, disputes, or litigation arising from or related to Buyer's Purchase Order, shall be held in Sonoma County and governed by the laws of California, without regard to the principles of conflicts of law. If after good faith negotiations an agreed upon resolution cannot be reached, non-binding arbitration is to be held in Sonoma County, California. The arbitration will comply with, and be governed by, the provisions of the California Arbitration Act, sections 1280 through 1294.2, of the California code of Civil Procedure. Arbitration costs will be borne in a proportion determined by the arbitrator.

Section 10, Item b.

See latest date

Missouri
Google Street View

