



## REPORT TO CITY COUNCIL

**TO: The Honorable Mayor and Members of the City Council**

**FROM: Debra Irvin, City Manager**

**DATE: November 10, 2020**

**SUBJECT: Case No. ED20-04 – A Referral to ED Commission:** A request from TMK Realty to participate City's Façade Program – to obtain reimbursement for the purposed improvements to 8233 Airport Road, in the City of Berkeley, St. Louis County, Missouri.

We have investigated the Subject item, above, and present the following as our findings:

### **KEY POINTS:**

- The owner has been a long-time business owner in the City of Berkeley
- Over the past three years he has invested in the exterior maintenance of his other properties
- The subject property is full-occupied and is in need to parking; the entire parking lot will be repaired under this grant funding.

### **OBJECTIVE:**

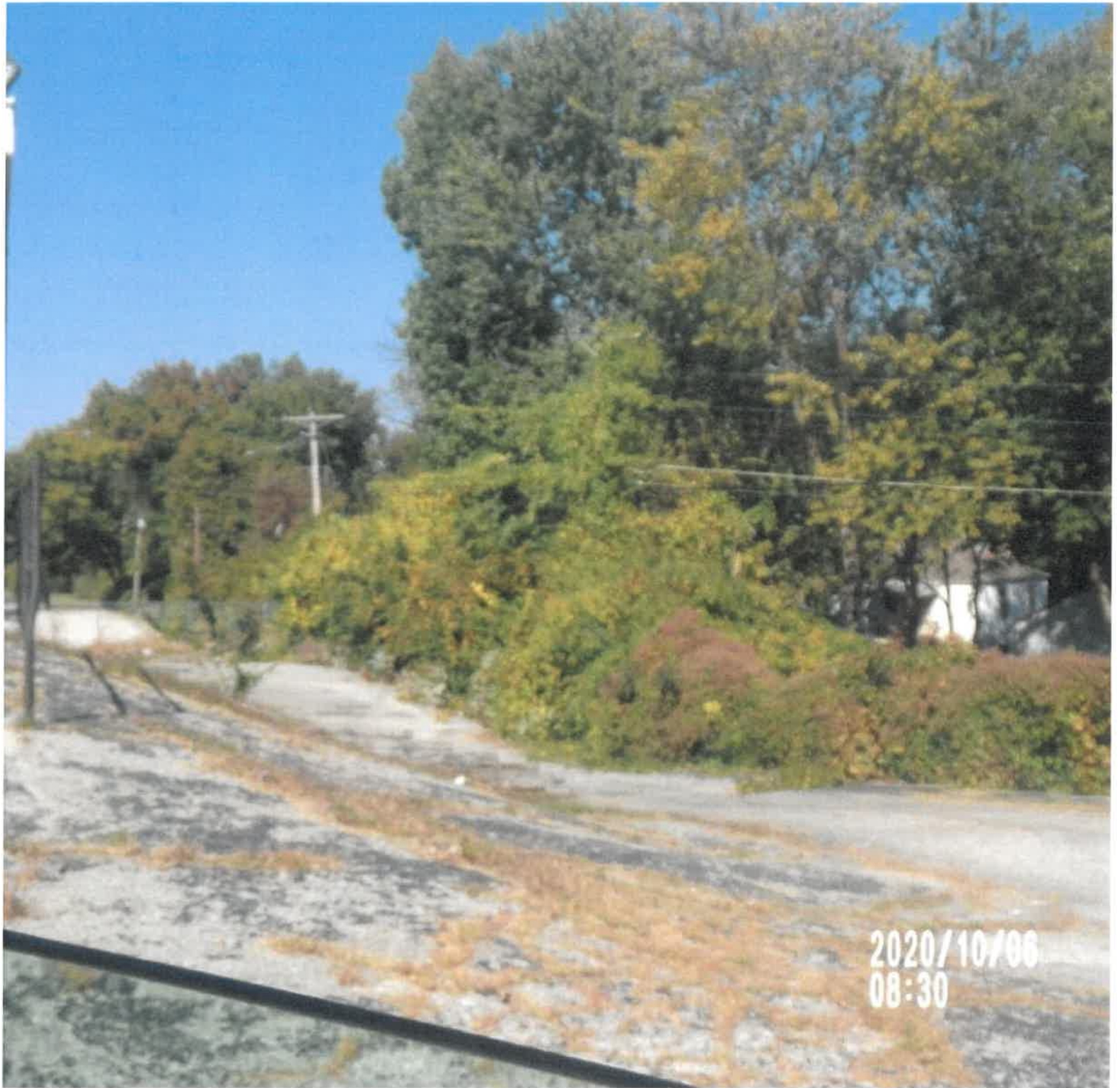
Referral to the Economic Development (ED) Commission for review and consideration of approval. The ED Commission will send their results back to the City Council.

### **SUPPORTING DOCUMENTS**

Façade Application

Site Photo – Google Earth

Respectfully Submitted,





LINA'S ESPRESSO  
Chinese Restaurant

10-80  
TaxStop

Blue banner with illegible text

2020/10/06  
08:29



**CITY OF BERKELEY  
Commercial Façade Improvement Grant Application**

**REQUIRED SUBMITTALS WITH APPLICATION:**

1. Current digital photos of all building facades visible from the public right of way which will receive improvements
2. A schematic drawing with enough detail to depict the proposed improvements
3. Signed vendor contract(s) with detailed costs for each proposed improvement (excluding ineligible portions of improvements, e.g. lettering on awnings)
4. Consent from the building owner for proposed improvements, by signature on the attached form
5. Completed IRS Form W-9 Request for Taxpayer Identification Number and Certification
6. Projected sales tax\* and/or property tax for the three years following the completion of the improvements covered by the grant.
7. A narrative as outlined below:
  - a. Description of proposed façade work including information about the proposed building materials and methodology for proposed changes.
  - b. Description of your business and the related industry.
  - c. Features and advantages of your product and how improvements sought will improve the business and/or City.
  - d. Credentials and experience of business owner.
  - e. Any unusual or expected difficulties or hardships in making the proposed improvements.

*\*Please note that if you are awarded a grant, you must submit actual sales tax receipts for the three consecutive years following the completion of the improvements shall be provided to the City with reimbursement certification.*

**BUSINESS OWNER INFORMATION**

Business Owner Name: TMK Realty

Home Address: Thomas Kiely, PO BOX 210299, St Louis MO 63121

Business Name: TMK Realty

Business Address: 8233 Airport Road (site for funding)

Business Phone: (314) 365-1145 Fax Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email Address: liquordocor@gmail.com

If tenant, what is the expiration date of your current lease? NA

If buyer under contract or tenant, who is the property owner?

Property Owner Name: NA

Property Owner Address: \_\_\_\_\_

Property Owner Phone: \_\_\_\_\_

Property Owner Fax: \_\_\_\_\_

Property Owner E-mail: \_\_\_\_\_

**DESCRIPTION OF PROPOSED IMPROVEMENTS**

Mill and Pave & strip Parking lot installing 25 tons of asphalt leveling surface mix. The new asphalt will be 2" thick with SS-1 primer.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ITEMIZED ACTIVITY DESCRIPTION**

**COST**

Mill and Pave Parking Lot -8233 Airport Road \_\_\_\_\_

\$19,900 \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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_____	_____
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**TOTAL PROJECT COST:** \$19,900

**AMOUNT OF GRANT ASSISTANCE REQUESTED:** \$10,000

**APPLICATION CERTIFICATION**

I, the undersigned, certify that I have read the program description and requirements for the City of Berkeley Façade Improvement Grant Program. I certify that all information provided herein is true and accurate to the best of my knowledge. I understand that the improvements described in this application must receive all required permit approvals from the City of Berkeley prior to the commencement of construction.

Furthermore, I, the undersigned, my successors and assigns, hereby agree to save and hold harmless the City of Berkeley and any of its employees, officers and directors from all cost, injury and damage to any person or property whatsoever, any of which is caused by an activity, condition or event arising out of the performance, preparation for performance or nonperformance of any project improvement included in my grant application. The above cost, injury, damage or other injury or damage incurred by or to any of the above shall include, in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. I understand that if my business closes or moves out of the City of Berkeley within 5 years I will be required to repay the City in an amount as described on page 4 of the grant packet guidelines.

Thomas Kiely  
Applicant Name (PRINT)

Applicant Signature

10/23/2020  
Date

**CONSENT FROM PROPERTY OWNER (Required if different from Applicant)**

Same  
Property Owner Name (PRINT)

Property Owner Signature

Date

\*\*\*\*\*Office Use Only\*\*\*\*\*

Application is: \_\_\_\_\_ Approved

\_\_\_\_\_ Denied

Finance Director

Date

Economic Development Coordinator

Date



October 21, 2020

Attn: Tom Kiely  
**Tom Kiely**  
8233 Airport Rd  
Berkeley, MO 63134

**Project Name**

8233 Airport Rd  
8233 Airport Rd  
Berkeley, MO 63134

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

## Overlay

1. In order to make sure that the new surface meets existing surfaces flush, we will remove existing pavement where it meets utility lids, concrete aprons, dumpster pads etc to create the smoothest transition possible.
2. Clean loose material and vegetation from area to be paved and prime with SS-1 primer.
3. The area under consideration for new asphalt surface comprises approx. square feet.
4. **PrePave Leveling**: Our firm will level low and depressed areas by installing **25 tons** of asphalt leveling surface. This is a very important process that will enable minimization of standing water.
5. 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 trip(s).
6. All areas will be barricaded before, during and after this project.
7. **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: \$19,900.00

## Line Striping

1. Our firm will restripe the parking lot area as per the existing layout.
2. All work will be performed so that there is minimal interruption to your facility.
3. If sealcoating, we will stripe parking area after the sealcoating material has cured.
4. **Concrete Wheel-Stops**: This proposal includes the setting aside and re-pinning 9 concrete wheel-stops. We will do everything possible not to damage any wheel-stops, however if they are currently damaged moving them will cause possible future damage, of which will be an additional charge.

Total Price for this item: \$730.00

## Wheelstops

1. Discard and Install 9 new concrete wheels tops

Total Price for this item: \$1,390.00



**Overlay Map**



**Notes:**

# Price Breakdown: 8233 Airport Rd



Please find the following breakdown of all services we have provided in this proposal. This proposal originated on October, 21, 2020.

Item	Description	Cost
1	Overlay	\$19,900.00
2	Line Striping	\$730.00
<b>Total</b>		<b>\$20,630.00</b>

## Optional Services:

Item	Description	Cost
1	Wheelstops	\$1,390.00
<b>Total:</b>		<b>\$1,390.00</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.

## Payment Terms

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

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

Tom Kiely / .  
Tom Kiely  
8233 Airport Rd  
Berkeley, MO, 63134  
[tkliquordoctor@gmail.com](mailto:tkliquordoctor@gmail.com)  
C: 314-365-1145  
O: 314-365-1145

Jared McCunn | Estimator  
Ford Asphalt Co., Inc.  
13164 Taussig Ave  
Bridgeton, MO, 63044  
[jmccunn@fordasphalt.com](mailto:jmccunn@fordasphalt.com)  
C: 314-280-5268  
P: 314-291-2600  
F: 314-291-5622  
<http://www.fordasphalt.com>



## 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, 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 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 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.

## Pavement Repair | Owner Responsibility & Conditions

# Proposal: 8233 Airport Rd



1. **Rain:** If it's raining the day of scheduled service, assume we aren't coming and we will contact you to reschedule as soon as possible. If it rains after our installation, please contact your representative. We monitor the weather closely and can generally predict this very well. In the event that an unexpected storm happens, we will touch up any areas where sealer has not bonded.
2. **Sprinklers:** should be off 24 hours prior until 48 hours after service. Avoid lawn cutting during this same period of time. The surface must be dry for our arrival. Areas where the newly sealed pavement is wet may wear prematurely.
3. **Site Services:** The property is responsible to notify all landscapers and garbage companies to not show on the area of work the day we are performing work. In the event of a reschedule due to unforeseen conditions, you are required to let all service providers know about the change.
4. **Barricaded Parking Lot:** It is vital that all vehicles are removed from our area of work no later than 7:15 am, unless otherwise agreed. As you can imagine, our project costs are based on the property having all cars, people and objects off the area of work. Tow Trucks need to be arranged 5 days prior to the start of any work and must be on call to remove cars from the scheduled work zone. If any cars are left on the area of work, we cannot be held responsible for any damage to the vehicles.
5. **Driving on Surface:** Once you start driving on paved/sealed surface, avoid turning your wheels unless your car is moving. We understand this may be difficult to do, but understand that when wheels are turned on a freshly paved/sealed asphalt surface, scuffing and turn marks will be evident, *no worries, in time they will blend in with surrounding surface.*

## 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. **NOTE: This proposal may be withdrawn by us if not accepted within 20 days.**
6. The cost of and obtaining of all permits, bonds, stakeouts, cut sheets, layout engineering, testing, etc. are excluded.
7. 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.
8. 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.
9. **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.**
10. **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.
11. 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.

# Attachments

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Please click any of the links below to view and print all documents.

## Company Attachments

[Certificate of Insurance](#)

[W-9](#)