



MEETING OF THE
ADMINISTRATION/PUBLIC WORKS COMMITTEE
Tuesday, January 10, 2017 at 6:00 p.m.
Community Room – 16860 Main Street

- I. Roll Call
- II. Approval Of Minutes (December 6, 2016 Meeting)

Documents:

[DRAFT DECEMBER MEETING MINUTES.PDF](#)

- III. Public Participation

- IV. Administration

- A. For Information

- 1. Financial Update (Wards – All)

- B. For Action

- 1. Proposed Codification Update (Wards – All)

Documents:

[PROPOSED CODIFICATION UPDATE.PDF](#)

- 2. Employee Policy On Political/Public Policy Matters (Wards – All)

Documents:

[EMPLOYEE POLICY ON POLITICAL AND PUBLIC POLICY MATTERS.PDF](#)

- 3. St. Louis County Board Of Election Commissioners – New Services Offered (Wards – All)

Documents:

[ST. LOUIS COUNTY ELECTION BOARD - NEW SERVICE.PDF](#)

- V. Public Works

- A. For Information

- B. For Action

1. Update To The Wildwood Town Center Sanitary Sewer Study (Ward One)

Documents:

[UPDATE TO THE WILDWOOD TOWN CENTER SANITARY SEWER STUDY.PDF](#)

2. Proposed Project Application(S) For Federal Funding (Wards - All)

Documents:

[PROPOSED PROJECT APPLICATION\(S\) FOR FEDERAL FUNDING.PDF](#)

3. Woods Road Bridge Replacement – Construction Contract And MoDOT Agreement (Wards One And Six)

Documents:

[WOODS ROAD BRIDGE REPLACEMENT - CONSTRUCTION CONTRACT AND MODOT AGREEMENT.PDF](#)

VI. Items Not Ready For Action

A. Proposed Acoustical Imagery (Ward Eight)

B. Added Right-Of-Way Maintenance And Beautification Measures (Wards – All)

C. Meadows Of Wildwood Public Street Dedication Petition (Ward One)

VII. Other

VIII. Next Meeting: Tuesday, February 7, 2017

IX. Adjournment

If you would like to submit a comment regarding an item on this meeting agenda, please visit the [Form Center](#).

The Council Administration/Public Works Committee Will Consider and Act upon the Matters Listed above and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

Notice Is Hereby Given That the Council Administration/Public Works Committee May Also Hold A Closed Meeting for the Purpose of Dealing with Matters Relating to One or More of the Following: Legal Actions, Causes of Action, Litigation or Privileged Communications Between the City's Representatives and its Attorneys [RSMO 610.021(1)1994]; Lease, Purchase or Sale of Real Estate [RSMO 610.021(2) 1994]; Hiring, Firing, Disciplining or Promoting Employees by a Public Governmental Body [RSMO 610.021(3)1994]; Bidding Specification [RSMO 610.021(11)1994]; And/or Proprietary Technological Materials [RSMO 61-.021(15)1994].

The City of Wildwood will provide reasonable accommodations for persons attending Administration/Public Works Committee Meetings. Requests for reasonable accommodations should be made by contacting Laura Rechten, Deputy City Clerk at 636-458-0440 or email at laura@cityofwildwood.com at least 48 hours prior to the start of the meeting.



WILDWOOD®

Administration/Public Works Committee
Record of Proceedings - Draft
Tuesday, December 6, 2016 at 6:00 pm
City Hall Community Room at 16860 Main Street

I. Welcome and Roll Call

The meeting was called to order at 6:27 pm. A voice roll call was taken with the following results:

Committee Members in Attendance:

Chair Joe Garritano
Council Member Sue Cullinane
Council Member Ed Marshall
Council Member Larry McGowen
Council Member Jerry Porter

Committee Members Absent:

Council Member Katie Dodwell
Council Member Debra McCutchen
Council Member Greg Stine

Staff Members in Attendance:

City Administrator Ryan Thomas
Director of Public Works Rick Brown
Meeting Recorder Carla Patrick

II. Approval of Meeting Minutes from October 22, 2016

Chair Garritano inquired as to any proposed changes to the minutes of the last meeting held on October 25, 2016, and without such, Council Member Cullinane made a motion for approval of the minutes. Council Member McGowen seconded the motion. A voice vote was taken with all in favor.

MOTION APPROVED

III. Public Participation

IV. Administration

A. For Information

1. Financial Update (Wards – All)

The Sales Tax Receipts report was provided for Committee Review with both monthly and quarterly trends included. City Administrator Thomas reported that three of last four months were down. Year End Actual 2016 should reach the Budget amount, but may fall short of Actual 2015. Retail receipts are changing with the increasing popularity of online shopping. Responding to inquiry as to how this source was budgeted for next year, he said the Budget reflects a move back to 2014 Actual, since that was the new calculation basis for pool tax.

B. For Action

None

V. **Public Works**

A. **For Information**

None

B. **For Action**

1. **Shared Maintenance Agreement with Windsor Crest HOA (Wards – One)**

City Administrator Thomas explained that Windsor Crest has public streets, but the alleys behind the residences are privately maintained. This is a small area, so it is not cost effective to maintain it separately. Windsor Crest HOA Trustee, Jim Van Nest proposed that they maintain ownership and other maintenance, but the City will take over plowing and salting duties while doing the public roads therein. In exchange, Windsor Crest will maintain the City's landscaping areas, which are bordering their subdivision. Costs for this proposal were presented.

The Committee discussed the merits of this proposal. Liability issues are covered through the contractor contract. Further details will be set forth within the agreement. It was asked if there are similar agreements with other subdivisions and/or does this set the precedence. City Administrator Thomas says the precedence is that this is within Town Center, where most streets are public, but these alleys were not. It was noted that the City should be prepared for other exception requests in the future. Director of Public Works Brown noted the impact of this precedence for additional alleys in upcoming construction Trustee Van Nest reported that Windsor Crest is currently watering areas which do not belong to them, as the irrigation system was connected as such.

Council Member McGowen motioned to forward to Council Work Session a recommendation for entering into a cooperative agreement with the Windsor Crest HOA to exchange maintenance responsibilities. Council Member Cullinane seconded this motion. A voice vote was taken with unanimous support. **MOTION APPROVED**

2. **Review of Construction Inspection Services Proposal (Wards – All)**

Director of Public Works Brown reported that this is an annually renewed contract. Five firms responded to the bid request. He recommended continuing with Cochran, as they are most experienced with MoDOT materials testing requirements. The cost is dependent upon how many capital projects are in play. The Committee requested the cost from last year. Another question was whether the Cochran staff assigned to the City would be the same as have previously worked on City projects. This was answered that per the provided Request for Qualification, yes.

Council Member Marshall motioned for approval of contracting with Cochran, but must include last year's costs as reference. Council Member Cullinane seconded this motion. A voice vote indicated unanimous support. **MOTION APPROVED**

3. Review of Ward 5 Traffic Calming Study Proposal (Ward – Five)

This issue was postponed after discussion at this month's Board of Public Safety.

Council Member Marshall motioned for indefinite postponement. Council Member McGowen seconded this motion. A voice vote was taken with unanimous support.

MOTION APPROVED

4. Discussion of Added Right-of-Way Maintenance and Beautification Measures (Wards – All)

Areas discussed included the Highways 100/109 intersection, the Highway 100 median landscaping and the continuation of the Great Streetscapes style westward to Highway 109. The City would coordinate and clarify with MoDOT as to their plans and responsibilities. Other enhancement suggestions included adding the wording "Wildwood" to the Pedestrian Bridge, defining the Community Park entrance, and enhancing the Highway 100 median from Town Center to west of Highway 109. MoDOT plans include renovating the Highway 109 overpass traffic bridge, so the opportunity there must be addressed timely. It was noted that the Mayor had suggested adding botanicals around the current Wildwood signs, but concerns regarding effective watering could make this challenging.

VI. Items Not Ready for Action

- A. Proposed Codification Update (Wards – All)
- B. Employee Policy on Political/Public Policy Matters (Wards – All)
- C. Proposed Acoustical Imagery (Ward Eight)
- D. Update to the Wildwood Town Center Sanitary Sewer Study (Ward One)

VII. Other

In response on an inquiry as to whether the snow removal tips and reminders were out yet, City Administrator Thomas said that the reminders will be included in upcoming newsletters and social media postings.

VIII. Next Meeting: Tuesday, January 10, 2017

IX. Adjournment

Motion to adjourn was made by Council Member Marshall and seconded by Council Member Cullinane. All members were in agreement, so meeting adjourned at 7:04 pm.



MEMORANDUM

To: Administration/Public Works Committee Members
Cc: Mayor Bowlin and other City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 6, 2017

Re: Proposed Codification Update

Background:

Sullivan Publications has been the City's vendor for maintaining its Municipal Code online and in printed form, and is routinely provided updates from the City Clerk as new legislation is passed by the City. However, a full, comprehensive review of the Municipal Code has not occurred since 1997, and would be particularly helpful to do in close coordination with the upcoming City Charter review.

At the September 7, 2016 Meeting of the Administration/Public Works Committee, it was recommended that the City enter into an agreement with Sullivan Publications, Inc. for the total sum of \$14,700, to complete a full, comprehensive review of the Municipal Code, but to obtain other proposals before taking the agreement forward to the full City Council.

There are two primary vendors that provide this service for our region, Sullivan Publications and MuniCode, and MuniCode has now provided a proposal for an equivalent scope work for the total sum of \$13,900, \$800 less than Sullivan Publications.

Recommendation:

It is recommended that the City enter into an agreement with Sullivan Publications, Inc. for the total sum of \$14,700.

Reasons for Recommendation (Vendor):

1. The City has been very satisfied the performance and service quality of Sullivan Publications, our current vendor.
2. The Sullivan Publications online user interface is already linked to the City website and is easy to navigate.
3. The cost difference is not significant enough to consider a change, considering the performance, product quality, an existing work product of Sullivan Publications.
4. Although comparable rates are identified in the proposals, if the City were to change to MuniCode, it is unclear whether the actual costs for continuing support services would be more or less than that provided by Sullivan Publications.

Planning Tomorrow Today®

Reasons for Recommendation (Project):

1. For the identification of duplications, conflicts and inconsistencies between or within various sections of the Code and Charter.
2. For the identification of duplications, conflicts and inconsistencies with Missouri statutes.
3. For the identification of recommended code language to replace outdated provisions or to make City legislation more enforceable.

I will be available for any comments or questions at the January 10, 2017 Meeting of the Administration/Public Works Committee.

RST



MEMORANDUM

To: Administration/Public Works Committee Members
Cc: Mayor Bowlin and other City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 6, 2017

Re: Employee Policy on Political/Public Policy Matters

Background

Currently, the City Charter, City Code and Handbook of Personnel Policies and Procedures all have provisions prohibiting employees from participating in certain political matters as follows:

City Charter Section 11.3 – Political Activity

No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. All employees may exercise their rights as private citizens to express opinions and, if registered qualified voters in Wildwood, to vote in any City election. Political affiliation, participation or contribution shall not be considered in making any City employment decision. No City officer, board member, Council member, commission member or employee shall use official authority or official influence for the purpose of interfering with or affecting the result of an election to City office. No City officer, board member, Council member, commission member or employee shall directly or indirectly coerce, attempt to coerce, command, advise or solicit a City employee to pay, lend, or contribute anything of value to a committee, organization, agency or person for the political or electoral purposes of any candidate for City office.

City Code Section 115.170 – Municipal Political Activity Prohibited (City Administrator)

The City Administrator shall not use official authority or influence for the purpose of interfering with any election. While retaining the right to vote as he/she pleases, he/she shall take no active part in any political campaign or lend support to or oppose the candidacy of any person seeking elective office in the City of Wildwood.

Handbook of Personnel Policies and Procedures Section 4.4 – Political Activities

- a. City employees may exercise their rights as private citizens to express opinions and, if qualified, to vote in all elections.
- b. No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. In addition, City employees are also prohibited from soliciting, selling, or handling any political contributions, or from displaying any political badges, buttons, or signs related to any political election or issue on their persons while on City business or property.
- c. While political bumper stickers and posters may be displayed on private vehicles parked in employee areas, such material, pamphlets and buttons may not be displayed on City vehicles or City property.

Planning Tomorrow Today®

As you will note, the current provisions in the City Charter, City Code and Handbook of Personnel Policies and Procedures are very specific to prohibiting involvement in the political campaign of candidates for City office, and do not specifically prohibit involvement in general matters of a political nature. In surveying other areas municipalities, their respective codes or policies have very similar language.

If desired, additional language could be incorporated into the attached Employee Conduct Chapter of the Handbook of Personnel Policies and Procedures or another policy document, which would expand and/or better define prohibited employee conduct related to political or public policy matters. However, there would be a number of factors to consider in developing said language, such as an employee's first amendment right to express their opinion as a private citizen and the nature of a specific employee's job function to provide (or not provide) their professional opinion on certain matters.

If the Committee wishes to pursue this matter further, I will request the City Attorney to develop appropriate language to address other political/public policy matters, and present that information at the February 7, 2017 Committee Meeting.

I will be available for any comments or questions at the January 10, 2017 Administration/Public Works Committee Meeting.

RST

Chapter 4

EMPLOYEE CONDUCT

- Article I. Conduct on the Job**
- Article II. Anti-Discrimination and Anti-Harassment Policies**
- Article III. Use of Equipment/City Property**
- Article IV. Drug and Alcohol Requirements**

ARTICLE I. CONDUCT ON THE JOB

Section 4.1 Code of Ethics

As an employee of the City, the safety and welfare of the citizens of the community is central to your mission. All employees are expected to uphold the highest standards of conduct, representing the City in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment as determined by their position and supervisor. Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, employees must avoid engaging in: activities which create or imply a conflict of interest; activities which create or imply an appearance of impropriety; dishonesty; unauthorized use of City funds or property; inappropriate use of influence relative to their position; or other improprieties of a similar nature.

Violations of this policy may be grounds for disciplinary action, up to and including termination.

A. Standards of Conduct

1. No city employee who seeks appointment or promotion to any City position shall, directly or indirectly, give anything of value to any person to secure such employment.
2. City employees shall not grant special consideration, treatment or advantage to any person beyond that which is available to every other person.
3. City employees shall cooperate fully in any criminal or administrative investigation, unless to do so would violate a constitutional right.
4. City employees shall use good judgment in releasing information, and whenever there is any doubt about confidentiality, shall submit the request for information to the City Administrator for a response. In general, matters pertaining to personnel and litigation are not public information.

B. Conflicts of Interest

1. No employee shall accept or be influenced in their duties by an offer of any payment, gift or favor from any source other than their regular compensation from the City. It is particularly important that employees refrain from accepting gifts where it might be construed as evidence of favoritism or unfair advantage relative to any supplier or vendor. These limitations are not intended to prohibit the acceptance of:
 - a. small gifts of no significant value, such as pens, pencils, note pads and other items which can be used in the performance of work duties, and
 - b. non-alcoholic consumable articles such as food, of no significant value, that can be shared equally on the City premises by all employees.
2. No employee shall engage in any business or transaction or have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of their official duties.
3. City employees who have a financial or other private interest in any proposed City legislation shall immediately disclose the nature and extent of such an interest to the City Administrator.
4. No employee shall use, or permit the use of, City property or equipment for any purpose except the conduct of City business unless given express permission by their Department Head with the approval of the City Administrator, or the City Administrator.
5. No employee shall engage in any private business or activity while on duty. No employee shall engage in or accept private employment or render any service for private interest when such employment or service is incompatible with or creates a conflict of interest with their official duties, creates the appearance of impropriety, or interferes with their work performance as a City employee.
6. No employee shall accept outside employment without first notifying in writing the City Administrator. Each change in outside employment requires a separate notification. This is necessary to avoid any potential conflict of interest.

C. Endorsements and Referrals

1. Employees of the City are often in positions of influence and are asked for referrals to recommend products and services. While employees may discuss names of the City's suppliers, employees shall provide only objective information regarding suppliers: the name of the supplier; the service, work or items provided; and the dates on which the service or work occurred.

2. No products or services shall be commercially endorsed by the City or any employee serving in their official capacity. This prohibition extends to testimonials or advertisements that use the individual's name, official title, likeness, or any other characteristic identifying them as an employee of the City.

Section 4.2 Work Rules

The orderly and efficient operation of the City government requires that employees adhere to uniform work rules and high personal standards of conduct at all times. Any employee who fails to maintain proper standards of conduct or who violates any of the following work rules will be subjected to disciplinary action, up to and including termination.

The conduct listed below is illustrative and intended to provide employees with examples of prohibited conduct. Subsections A and B are by no means exhaustive lists of the obligations of City employees.

- A. The following is a list of work rules applicable to all employees.
 1. Employees must be at their appointed work place on time and actively work for the duration of their work schedule.
 2. When employees are unable to report for work due to illness or other justifiable cause, they must report their absence to the City Administrator and/or the Department Head as soon as possible in advance of or at the beginning of their work shift. In the absence of directly notifying the Department Head and/or City Administrator, the employee shall make every effort to personally notify the receptionist.
 3. Where applicable, employees must wear and make use of prescribed safety equipment.
 4. Employees must immediately report any on-the-job injury or accident to their supervisor.
 5. Basic tact and courtesy toward the public and employees.
 6. Adherence to policies, procedures, safety rules, and safe work practices.
 7. Compliance with directions from supervisors.
 8. Preserving and protecting City equipment and facilities.
- B. The acts listed below are examples of prohibited employee conduct:
 1. Having intoxicants, narcotics, illegal drugs, or alcohol in an employee's system or possessing or consuming intoxicants, narcotics, illegal drugs or alcohol during the work day, including lunch periods and other breaks (with the exception of the

consumption of alcohol at a City-sponsored function to which the employee has specifically been invited).

2. Stealing or negligently damaging property belonging to others.
3. Unauthorized use of City equipment or facilities for purposes other than City business.
4. Conducting illegal or improper acts on or off City premises that affect the employee's relationship to their job, fellow employees, or supervisors, or adversely affect the City's services, property, or reputation in the community.
5. Interfering with the performance of other employees' jobs or engaging in any interruption of work.
6. Neglecting one's own job duties and responsibilities, or refusing to perform work assigned.
7. Bringing firearms onto City property.
8. Falsifying any reports or records, including, without limitation, personnel, time cards, absence, accident, Workers' Compensation, and production reports and records.
9. Violating any safety rule or practice, or engaging in any conduct which tends to create a safety hazard.
10. Removing from the premises, without proper written authorization, records, City property, or other materials.
11. Behaving violently or abusively.
12. Leaving the scene of an accident in which the employee, while on duty, is involved or is a witness.
13. Improper use of the City's electronic and telephone communications systems or the Internet.
14. Engaging in harassing behavior or acting in any fashion that violates the City's anti-harassment policies.
15. Misrepresentation of information in connection with any absence from work or application for an employment benefit.
16. Failure to maintain the confidentiality of City records, under the Missouri Sunshine Law, Chapter 610, RSMo. Any questions regarding the confidentiality of a record shall be referred to an appropriate official; e.g., City Clerk or City Attorney.

17. Any act of dishonesty or any act that causes the City to be unable to invest trust or confidence in any employee.
18. Insubordination or other disrespectful conduct, including, but not limited to, refusal to obey a direct order or instruction from a supervisor, failure to perform job duties, verbal abuse, or exhibiting a derogatory attitude toward a supervisor.
19. Improper, careless, negligent, reckless, destructive or unsafe use or operation of City equipment (including any City vehicles).
20. Any conduct or behavior that violates the City's Code of Ethics policy.
21. Excessive, unexcused, or unexplained tardiness and/or absenteeism or any unauthorized leave; failure to advise of an absence or tardiness in advance, if anticipated, or failure to notify promptly if not anticipated.
22. Administering City programs in any fashion contrary to the City's EEO Policy Statement (See Article IV, Section 2.6).

Section 4.3 Outside Employment

- A. Employees of the City may hold an outside job. However, employees shall not, directly or indirectly, engage in any outside employment or financial interest which may conflict in the City's opinion, with the best interest of the City or interfere with the employee's ability to perform their assigned job. Examples include, but are not limited to, outside employment that:
1. prevents the employee from being available for work beyond normal working hours, such as during emergencies or peak work periods, when such availability is a regular part of the employee's job;
 2. is conducted during the employee's work hours;
 3. utilizes the City's telephone, computers, supplies or any other resources, facilities or equipment;
 4. involves employment with a firm that has contracts with or does business with the City; and/or
 5. may reasonably be perceived by members of the public as a conflict of interest or otherwise discredits public service.
- B. An employee who chooses to have an additional job, contractual commitment, or self-employment may do so after providing written notification to the City Administrator before accepting such employment. Such notification should provide sufficient information to explain how the job relates to their City employment. Employees may engage and continue to engage in such outside employment so long as it does not violate one of the above provisions or adversely affect the performance of the employee's City

job. The City Administrator may require the employee to take whatever action is deemed necessary to eliminate further interference. In addition, depending on the situation, the employee may be subject to disciplinary action, up to and including termination.

- C. Any injury or illness sustained in the course of outside employment will not be covered by the City's Workers' Compensation policy. It will be the judgment of the City's third party administrator for Workers' Compensation whether such injury or illness will be covered by the City's policy or referred to the outside employer as a Workers' Compensation case.

Section 4.4 Political Activities

- A. City employees may exercise their rights as private citizens to express opinions and, if qualified, to vote in all elections.
- B. No City employee shall solicit any contribution for the campaign fund of any candidate for Wildwood City office or take part in the political campaign of any candidate for City office. In addition, City employees are also prohibited from soliciting, selling, or handling any political contributions, or from displaying any political badges, buttons, or signs related to any political election or issue on their persons while on City business or property.
- C. While political bumper stickers and posters may be displayed on private vehicles parked in employee areas, such material, pamphlets and buttons may not be displayed on City vehicles or City property.

Section 4.5 Solicitation

- A. Employees are prohibited from distributing literature and/or soliciting for any for-profit purpose during work hours (including break and meal periods) on City premises. Department Heads may grant their employees permission to distribute literature and/or solicit contributions for charitable organizations/purposes if the action is deemed positive to employee morale and if the action does not interfere with employee work time.
- B. Persons who are not employees of the City of Wildwood are prohibited from distributing literature and/or soliciting City employees or others on City premises during employee work hours without prior consent of the City Administrator at his/her sole discretion. In general, consent will only be granted for activities deemed to be conducted in connection with City business.

Section 4.6 Appearance (Dress Code)

- A. Employees of the City of Wildwood are required to present a neat and professional appearance. This applies, in general, not only to day-to-day business activity, but also to relations with others outside the immediate workplace in business contexts. Employees are expected to exercise mature discretion in appearance, dress, and demeanor.

- B. Appropriate attire depends to some extent on the nature of an individual's job and job duties. Therefore, it is not possible to list every article of clothing that is either appropriate or inappropriate. Questions as to the appropriateness of apparel or appearance should be directed to the employee's Department Head and/or the City Administrator.
- C. The City of Wildwood reserves the right to determine if an employee's attire is not in keeping with this policy, and if so, the employee may be asked to return home to change to proper attire. If the employee does not correct the situation, or if violations recur, disciplinary action, up to and including termination, may be taken.

Section 4.7 Smoking Policy

It is the policy of the City to enforce local ordinances and state laws that restrict smoking in public places to posted, designated smoking areas. For health and safety considerations, the City prohibits smoking by employees in all facilities, including City-owned buildings, vehicles and offices or other facilities rented or leased by the City, including individual employee offices.

ARTICLE II. ANTI-DISCRIMINATION AND ANTI-HARASSMENT POLICIES

Section 4.8 Policy Against Disability Discrimination

The City of Wildwood does not discriminate against qualified persons who have a disability. The City will provide reasonable accommodation when possible to qualified persons with disabilities to enable them to perform the essential functions of the job, in compliance with the Americans with Disabilities Act of 1990 (ADA) and all other applicable laws, provided the accommodation does not cause undue hardship. If an employee believes an accommodation is needed for a disability or to enable them to perform their job, it is their responsibility to notify their supervisor of their medical condition and of the needed accommodation in order to determine an appropriate resolution.

No employment action will be taken against an employee who has a disability and requests accommodation. No reprisals will result from an employee's request for accommodation.

Section 4.9 Policy Against Sexual, Racial, and Other Forms of Harassment

All City employees are expected to treat others with dignity and respect. The City does not tolerate harassment of job applicants, employees, vendors, citizens, or anyone else.

Policy Against Harassment:

Any form of harassment related to an employee's race, color, sex (same sex or opposite sex), gender, pregnancy, religion, national origin, ancestry, age, citizenship status, physical or mental disability, veteran status, or any other basis protected by federal, state, or local laws, will not be tolerated and is a violation of this policy that will be treated as a disciplinary matter. For these purposes, the term harassment includes, but is not limited to slurs, jokes, or other verbal, graphic, or physical conduct. Harassment includes making submission to or rejection of such conduct the basis of any employment-related decision or action, and includes creating an intimidating, hostile, or offensive working environment by such conduct.

Policy Against Sexual Harassment:

Sexual harassment of any form or nature will not be tolerated. Unwelcome sexual advances, requests for sexual favors, and any other verbal and physical conduct of a sexual nature may constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions or actions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. The person being harassed, as well as the harasser, may be a woman or a man, or both may be of the same sex.

Examples of sexual harassment may include:

- Verbal harassment, including sexual remarks and sexually derogatory comments or slurs.
- Visual harassment, including sexually derogatory posters, cartoons, drawings, etc.
- Physical interference with normal work or movement.
- Unwelcome sexual touching or advances.

Violation of these policies by any employee shall subject him or her to disciplinary action, up to and including termination.

Employee Responsibility:

Each employee is responsible for assisting in the prevention of harassment in the following ways:

1. Refrain from participating in or encouraging actions that could be perceived as harassment.
2. Report acts of harassment to a supervisor.
3. Encourage any employee who confides that he/she is being harassed or discriminated against to report these acts to a supervisor.

Failure by any employee to carry out the above responsibilities will be considered in any performance evaluation or promotional decision, and may be grounds for discipline.

Procedures for Reporting Harassment:

Any employee encountering harassment based upon your race, color, sex (same sex or opposite sex), gender, pregnancy, religion, national origin, age, citizenship status, physical or mental disability, veteran status, or any other basis protected by federal, state, or local laws, is encouraged to inform the person that his/her actions are unwelcome and offensive. The employee is encouraged to document all incidents of harassment in order to provide the fullest basis for investigation.

Any employee who believes that he/she is being harassed shall report the incident(s) as soon as possible to his/her supervisor so that steps may be taken to protect the employee from further harassment so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the employee may instead file a complaint with the City Administrator, or if the complaint involved the City Administrator, the Ma

The following process will be undertaken to insure the matter is investigated and, where appropriate disciplinary action, up to and including termination, will be taken. The

supervisor or other person to whom the complaint is given shall meet with the employee and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the dates on which it occurred. The employee taking the complaint shall promptly submit to the city Administrator a confidential memorandum documenting the complaint.

The City Administrator or his/her designee shall be responsible for investigating any complaint alleging harassment or discrimination. The City Administrator or his/her designee shall immediately notify the local prosecutor if the complaint contains evidence of any criminal activity, such as assault, attempted rape or rape. The City Administrator or his/her designee shall reach a determination as to whether the person is harassing other employees and whether other employees participated in or encouraged the harassment. The City Administrator or his/her designee shall inform the parties involved of the outcome of the investigation. A file of any harassment and discrimination complaints shall be maintained in a restricted file, in a secure location.

Do not assume that the City is aware of the harassment. It is your responsibility to report incidents you know about, even if they involved people other than yourself.

This policy applies not only to actions between supervisors and subordinates, but also to action between co-workers. Harassment of City employees, in connection with their work, by non-employees also may violate this policy. Anyone who becomes aware of any harassment of an employee by a non-employee should report such harassment to his or her immediate supervisor or the city Administrator or his/her designee. Appropriate action will be taken with respect to violation of this policy by any non-employee.

These procedures do not preclude any employee from filing a complaint or grievance with the Missouri Human Rights commission.

Non-Retaliation Policy:

Employees who bring complaints under these harassment policies or who assist in any investigation will not be adversely affected in the terms and conditions of their employment. Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this procedure established for harassment and discrimination complaints. Monitoring to ensure that retaliation does not occur is the responsibility of the City Administrator or his/her designee.

ARTICLE III. USE OF EQUIPMENT/CITY PROPERTY

Section 4.10 Use of Vehicles on City Business

All employees who operate vehicles on City business must adhere to the following regulations.

- A. All employees who operate vehicles on City business must have a valid driver's license that entitles them to drive the class of vehicle they are assigned to operate and when using a private vehicle for City business must provide the City Administrator or his/her designee with proof of liability insurance. The City shall retain a copy of the employee's current valid driver's license at all times. Employees are responsible for knowing all state and local motor vehicle laws, including the latest amendments. This includes having a valid driver's license in the employee's possession and wearing seat belts at all times.
- B. Employees are responsible for paying fines for traffic violations they incur arising from the operation of a vehicle on City business. The City will not reimburse employees for such fines.
- C. Employees are responsible for immediately notifying the City Administrator and/or their Department Head of any damage to their personal vehicle while operating the vehicle on City business.
- D. Employees who drive City vehicles must immediately report to their supervisors any on-duty motor vehicle accident or any on- or off-duty driving under the influence conviction or driver's license suspension by the next regular work day of when such conviction, suspension, or violation occurred.
- E. Employees who drive as an essential function of their position may be subject to discipline, up to and including termination, when the occurrence of any event adversely affects the ability of the employee to perform the duties of his/her position.
- F. City owned-vehicles provided for the use by City employees are to be used for City business purposes only.
- G. The use of City-owned vehicles is limited to employees of the City of Wildwood, and employees of the St. Louis County Police Department when so authorized, only. Persons who are not employees of the City of Wildwood or St. Louis County Police Department, including general members of the public, employee family members or friends, are prohibited from driving or operating City-owned vehicles at any time.
- H. The City Administrator or Department Head may occasionally permit an employee to drive a City-owned vehicle home at night or on weekends for special circumstances such as availability to respond to work related emergencies or off-duty call-out. Such personal use of City vehicles is to be authorized in advance in writing by the City Administrator or Department Head.

- I. City employees are not allowed to drive a vehicle on City business while talking on a cellular phone or texting. While operating a vehicle on City business, City employees are to make or complete cellular phone calls or text messages while the vehicle is parked. When a cellular call or text message is received by City employees while driving, they are to pull over to the side of the road when it is safe to do so before completing the call or text message.
- J. Violations of these policies may result in disciplinary action up to and including termination.

Section 4.11 Monitoring Use of City Communication Equipment

All electronic and telephone communications systems and all communications and information sent through, received or stored in these systems, are the property of the City and are provided to employees to be used for job-related purposes. The use of voice-mail or electronic mail (e-mail) to communicate obscene, harassing, or otherwise offensive language or communications is prohibited. The City retains the right to monitor all of its electronic and telephone communications systems at its discretion, including, without limitation, listening to voice-mail messages, and reading and/or printing e-mail messages stored in the systems. Internet usage through the City's computer system will also be monitored. By using these systems, employees consent to such monitoring by the City and acknowledge that they have no reasonable expectation of privacy in these systems.

Section 4.12 Personal Use of City Provided Telephones

- A. Employees may make reasonable, limited use of the City's telephones for personal calls. Personal calls should not interfere with official duties. Excessive use of the City's telephones may subject an employee to disciplinary action, up to and including termination.
- B. The City must be fully reimbursed by employees for the costs of any personal calls (for example, long-distance or cellular telephone charges) made on City equipment, unless the calls are charged to a home telephone number or personal calling card, or placed collect.

Section 4.13 Electronic Mail Usage

- A. The electronic mail (e-mail) system of the City of Wildwood provides a timely and effective business communication tool for employees, affiliates and contractors of the City. All users of the system should use generally accepted standards of business conversation in e-mail messages, and exercise good judgment in both the types of messages created and in the tone and content of the messages.
- B. In accordance with State law, messages created on the system have the same classification and are accessible to the public as though they were written memorandums. Subject to limited exceptions, the Missouri Statutes, Sections 109.080, 109.090 and 610.010 et seq., provide that state, county and municipal government records "regardless

of physical form or characteristics," must, if retained, be made available for personal inspection by any citizen of Missouri.

- C. The e-mail system is a communication tool to be used for business purposes of the City. Occasionally, it will be used for quasi-business announcements or personal messages. Employees need to be aware that it is not a private messaging service. E-mail messages and internet usage must be able to withstand public scrutiny without causing harm to or otherwise affecting negatively the City of Wildwood, its officials, its constituents, or its employees if messages are forwarded beyond the recipients.
- D. The City of Wildwood will not tolerate the following unauthorized uses of e-mail, including:
 - 1. Illegal activities.
 - 2. Wagering, betting or selling chances.
 - 3. Harassment.
 - 4. Solicitation, except for City-sanctioned activities.
 - 5. Commercial activities.
 - 6. Unethical activities.
 - 7. Viewing or sending obscene, profane, or offensive materials.
 - 8. Activities that violate other City policies and procedures.
- E. Each employee is responsible for adhering to these policies and procedures and for reporting any known or suspected unauthorized use of e-mail to the City Administrator. Violations of this policy may result in disciplinary action, up to and including termination.

Section 4.14 Personal Computer Hardware and Software Usage

- A. All City of Wildwood employees who use computer software on their jobs have a responsibility to ensure that no unauthorized copies of software are created or used. This includes taking unauthorized software copies for home use or providing them to others. Copying software without permission is unethical and illegal.
- B. Each employee who uses personal computer software is responsible for:
 - 1. using only software provided or authorized by the City Administrator on personal computers provided by the City;
 - 2. obtaining authorization from the City Administrator before duplicating any software programs;
 - 3. safeguarding from unauthorized use copies of software provided by the City of Wildwood;
 - 4. preventing contamination of City-owned computers by computer viruses;

5. not downloading or using material from the Internet or elsewhere in violation of software licenses or copyright, trademark, and patent laws; and
 6. using the computer system only for official business; it is not intended for uses that by nature are personal, commercial, private promotion, or solicitations.
- C. Reports of use of unauthorized computer software or the copying of same, or other actions which endanger the integrity of the City's computer system, must be reported to the City Administrator.
- D. No employee may use personal computers for any unethical or illegal purposes. Using personal computers to store, maintain, or view obscene, profane, or offensive materials is prohibited.
- E. Violations of this policy may subject the employee to disciplinary action, up to and including termination, and may subject the City employee to criminal or civil sanctions under the Copyright Laws of the United States.

ARTICLE IV. DRUG AND ALCOHOL REQUIREMENTS

Section 4.15 Substance Abuse Policy

The City has a responsibility to its employees, as well as to the general public, to provide a safe, healthy and productive workplace. For these reasons, the City is committed to protecting its employees from the hazards caused by drug and alcohol abuse.

The use, possession, sale, offer to sell, transfer, offering, or furnishing of illegal drugs or alcohol, or the possession of implements or paraphernalia for illegal drug use, on City premises or during the employee's working hours is prohibited. Off-duty and off-premises alcohol use, or use of illegal drugs, is prohibited where such use results in unsatisfactory job performance or conduct that adversely affects the City.

The City is committed to supporting employees who undergo treatment and rehabilitation for alcohol or other chemical dependency. Employees who voluntarily report an alcohol, drug, or controlled substance dependency will not be subject to retaliation or discrimination. Employees who voluntarily seek treatment may use sick leave to attend a bona fide treatment or counseling program. The City may continue employment on the employee's successful completion of treatment or counseling programs and future avoidance of alcohol, drugs, and/or other controlled substances.

An employee may be required to submit to alcohol, drug, or controlled substance testing (See Attachment B – Drug and Alcohol Testing) when the employee's work performance causes a reasonable suspicion that the employee is impaired due to current intoxication, drug or controlled substance use, or in the cases where employment has been conditioned upon remaining alcohol, drug, or controlled substance free following treatment. Refusal to submit to testing when requested may result in immediate disciplinary action, up to and including termination.

Employees using any prescription or over-the-counter drugs that might impair their work performance should notify their Department Head. At the option of the Department Head, an employee may be reassigned to less hazardous duty or be placed on sick leave if impaired work performance might pose a threat to the public confidence or to the safety of the employee or others.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination.



MEMORANDUM

To: Administration/Public Works Committee Members
Cc: Mayor Bowlin and other City Council Members

From: Ryan S. Thomas, City Administrator

Date: January 6, 2017

Re: St. Louis County Board of Election Commissioners – New Services Offered

Background

The past fall, it was brought to my attention that the St. Louis County Board of Election Commissioners was now offering a free service to municipalities to manage the candidate filing process and requirements for municipal elections. In order for the County to manage this function, it would require a cooperation agreement adopted by City Ordinance (sample attached). In this first election cycle that this new program is being offered, only the cities of Bel-Ridge, Crystal Lake Park and Oakland have chosen to participate. With candidate filing already underway, the next opportunity for Wildwood to consider such an arrangement would be with the April 2018 municipal election.

Recommendation

It is recommended that the City continue to conduct its own candidate filing for municipal elections.

Reasons for Recommendation

1. The Wildwood Office of City Clerk has been able to effectively conduct the candidate filing process in past elections.
2. Candidates would likely appreciate a local contact to help them through process.
3. Candidate filing through the County would be less convenient at their Maplewood location.

I will be available for any comments or questions at the January 10, 2017 Administration/Public Works Committee Meeting.

RST

Planning Tomorrow Today®

**COOPERATION AGREEMENT
BETWEEN THE ST. LOUIS COUNTY BOARD OF ELECTION COMMISSIONERS
AND _____**

THIS AGREEMENT, is made and entered into this ____ day of _____, 20__
between the St. Louis County Board of Election Commissioners (the "BOARD"), a public entity
established and existing pursuant to Section 115.017 RSMo, and
_____, a Local Government Entity ("ENTITY") established
pursuant to the statutes of the State of Missouri.

WHEREAS, the BOARD and the ENTITY wish to enter into a Cooperation Agreement
to allow the ENTITY to transfer certain responsibilities relating to candidate filings in elections.

NOW WHEREFORE, the parties hereby agree as follows:

1. **OBLIGATIONS OF THE ENTITY**: In order to effectuate this agreement, the
ENTITY will do the following:

- a. Pass a resolution or ordinance authorized by all parties necessary to create a
binding obligation of the ENTITY which requests and authorizes the BOARD to
process candidate filings beginning with the _____ election and ending with the
_____ election.
- b. Execute this AGREEMENT by and through its authorized representatives at
least three (3) weeks prior to the first day of candidate filings in the _____
election.
- c. Reimburse the BOARD for the cost of publication as provided in Section 2.0
below. Publication expenses will be billed to the ENTITY pursuant to Section
115.065.1 RSMo.

2. **OBLIGATIONS OF THE BOARD**: The BOARD will cause notice of all elections pursuant to Section 115.127.5 RSMo. The ENTITY may designate which publications to be used by the BOARD at the time of execution of this agreement. Failure to so designate will permit the BOARD to choose the publications to be used.

3. **Filing Deadlines**: The BOARD will accept filings pursuant to state law and will define the filing period and hours of filing pursuant to the election laws.

4. **Final Ballot**: At the close of filing, the BOARD will provide a list of declared candidates and their ballot order as determined by lottery to the municipal clerk, secretary or other official designated to receive such information. At that point, the responsible official is required to prepare and to file the certificate of election pursuant to the statutory deadlines provided by Missouri law.

NOW WHEREFORE, the parties agree to and adopt the terms of this COOPERATION AGREEMENT between the ST. LOUIS COUNTY BOARD OF ELECTION COMMISSIONERS and the ENTITY. The ENTITY warrants and declares that the persons signing on its behalf have been duly authorized by the legislative body of the ENTITY and conforms to the ordinances of the ENTITY.

ST. LOUIS COUNTY BOARD
OF ELECTION COMMISSIONERS

ENTITY: _____

BY: _____
Director of Elections

Official

Attest: _____
Title

DATE: _____



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: January 5, 2017

Re: Consultant Selection for Town Center Sanitary Sewer Study

Background

In January of 2003, the City of Wildwood completed a study of sanitary sewer service for the Town Center area. The 2003 study evaluated existing sanitary sewer capacity and provided the basis for MSD to expand sanitary sewer service and annex new properties for service within the Town Center including St. Louis Community College and Pond Elementary School.

Subsequent to the 2003 study, the City updated and revised the zoning regulations governing the Town Center area. Unfortunately, these land use zoning changes have resulted in MSD questioning the validity of the 2003 study. As a result, MSD is recommending that the City complete an update to the 2003 study which will consider the impact of the land use changes, as well as evaluate the feasibility of providing additional sanitary sewer service along Manchester Road to the west of Pond Elementary School. Therefore, the Department of Public Works, in conjunction with the Department of Planning, and MSD requested that Statements of Qualifications be submitted to the City by consulting engineering firms interested in completing the update to the study. A total of sixteen (16) firms submitted their qualifications for consideration. Director of Public Works Rick Brown, Assistant City Engineer Mike Hartwig, and Director of Planning and Parks Joe Vujnich completed a review and evaluation of all the qualifications received. Based on that evaluation, we have selected the firm we feel is most qualified to complete the study.

Recommendation

It is recommended that the City enter into an engineering contract to update the 2003 Town Center Sanitary Sewer Study with Donohue & Associates, Inc. for the not to exceed amount of \$20,000.

Reasons for Recommendation

1. Donohue & Associates demonstrated significant experience completing similar projects for MSD.
2. Donohue demonstrated a good understanding of the project through their Statement of Qualifications.
3. Donahue's fee to complete the study is within the budget established for the project.

Attached for your information is the proposal submitted by Donahue for the study which was reviewed by the Department and MSD. Assuming a recommendation authorizing the selection of Donahue & Associates from the Committee, the Department will prepare a resolution authorizing the Mayor enter into an agreement with Donohue to complete the study. The resolution would be submitted to the City Council for consideration on January 23rd.

I will be available for any questions or comments at the January 10^h, 2017 Administration/Public Works Committee Meeting.

RCB

January 3, 2017

Mr. Rick C. Brown, PE, PTOE
City of Wildwood
Director of Public Works / City Engineer
16860 Main Street
Wildwood, MO 63040

Re: Wildwood Town Center Sanitary Sewer Modeling Update (Revision 1)

Dear Mr. Brown:

Donohue & Associates, Inc. (Donohue) are honored for being selected and pleased to present this Scope of Work (SOW) and Fee Proposal for the Wildwood Town Center Sanitary Sewer HYDRA Model Update.

PROJECT APPROACH

Project Background

The City of Wildwood recently updated their Land Use plan in 2013. Based on the recommended changes and the potential addition of non-sewered areas on the western side of Town Center, the Metropolitan Sewer District has requested the City update the Caulks Creek sanitary sewer model and update the Wildwood Town Center Sanitary Sewer Study completed in 2003.

Donohue & Associates has developed a project approach that addresses the following key elements:

- A thorough update of the existing HYDRA model to minimize review process including the changes in land use based on the 2012 (or 13, see above) revision and the additional Pond District parcels to be sewerred
- Accurate dry and wet weather calibration of the Hydra Model to ensure the validity of the model based on recent flowmeter data downstream of the Town Center system
- Open communication with the City of Wildwood staff regarding model development, calibration, and, most importantly, alternatives development and analysis.
- Development of alternatives that minimize impacts on the existing sewer system and provides the required capacity for the proposed changes and has the ability to sewer the Pond Historic District and surrounding non-sewered parcels on the western side of Town Center which were identified in the Request for Proposal.

Hydra Model Update

Donohue will update the existing Caulks Creek HYDRA sanitary sewer model per the requirements in the MSD Modeling Standards and Guidelines and Data Analysis & Hydra Modeling Procedures manual. The resultant model will be capable of accurately predicting dry weather base sanitary flow and wet season I/I to within an average of +/- 10 percent of measured peak flows and volumes, while also matching the shape of the dry and wet weather hydrographs. This model then will be used to analyze the proposed land use changes as well as the additional served areas.

Collection System

The existing sanitary sewer Collection System (SY) layer will need to be extended to include new sewers constructed in the study area since the previous update of the Caulks Creek Model. A review of as-built drawings will be conducted for all sewer projects that are not reflected in the most recent version of

MSD's sewer mapping and are constructed within the portion of the watershed which could be impacted by the addition of flow from the Wildwood Town Center annexation. Donohue will search MSD records for any new SSOs in this area, but there are no extensions due to new SSOs are anticipated since this is a recently developed area. In addition, the extension of the modeled sewers into the appropriate radar rainfall pixel areas for the annexed area will be required. This effort is a relatively new requirement in the modeling standards and is necessary so that the appropriate radar rainfall data is applied to the new service areas created for the Wildwood Town Center annexation. MSD uses radar rainfall data to generate storm files which impose rainfall on the model to produce I/I.

Donohue will properly document the data sources used to acquire elevation data, pipe sizes, pipe types, etc., for sewers added to the Collection System layer as required by MSD guidelines. This will assist MSD in their review of the model so the project can proceed in a timely manner.

Base Flow Estimates

"Base flow" is made up of sanitary wastewater and dry weather infiltration. Base flow is generated and injected into the sewers in the HYDRA model using Sanitary Service (SE) areas and the population and land use information stored in the Land Use (LU layer) within these areas. The Land Use layer will be updated based on the 2016 changes to the City's Master Plan. Donohue will review the Sanitary Service layer areas in the existing Caulks Creek Model and compare these areas to the existing sewers in the Wildwood area and make any revisions/additions to the SE layer as appropriate for the model year. The existing conditions model will use the land use layer for population estimates, per capita rates, and diurnal patterns. This information will be intersected with the SE layer to generate sanitary flows.

The addition of the Wildwood Town Center area will require the delineation of additional SE areas to cover this new sewer area. These SE areas would be created as their own SE layer with population estimates, per capita rates, and diurnal patterns stored in this layer directly rather than in the LU layer that was used for the existing conditions model.

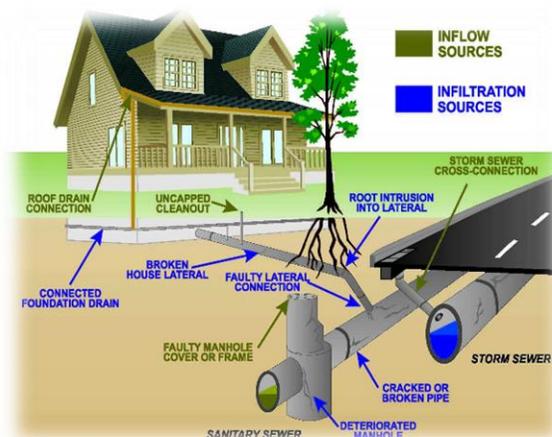
Dry weather infiltration is generally estimated as a percentage of the minimum flow rates which occur in the early morning hours of the day during the dry weather days of the flow monitoring period. Dry weather infiltration rates are stored in the Defects database of the model. These rates are adjusted up or down, as appropriate, during dry weather calibration and will be discussed further in Model Calibration.

A quick search of Missouri Sewer Operating permits was completed for this study area. Three operating permits were found including Living Word United Methodist Church, Wildwood Middle School, and Big Chief Roadhouse. Living Word has an agreement that if sanitary service is extended they are required to abandon their wastewater treatment facilities and be placed on the proposed system. It is assumed that the other permit holders have similar agreements if sanitary service is extended. As part of the project, further investigation and interviews with land owners and MDNR will determine if any other operating permits exist within the study area. Flows from these entities will be based on the operating permit and past records rather than a land use estimate.

Wet Weather Infiltration/Inflow Estimates

The hydraulic model will be used to derive I/I flows from inflow areas and infiltration rates entered in the HYDRA Defects database in the same manner as dry weather infiltration previously described. Wet season I/I is comprised of three parts:

- Inflow – stormwater flow that drains directly into the sanitary sewer and typically makes up the majority of the peak flow rate in the system for a given storm.
- Rapid Infiltration (or Rainfall Dependent Infiltration) – stormwater that enters the sanitary sewer indirectly (more slowly).
- Wet Weather Infiltration – increased groundwater infiltration due to heightened groundwater levels occurring during wet periods.



Typical Sources of Inflow & Infiltration

Model Calibration

. It is important to not only match the model to the measured peak flow rates and volume, but to match the shape of the dry and wet weather hydrographs as well. Model calibration should also be matched by adjusting the appropriate model component to achieve calibration; this is especially true of wet weather (storm event) calibration where there are more model parameters that can be used during calibration. Our abilities to analyze the measured flow hydrographs and adjust the proper model parameters during calibration is one reason MSD has sought out the services of our project team members over the past several years.

A number of occurrences can and will result in differences when flow meter data and model-predicted flows are compared that are often misinterpreted to some degree and if not properly recognized, improper calibration adjustments are made. Examples of these occurrences include:

- Sewer surcharging and backwater due to undersized sewers or blockages in the sewer main not allowing flow to reach the flow meter in an unimpeded fashion.
- Flow leaving the system through an overflow or out a manhole cover when the sewer backs up
- Bypass pumping from sewer construction
- Errors in the recorded flow or rainfall data itself

These limitations must be given careful consideration when calibrating a model. Blindly inputting data and forcing the model to match the observed response could result in a model that does not accurately reflect the true nature of the system. Therefore, all model adjustments will be made only within a reasonable range; if model adjustments beyond these limits are required to calibrate the model, then the rainfall flow and system configuration data, will be given a thorough review to identify the cause of the discrepancy. For example, increasing dry weather infiltration to unreasonable levels to compensate for what may be underestimated land use data might improve calibration results, but would be misleading.

The flow rates routed through the HYDRA model are virtually unaffected by undersized sewers that cannot convey a given flow. The model routes a given flow down through the sewer system whether the sewer can handle the flow or not, but HYDRA will show a surcharged sewer system in the sewer profile and will indicate the sewer is overcharged (under capacity), so surcharging is a common issue to watch for during calibration.

It is critical that modelers select the appropriate storms to use for wet weather calibration. This is particularly true due to HYDRA's inability to account for the effects of antecedent soil moisture conditions (AMC) on wet weather flows. Base GWI and RDI are often much greater during periods of high antecedent moisture (typically in the spring) than during dry periods (summer). Since HYDRA is unable to account for this phenomenon, potential calibration storms must be screened for those that have moderate (average) AMC so as to not be overly or insufficiently conservative during the development of system expansion alternatives.

Alternative Development

Donohue will develop sewer routing alternatives for the City of Wildwood that maximize the likelihood the additional areas can be connected to the MSD system while minimizing the capital improvements costs to do so. Donohue will first hold a meeting with City staff to assimilate their knowledge of the Pond Historic District and any proposed developments that may impact the alternative development. In addition, Donohue will use the changes in land use GIS data provided by the City. Using the existing HYDRA model and design storms provided by MSD, Donohue will determine which of the existing sewers and pump stations in the area have the most available capacity to accept the additional flow. We will then evaluate the feasibility and costs of conveying the additional flow to the existing sewer system. Other alternatives will likely consider the construction of new pump station(s) and force main(s), I/I reduction, or simply upsizing existing sewers, if necessary, so they can accommodate the additional flow.

Since sanitary sewers generally follow surface drainage, the general drainage boundaries for the Wildwood Town Center annexation area were reviewed to identify likely sewer routes. The figure on the next page shows the general topography and potential connection points to the MSD-Caulks Creek sewer system. We anticipate the new sewers will follow the same general flow directions except in cases where sewers can be sloped to cross minor drainage divides or it is more cost effective to collect flow to a point and then pump flow across drainage boundaries.

The northern of the two potential tie-in points shown would route flow to the Fastrax Pump Station at the Highway 109 and Manchester Road intersection's southwest quadrant and convey flow through a 10-inch force main. The second location would be connecting to the gravity sanitary system within Manchester road adjacent to Pond Elementary School.

The project team will maintain contact with the City as alternatives continue to be developed and questions arise.

Alternative Analysis and Reporting

After the Development of Alternatives is complete, the project team will reconvene with City Staff to present the draft alternatives and receive comments. Donohue will deliver a technical memorandum to ultimately be submitted to MSD comparing the design condition for the existing sewer system and indicating the impacts of the addition of the annexed sewer system. These comparisons will include flow hydrographs, and more importantly, hydraulic grade lines (depth of flow in the sewer). Comparisons of all alternatives and associated costs will be provided. Any revisions requested by MSD will be evaluated and the technical memorandum resubmitted as necessary.



Fastrax Pump Station

PROJECT SCOPE OF SERVICES

- Donohue will obtain a copy of the existing Caulks Creek Watershed Model from MSD.
- The Wildwood Town Center modeled collection system will be updated to represent the existing sewers constructed in Wildwood Area that affect the Town Center area since the original model was developed and last updated in 2003.
- Donohue will delineate and/or modify existing service areas for the new developments in the Wildwood Town Center area, following the parcel lines to generate the boundaries.
- Using the meter data provided by MSD, Donohue will verify the calibration for the sanitary flows to flow meter data to reflect dry-season conditions within +/- 10% for both the peak flow and total volume.
- Once dry weather calibration has been accomplished, the HYDRA model will be submitted MSD Development Review as a P-job for review and comment.
- Donohue will use the meter and rainfall data provided by MSD, verify the wet weather calibration meets the wet-season criteria within +/- 20% for both the peak flow and total volume. If any adjustments are necessary, the patterns of the meter data will be calibrated to one storm event and be verified by two other storm events. Any calibration results should take into account the antecedent conditions for the area when reviewing the metered data and comparing it to the model.
- Once wet weather calibration has been accomplished, Donohue will submit the wet-weather calibrated model to MSD for review and comment prior to proceeding to scenario generation.
- Using the design storm provided by MSD, Donohue will complete a model run and analyze the downstream portions of the model for surcharging conditions and capacity issues. This will be the baseline to determine what if any improvements are needed to convey flows for future developments in the Wildwood Town Center area.
- Donohue will create additional SE layers, including estimates of population, per-capita rates, volumes, and diurnal patterns as necessary to estimate flows for future planned developments within the Wildwood Town Center area.
- Donohue will run the design storm using the newly created layers that include the annexed area in conjunction with the 2030 Land Use Layer as provided by MSD.
- The Fast Track Pump Station impacted by the updated land use plan will be analyzed separate from the hydraulic model. A comparison of the design flow vs future flows will be completed based on the results of the updated hydraulic model.
- Donohue will compare the model results before and after the annexed area for deficiencies and produce a technical memorandum discussing the differences. This memorandum will include alternatives for correcting the capacity issues as well as associated costs.

ASSUMPTIONS

- Our Fee assumes no survey will be required and updates to the model will be based on as-built information and the MSD GIS Database
- The MSD Modeling Standards and Guidelines and MSD's Data Analysis & Hydra Modeling Procedures will be used as the modeling procedure.
- The City of Wildwood will provide population estimates for future areas
- Donohue will use per capita rates, and diurnal patterns for residential and commercial developments based on MSD guidelines.
- The City of Wildwood and MSD will complete reviews and provide written comments (3 total) within 15 business days

- The modeling software to be used will be HYDRA 7
- The City of Wildwood will provide the consultant with estimates regarding land use, population density, and business types.
- MSD will provide Donohue with the 2030 Land Use Layer for the Model
- City of Wildwood and/or MSD shall provide all land owner agreements for sanitary sewer service if sanitary sewer is provided for parcels that currently have private sanitary sewer systems.

PROJECT SCHEDULE

During a meeting with Rick Brown on December 19, 2016, it was discussed that the project schedule duration should be between 2 to 3 months. Based on the provided scope of services included in the RFQ, MSD requires 2 review periods of the HYDRA model which last 3 weeks each, totaling 6 weeks of review time not including any review of the technical memo. These lengthy reviews drive the overall project schedule. The project time for Donohue is approximately 78 calendar days (2 ½ months). Review times include a review of the technical memo which is approximately 53 days (2 months). Every attempt will be made to accelerate the schedule; however, this will only be possible if the review times are shortened.

See the attached schedule for schedule details.

PROJECT FEE

Donohue will revise the model and prepare a technical memorandum of the findings for a lump sum not to exceed fee of **\$ 20,000**.

Please feel free to contact me at (636) 400-7046 or csafford@donohue-associates.com.

Sincerely,



Chris Safford, P.E.
Project Manager

Cc Alan Callier, Donohue

Enclosures:

- Man-hour & Fee Estimate
- Schedule

City of Wildwood, Missouri
Wildwood Town Center Sanitary Sewer Modeling Update
Man-Hour and Fee Estimate (Revision 1)



Task	Eng. VIII \$ 225	Eng. V \$ 170	Eng. IV \$ 155	Eng. III \$ 140	Admin III \$ 80	Total Hours	Total Labor	Travel	Printing	Other	Sub	Total Cost
1.0 - Project Management												
1.01 Project Management	1		4		3	8	\$ 1,085					\$ 1,085
SUBTOTAL 1.0 - Project Management	1	0	4	0	3	8	\$ 1,085	\$ -	\$ -	\$ -	\$ -	\$ 1,085
2.0 - Hydra Modeling Update & Design Study												
2.01 Kick-off Meeting with City of Wildwood & MSD	1		2		1	4	\$ 615	\$ 20				\$ 635
2.02 Verify the size, location, and elevation of the sewers within the existing HYDRA model versus City/MSD As-Built records.			2	8		10	\$ 1,430					\$ 1,430
2.03 Land Use Layer Update			2	6		8	\$ 1,150					\$ 1,150
2.04 Review and analyze flow monitoring data for Town Center (1 Location)				4		4	\$ 560					\$ 560
2.05 Extend and Delineate Sewer Subbasins to distribute flows into HYDRA Model			2	8		10	\$ 1,430					\$ 1,430
2.06 Calibrate HYDRA model to base (dry weather) flows. (1 Location)			2	2		4	\$ 590					\$ 590
2.07 Quality Control HYDRA Model		2	0	0		2	\$ 340					\$ 340
2.08 Submit Dry Weather Model to MSD for Review				2	1	3	\$ 360	\$ 25		\$ 25		\$ 410
2.09 Revised dry weather model based on MSD Review				4		4	\$ 560					\$ 560
2.10 Calibrate HYDRA model to wet weather conditions. (1 Location)				4		4	\$ 560					\$ 560
2.11 Quality Control HYDRA Model		2				2	\$ 340					\$ 340
2.12 Submit Wet Weather Model to MSD for Review				2	1	3	\$ 360	\$ 25		\$ 25		\$ 410
2.13 Revised wet weather model based on MSD Review				4		4	\$ 560					\$ 560
2.14 Update SE Layers for Future Planned Areas			2	4		6	\$ 870					\$ 870
2.15 Determine Existing System Deficiencies			2	4		6	\$ 870					\$ 870
2.16 Quality Control HYDRA Model		2	0	0		2	\$ 340					\$ 340
2.17 Determine what segments need to be improved from a capacity standpoint.			2	2		4	\$ 590					\$ 590
2.18 Fastrax Pump Station Analysis			3	4		7	\$ 1,025					\$ 1,025
2.19 Prepare Cost Estimates			3	3		6	\$ 885					\$ 885
2.20 Prepare Technical Memo for Design Study, assumptions, HYDRA model calibration results, and analyses results.			2	18	2	22	\$ 2,990					\$ 2,990
2.21 Quality Control Tech Memo		4	0	0		4	\$ 680					\$ 680
2.22 Tech Memo Submittal to Wildwood & MSD				2	1	3	\$ 360		\$ 100	\$ 50		\$ 510
2.23 Revise Tech Memo per comments and Submit Final Tech Memo			2	4	2	8	\$ 1,030		\$ 100	\$ 50		\$ 1,180
2.24						0	\$ -					\$ -
2.25						0	\$ -					\$ -
SUBTOTAL 2.0 - Hydra Modeling Update & Design Study	1	10	26	85	8	130	\$ 18,495	\$ 70	\$ 200	\$ 150	\$ -	\$ 18,915
Total	2	10	30	85	11	138	\$ 19,580	\$ 70	\$ 200	\$ 150	\$ -	\$ 20,000
Total Labor Dollars by Labor Class	\$ 450	\$ 1,700	\$ 4,650	\$ 11,900	\$ 880							

Assumptions

1. No survey will be required. Model updates will be based on provided As-built plans & MSD GIS System - If survey services are determined to be required, they will be performed on a time and material basis
2. 3 Copies of the Tech Memo will be submitted to the City of Wildwood, 1 to MSD
- 3.
- 4.
- 5.



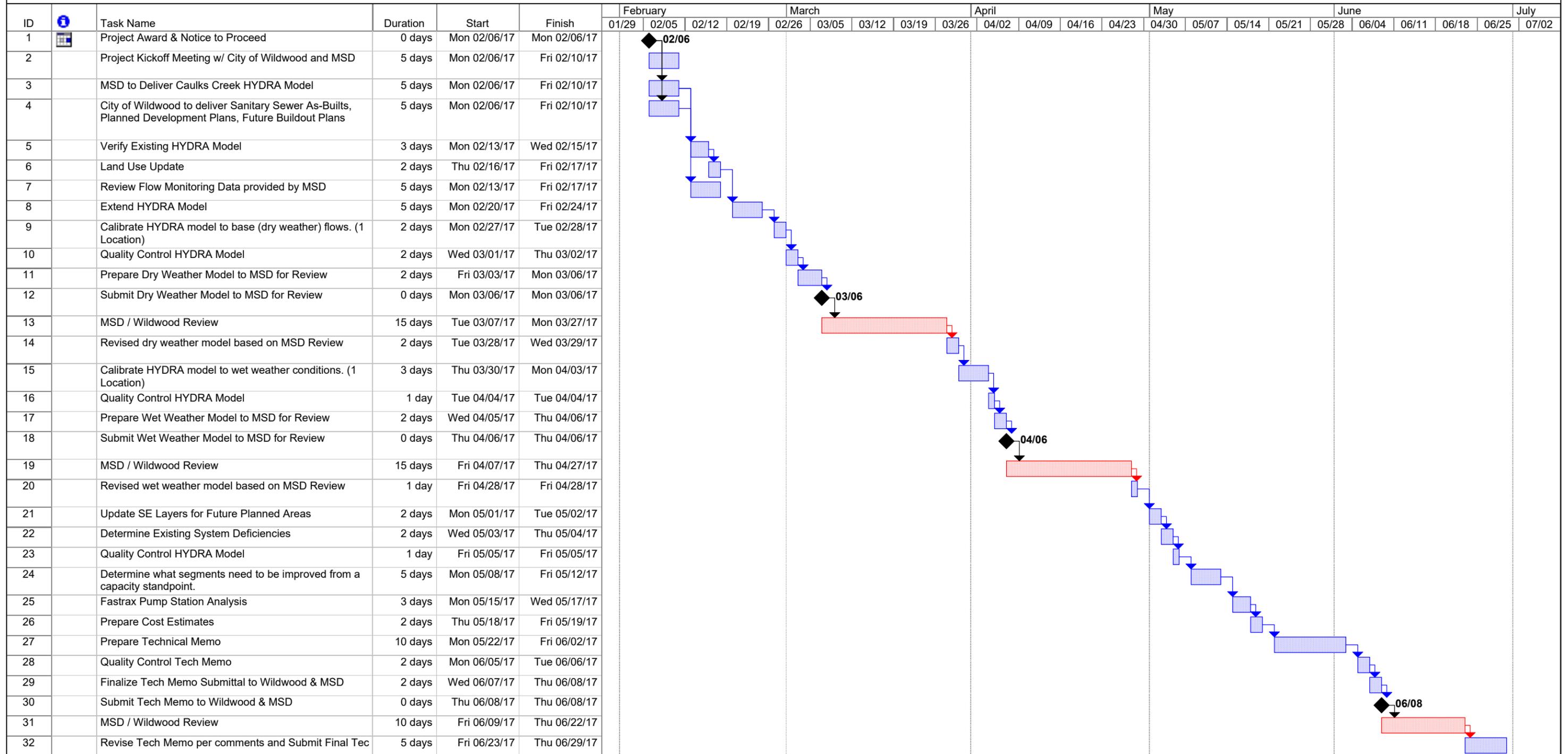
City of Wildwood, Missouri

Town Center Sanitary Sewer Model Update



Donohue & Associates, Inc.
1415 Elbridge Payne Road, Suite 165
Chesterfield, MO 63017

WILDWOOD®



Project: Schedule Date: Wed 12/21/16	Task [Blue Box]	Progress [Black Bar]	Summary [Grey Arrow]	External Tasks [Grey Box]	Deadline [Green Arrow]
	Split [Dotted Line]	Milestone [Black Diamond]	Project Summary [Grey Arrow]	External Milestone [Black Diamond]	



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: January 5, 2017

Re: Proposed Project Application(s) for Federal Funding

Background

The Department is in receipt of the annual solicitation for project applications to East-West Gateway for Federal transportation funding allocated to the region. Specifically, \$35 Million is available in Missouri (St. Louis City, St. Louis County, Franklin County, Jefferson County and St. Charles County) for the Surface Transportation Program (STP-S) for FY-2019-2021, and another \$20 Million is available in Missouri for the Congestion Mitigation and Air Quality Program (CMAQ) for FY-2018-2020. The City has received most of its Federal funding through the STP-S program in prior years, including many roadway and bridge improvement projects, and has received CMAQ funding for a couple projects as well (first Route 100 pedestrian bridge and the Route 109/Old Manchester traffic signal). Both programs require a 20% local match. Applications are due by March 2, 2017.

Recommendation

For this upcoming funding cycle, the Department has identified the following potential project applications:

Route 109, Route 100 to Main Street - STP-S construction funding (2021) and / or CMAQ construction funding (2020): design of this project is underway and will be completed by late summer. This project includes widening of Route 109 with new roundabouts at Main Street and at the Eastbound Route 100 Ramps.

Old State Road Improvements - STP-S construction funding (2021): The Department has been in contact with St. Louis County and the City of Ellisville regarding a potential project to improve Old State Road, between Pierside Lane and Old Fairway Drive. Work on the concept plan is underway now and an open house public meeting is scheduled for Wednesday January 25th to present the initial concept plan for public comment. Assuming a consensus is reached shortly after the public meeting with regard to the concept plan; we anticipate St. Louis County applying for funding with Ellisville and Wildwood participating in the local match.

Signal Interconnection and Upgrades – CMAQ construction funding (2020): this project would include upgrades to our three traffic signals to provide improved traffic flow. The signals are located at:

- Taylor Road at Main Street
- Manchester Road at Pierside
- Manchester Road at Schnucks/Wildwood Crossing

Assuming a favorable recommendation from the Committee, the Department will request approval of a formal resolution in support of the TIP application(s) from the City Council.

I will be available for any questions or comments at the January 10, 2017 Administration/Public Works Committee.

RCB

*Important Information for Surface Transportation Program - Suballocated
(STP-S), Congestion Mitigation and Air Quality Program (CMAQ)
December 2016*

Surface Transportation Program – Suballocated (STP-S)

Application information

- Link to project application and other supplemental information will be available on the East-West Gateway homepage www.ewgateway.org - December 1, 2016.
- Preliminary Applications are due by Thursday, January 26, 2017. This is for sponsors who wish to get feedback on their project application. (Not required)
- Final Applications are due by **Thursday, March 2, 2017 at 4 PM**. This includes all supplemental information, application fee, and signatures.
- Staff recommendations will be presented to the Transportation Planning Committee in May 2017. Public open houses will be in July. Projects will be incorporated in Final FY 2018-2021 Transportation Improvement Program (TIP). Staff will seek Board approval of TIP at its August 30, 2017 meeting.

Program Information

- **Missouri – Approx. \$35 million¹ available to program in FY² 2019 (Preliminary Engineering only), 2020, and 2021.**
- **Illinois – Approx. \$4.7 million¹ available to program in FY 2021(based on prior marks).**
- STP-S funds can be used for projects such as pavement preservation, bridges, highway expansion, congestion mitigation, safety, environmental mitigation, transit, bicycle and pedestrian facilities. Projects on roads functionally classified as local or rural minor collectors are not eligible for these funds. Bridges on any functionally classified road are eligible for STP-S funds, however, bridges on roads functionally classified as local or rural minor collectors may be replaced with only minimal connecting road work eligible for federal funds. Bridges proposed for replacement or rehab must be deficient.
Functional Class: www.ewgateway.org/trans/funcclass/funcclass.htm
Eligible activities include: Resurfacing, road reconstruction, bridge rehabilitation/reconstruction, new road/bridge, intersection improvements, safety improvements, improvements to curb ramps/sidewalks to comply with Americans with Disabilities Acts, new construction of sidewalks, transit vehicle acquisition
- In Missouri - Up to 80% federal reimbursement for preliminary engineering, right of way acquisition, and construction phases (including construction engineering).
- In Illinois – Up to 75% federal reimbursement for construction phase only **(not including construction engineering)**.
- Any further questions? Please contact Jason Lange at 314-421-4220 (MO) and 618-274-2750 (IL) or jason.lange@ewgateway.org

¹ Amounts subject to change

² FY – Federal Fiscal Year – October 1 – September 30. – FY 2018 – October 1, 2017 – September 30, 2018

*Important Information for Surface Transportation Program - Suballocated
(STP-S), Congestion Mitigation and Air Quality Program (CMAQ)
December 2016*

Congestion Mitigation and Air Quality Improvement Program (CMAQ)

Application information

- Link to project application and other supplemental information will be available on the East-West Gateway homepage www.ewgateway.org - December 1, 2016.
- Preliminary Applications are due by Thursday, January 26, 2017. This is for sponsors who wish to get feedback on their project application. (Not required)
- Final Applications are due by **Thursday, March 2, 2017 at 4 PM**. This includes all supplemental information, application fee, and signatures.
- Staff recommendations will be presented to the Transportation Planning Committee in May 2017. Public open houses will be in July. Projects will be incorporated in Final FY 2018-2021 Transportation Improvement Program (TIP). Staff will seek Board approval of TIP at its August 30, 2017 meeting.

Program Information

- **Missouri – Approx. \$20 million³ available to program in FY⁴ 2018, 2019, and 2020. FY 2018 cost may not exceed \$2 million federal.**
- **Illinois – Approx. \$2.5 million³ available to program in in FY 2018 and 2019 (based on prior marks).**
- This program is intended to fund transportation programs or projects in the St. Louis region that will contribute to attainment or maintenance of the national air quality standards for ozone, carbon monoxide, and particulate matter.
- Eligible activities include traffic flow improvement, demand management, shared ride services, bicycle/pedestrian facilities, transit vehicles/facilities, and operating assistance for new transit service.
- Maintenance projects such as road resurfacing/reconstruction and projects that add capacity for single occupant vehicles are not eligible.
- Projects must comply with the Regional ITS Standards as set forth in the document titled *St. Louis Regional ITS Architecture*, July 2015.
- Up to 80% federal reimbursement for preliminary engineering, right of way acquisition, and construction phases (including construction engineering). Federal reimbursement for construction engineering is available for both Illinois and Missouri sponsors. Rideshare projects like Ridefinders may receive up to 100% federal reimbursement.
- Any further questions? Please contact Jason Lange at 314-421-4220 (MO) and 618-274-2750 (IL) or jason.lange@ewgateway.org

³ Amounts subject to change

⁴ FY – Federal Fiscal Year – October 1 – September 30. – FY 2018 – October 1, 2017 – September 30, 2018



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: January 5, 2017

Re: Review of Construction Bids for Woods Road Bridge (#348) over Hamilton Creek
Federal Project No. STP-5602(621)

Background

On December 1, 2016, the City of Wildwood publicly opened seven (7) bids for the above referenced project. This project, which is federally funded, is included in the City's 2017 Capital Improvement Program and was budgeted to cost \$700,000. The City will pay 20% of the cost of the project, with the remaining 80% covered by federal funds (not to exceed \$648,000). The bids have been evaluated and the lowest bid is from Gershenson Construction Company, Inc. with a bid of \$581,682.00. The second lowest bid is from KCI Construction Company, Inc. with a bid of \$604,604.00. The low bid is approximately 2.6% under the Engineer's Estimate of \$597,082.00. (The complete tabulation of bids is provided on the following sheet.)

Recommendation

The Department of Public Works recommends authorizing a contract with Gershenson Construction for the Woods Road Bridge project, in the amount of \$581,682 with a \$58,000 contingency for additional work as identified by the Department.

Reasons for Recommendation

- As seven (7) bids were submitted, the Department is satisfied that competitive bids were received for the project.
- Gershenson Construction submitted the lowest bid, and has successfully completed other projects for the City.
- Gershenson Construction was on the MoDOT Qualified Contractor list at the time of bidding, there were no irregularities in the bid, and based on our review, the bid meets all MoDOT requirements for award.

Assuming a recommendation authorizing the contract with Gershenson Construction from the Committee, the Department will prepare an authorizing bill, which will be submitted to the City Council for consideration on January 23rd.

I will be available for any questions or comments at the January 10th, 2017 Administration/Public Works Committee Meeting.

RCB



Woods Road Bridge Replacement - STP-5602(621)

ITEMIZED BID ITEMS - BID OPENING AT 10:00 AM ON DECEMBER 1, 2016					GERSHENSON CONSTRUCTION CO., INC.		KCI CONSTRUCTION CO., INC.		NB WEST CONTRACTING CO.		L.F. KRUPP CONSTRUCTION, INC.		PLOCHER CONSTRUCTION COMPANY, INC.		R.V. WAGNER, INC.		MAGRUDER CONSTRUCTION COMPANY, INC.	
LINE NUMBER	ITEM NUMBER	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
ROADWAY ITEMS																		
1	201-30.00	Clearing and Grubbing	AC	0.27	\$20,370.37	\$5,500.00	\$7,500.00	\$2,025.00	\$30,000.00	\$8,100.00	\$50,000.00	\$13,500.00	\$56,000.00	\$15,120.00	\$60,500.00	\$16,335.00	\$13,000.00	\$3,510.00
2	202-20.10	Removal of Improvements	LS	1	\$5,500.00	\$5,500.00	\$4,200.00	\$4,200.00	\$2,850.00	\$2,850.00	\$5,500.00	\$5,500.00	\$24,000.00	\$24,000.00	\$9,200.00	\$9,200.00	\$6,500.00	\$6,500.00
3	203-50.00	Unclassified Excavation	CY	1,381	\$18.00	\$24,858.00	\$15.00	\$20,715.00	\$18.00	\$24,858.00	\$40.00	\$55,240.00	\$20.00	\$27,620.00	\$28.00	\$38,668.00	\$24.00	\$33,144.00
4	203-55.00	Embankment In-Place	CY	57	\$15.00	\$855.00	\$5.00	\$285.00	\$5.00	\$285.00	\$30.00	\$1,710.00	\$29.00	\$1,653.00	\$34.00	\$1,938.00	\$35.00	\$1,995.00
5	304-05.04	Type 5 Aggregate for Base (4 In. Thick)	SY	529	\$6.00	\$3,174.00	\$20.00	\$10,580.00	\$7.00	\$3,703.00	\$14.00	\$7,406.00	\$17.00	\$8,993.00	\$11.50	\$6,083.50	\$4.25	\$2,248.25
6	401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	TON	15	\$200.00	\$3,000.00	\$270.00	\$4,050.00	\$200.00	\$3,000.00	\$370.00	\$5,550.00	\$395.00	\$5,925.00	\$235.00	\$3,525.00	\$250.00	\$3,750.00
7	401-30.00	Bituminous Pavement Mixture PG64-22 (Base)	TON	29	\$130.00	\$3,770.00	\$270.00	\$7,830.00	\$110.00	\$3,190.00	\$190.00	\$5,510.00	\$240.00	\$6,960.00	\$235.00	\$6,815.00	\$250.00	\$7,250.00
8	502-11.08	Concrete Pavement (8 In. Non-Reinforced)	SY	316	\$66.00	\$20,856.00	\$44.00	\$13,904.00	\$66.00	\$20,856.00	\$70.00	\$22,120.00	\$78.00	\$24,648.00	\$58.00	\$18,328.00	\$110.00	\$34,760.00
9	606-10.69	MGS Bridge Approach Transition Section	EA	3	\$2,950.00	\$8,850.00	\$2,950.00	\$8,850.00	\$2,950.00	\$8,850.00	\$3,000.00	\$9,000.00	\$2,950.00	\$8,850.00	\$3,500.00	\$10,500.00	\$4,270.00	\$12,810.00
10	606-10.74	MGS Height and Block Transition	EA	2	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$700.00	\$1,400.00	\$750.00	\$1,500.00	\$700.00	\$1,400.00	\$800.00	\$1,600.00	\$868.77	\$1,737.54
11	606-30.14	Type A Crashworthy End Terminal (MASH)	EA	1	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,400.00	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$2,700.00	\$2,700.00	\$3,425.00	\$3,425.00
12	608-10.12	Truncated Domes	SF	30	\$13.50	\$405.00	\$24.00	\$720.00	\$30.00	\$900.00	\$30.00	\$900.00	\$28.00	\$840.00	\$24.00	\$720.00	\$50.00	\$1,500.00
13	608-60.04	Concrete Sidewalk, 4 In.	SY	128	\$40.00	\$5,120.00	\$53.00	\$6,784.00	\$34.00	\$4,352.00	\$60.00	\$7,680.00	\$72.00	\$9,216.00	\$53.00	\$6,784.00	\$120.00	\$15,360.00
14	611-30.20	Furnishing Type 2 Rock Blanket	CY	755	\$31.00	\$23,405.00	\$30.00	\$22,650.00	\$38.00	\$28,690.00	\$40.00	\$30,200.00	\$35.00	\$26,425.00	\$44.00	\$33,220.00	\$40.00	\$30,200.00
15	611-30.40	Placing Type 2 Rock Blanket	CY	755	\$12.00	\$9,060.00	\$20.00	\$15,100.00	\$7.00	\$5,285.00	\$9.00	\$6,795.00	\$17.00	\$12,835.00	\$13.00	\$9,815.00	\$10.00	\$7,550.00
16	613-10.14	Full Depth Saw Cut	LF	115	\$5.00	\$575.00	\$8.50	\$977.50	\$10.00	\$1,150.00	\$6.50	\$747.50	\$8.00	\$920.00	\$4.50	\$517.50	\$14.00	\$1,610.00
17	618-10.00	Mobilization	LF	1	\$40,000.00	\$40,000.00	\$113,203.20	\$113,203.20	\$42,468.00	\$42,468.00	\$45,000.00	\$45,000.00	\$42,000.00	\$42,000.00	\$68,200.00	\$68,200.00	\$48,000.00	\$48,000.00
18	703-42.19A	Barrier Curb (Type D)	LS	88	\$161.00	\$14,168.00	\$104.50	\$9,196.00	\$130.00	\$11,440.00	\$160.00	\$14,080.00	\$186.00	\$16,368.00	\$141.00	\$12,408.00	\$200.00	\$17,600.00
19	703-99.05	Barrier Curb (Type D) Support Slab	SY	74	\$212.00	\$15,688.00	\$147.00	\$10,878.00	\$160.00	\$11,840.00	\$150.00	\$11,100.00	\$168.00	\$12,432.00	\$138.00	\$10,212.00	\$130.00	\$9,620.00
20	703-46.20	Form Liners	SY	34	\$35.00	\$1,190.00	\$103.00	\$3,502.00	\$200.00	\$6,800.00	\$50.00	\$1,700.00	\$91.00	\$3,094.00	\$73.00	\$2,482.00	\$130.00	\$4,420.00
21	711-06.00	Aesthetic Concrete Stain	LS	1	\$3,000.00	\$3,000.00	\$2,890.00	\$2,890.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$2,900.00	\$2,900.00	\$3,350.00	\$3,350.00	\$2,890.00	\$2,890.00
22	805-20.00A	Seeding	AC	0.27	\$13,520.00	\$3,650.40	\$7,500.00	\$2,025.00	\$10,000.00	\$2,700.00	\$15,000.00	\$4,050.00	\$14,000.00	\$3,780.00	\$15,000.00	\$4,050.00	\$13,000.00	\$3,510.00
23	806-10.06	Alternate Ditch Check	LF	170.00	\$5.00	\$850.00	\$35.00	\$5,950.00	\$5.00	\$850.00	\$15.00	\$2,550.00	\$17.00	\$2,890.00	\$20.00	\$3,400.00	\$17.00	\$2,890.00
24	806-10.17	Temporary Seeding and Mulching	AC	0.27	\$500.00	\$135.00	\$5,000.00	\$1,350.00	\$1,000.00	\$270.00	\$12,000.00	\$3,240.00	\$9,000.00	\$2,430.00	\$10,500.00	\$2,835.00	\$9,000.00	\$2,430.00
25	806-10.19	Silt Fence	LF	139	\$8.00	\$1,112.00	\$5.00	\$695.00	\$2.00	\$278.00	\$5.50	\$764.50	\$8.00	\$1,112.00	\$9.00	\$1,251.00	\$8.00	\$1,112.00
26	903-99.02	Remove and Relocate Sign Assembly	EA	1	\$364.00	\$364.00	\$350.00	\$350.00	\$350.00	\$350.00	\$400.00	\$400.00	\$350.00	\$350.00	\$405.00	\$405.00	\$36.00	\$36.00
Total Roadway Items =						\$198,885.40		\$272,509.70		\$199,865.00		\$261,743.00		\$265,161.00		\$275,342.00		\$259,857.79
SIGNING/STRIPING ITEMS																		
27	612-20.10	Impact Attenuator (10 Sand Barrels)	EA	2	\$2,912.00	\$5,824.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00	\$2,500.00	\$5,000.00	\$7,000.00	\$14,000.00	\$3,240.00	\$6,480.00	\$2,800.00	\$5,600.00
28	616-10.05	Construction Signs	SF	538	\$5.00	\$2,690.00	\$7.50	\$4,035.00	\$10.00	\$5,380.00	\$11.00	\$5,918.00	\$28.00	\$15,064.00	\$9.00	\$4,842.00	\$7.50	\$4,035.00
29	616-10.70	Tubular Marker	EA	16	\$100.00	\$1,600.00	\$25.00	\$400.00	\$125.00	\$2,000.00	\$110.00	\$1,760.00	\$175.00	\$2,800.00	\$29.00	\$464.00	\$25.00	\$400.00
30	616-10.31	Type III Movable Barricade with Light	EA	6	\$200.00	\$1,200.00	\$155.00	\$930.00	\$200.00	\$1,200.00	\$160.00	\$960.00	\$460.00	\$2,760.00	\$180.00	\$1,080.00	\$155.00	\$930.00
31	617-36.00D	Temporary Traffic Barrier - Contractor Furnished and Retained	LF	175	\$30.00	\$5,250.00	\$29.50	\$5,162.50	\$30.00	\$5,250.00	\$35.00	\$6,125.00	\$43.00	\$7,525.00	\$34.00	\$5,950.00	\$125.00	\$21,875.00
32	620-51.30	Type 2 Preformed Marking Tape (Grooved), Left/Right Arrow	EA	4	\$364.00	\$1,456.00	\$350.00	\$1,400.00	\$350.00	\$1,400.00	\$400.00	\$1,600.00	\$400.00	\$1,600.00	\$405.00	\$1,620.00	\$350.00	\$1,400.00
33	620-53.01B	Preformed Removable Marking Tape 4 In. White	LF	974	\$2.10	\$2,045.40	\$2.00	\$1,948.00	\$2.00	\$1,948.00	\$2.20	\$2,142.80	\$1.00	\$974.00	\$2.00	\$1,948.00	\$2.50	\$2,435.00
34	620-53.03B	Preformed Removable Marking Tape 4 In. Yellow	LF	1,532	\$2.10	\$3,217.20	\$2.00	\$3,064.00	\$2.00	\$3,064.00	\$1.00	\$1,532.00	\$1.00	\$1,532.00	\$2.00	\$3,064.00	\$2.50	\$3,830.00
35	620-53.09	Preformed Removable Marking Tape 24 In. White	LF	10	\$12.50	\$125.00	\$12.00	\$120.00	\$12.00	\$120.00	\$12.00	\$120.00	\$12.00	\$120.00	\$14.00	\$140.00	\$2.00	\$20.00
36	620-54.40A	Preformed Short Term Marking Tape, Left/Right Arrow	EA	2	\$104.00	\$208.00	\$100.00	\$200.00	\$100.00	\$200.00	\$400.00	\$800.00	\$216.00	\$432.00	\$116.00	\$232.00	\$280.00	\$560.00
37	620-60.00B	4 In. White Acrylic Waterborne Pavement Marking Paint	LF	1,010	\$0.50	\$505.00	\$0.50	\$505.00	\$0.50	\$505.00	\$0.15	\$151.50	\$0.50	\$505.00	\$0.60	\$606.00	\$0.15	\$151.50
38	620-60.01B	4 In. Yellow Acrylic Waterborne Pavement Marking Paint	LF	2,066	\$0.50	\$1,033.00	\$0.50	\$1,033.00	\$0.50	\$1,033.00	\$0.15	\$309.90	\$0.50	\$1,033.00	\$0.60	\$1,239.60	\$0.15	\$309.90
39	620-61.24	Acrylic Waterborne Pavement Marking Paint, 24 In. White	LF	48	\$7.00	\$336.00	\$7.00	\$336.00	\$7.00	\$336.00	\$2.00	\$96.00	\$8.00	\$384.00	\$8.00	\$384.00	\$2.00	\$96.00
40	620-70.01	Pavement Marking Removal	LF	4,798	\$0.90	\$4,318.20	\$0.90	\$4,318.20	\$1.00	\$4,798.00	\$0.75	\$3,598.50	\$0.50	\$2,399.00	\$1.00	\$4,798.00	\$0.75	\$3,598.50
41	620-70.02	Pavement Marking Removal (Symbols)	EA	6	\$52.00	\$312.00	\$50.00	\$300.00	\$50.00	\$300.00	\$55.00	\$330.00	\$15.00	\$90.00	\$58.00	\$348.00	\$50.00	\$300.00
Total Signing/Striping Items =						\$30,119.80		\$29,351.70		\$31,534.00		\$30,443.70		\$51,218.00		\$33,195.60		\$45,540.90
BRIDGE ITEMS																		
42	206-10.00	Class 1 Excavation	CY	145	\$58.00	\$8,410.00	\$22.00	\$3,190.00	\$60.00	\$8,700.00	\$33.00	\$4,785.00	\$28.00	\$4,060.00	\$56.00	\$8,120.00	\$50.00	\$7,250.00
43	216-05.00	Removal of Bridges (4602048)	LS	1	\$12,000.00	\$12,000.00	\$13,150.00	\$13,150.00	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$48,500.00	\$48,500.00	\$29,000.00	\$29,000.00	\$37,000.00	\$37,000.00
44	607-99.03	Aesthetic 60 In. Pedestrian Fence (Structures)	LF	97	\$120.00	\$11,640.00	\$115.00	\$11,155.00	\$115.00	\$11,155.00	\$120.00	\$11,640.00	\$115.00	\$11,155.00	\$130.00	\$12,610.00	\$138.00	\$13,386.00
45	702-10.12	Structural Steel Piles (12 in.)	LF	438	\$71.60	\$31,360.80	\$70.50	\$30,879.00	\$133.00	\$58,254.00	\$71.00	\$31,098.00	\$121.00	\$52,998.00	\$96.00	\$42,048.00	\$80.00	\$35,040.00
46	702-70.00	Pile Point Reinforcement	EA	12	\$100.00	\$1,200.00	\$90.00	\$1,080.00	\$150.00	\$1,800.00	\$100.00	\$1,200.00	\$108.00	\$1,296.00	\$140.00	\$1,680.00	\$150.00	\$1,800.00
47	703-20.03	Class B Concrete (Substructure)	CY	33.8	\$940.00	\$31,772.00	\$702.00	\$23,727.60	\$900.00	\$30,420.00	\$1,000.00	\$33,800.00	\$733.00	\$24,775.40	\$1,675.00	\$56,615.00	\$850.00	\$28,730.00
48	703-42.22	Slab on Concrete Beam	SY	317	\$306.00	\$97,002.00	\$218.00	\$69,106.00	\$330.00	\$104,610.00	\$320.00	\$102,400.00	\$253.00	\$80,201.00</				



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: January 5, 2017

Re: MoDOT License Agreement for Bridge (#348) over Hamilton Creek

Background

As you know, the Department of Public Works is planning to replace the existing bridge on Woods Road over Hamilton Creek immediately west of State Route 109. The project, which is scheduled for construction in 2017, is federally funded. The City will pay 20% of the cost of the project, with the remaining 80% covered by the federal funds (not to exceed \$ 648,000). The proposed improvements, which will be maintained by the City, are located adjacent to MoDOT right of way for Route 109. Due to close proximity with MoDOT's right-of-way, during the design of the bridge it was deemed necessary that a portion of the bridge and guardrail encroach onto MoDOT's right-of-way. While MoDOT is agreeable with the encroachment, they are requiring the City to enter into a license agreement, which formally allows us to build and maintain the proposed improvements on the right-of-way for Route 109.

Recommendation

The Department of Public Works recommends that the City enter into a Bridge Wingwall and Guardrail License Agreement with the Missouri Highways and Transportation Commission. A copy of the draft agreement, which has been reviewed by City Attorney John Young, follows this memo.

Reasons for Recommendation

- Execution of the agreement is required by MoDOT in order for us to proceed with the construction of the Wood Road Bridge Replacement project.
- The agreement allows us to build and maintain the bridge wingwall and a portion of the guardrail on MoDOT's right of way. MoDOT will maintain a portion of the guardrail that runs along Route 109.
- The agreement does not obligate us to maintain any MoDOT improvements, just the improvements constructed under the Woods Road Bridge replacement project.

Assuming a recommendation authorizing the agreement with MoDOT from the Committee, the Department will prepare an authorizing bill, which will be submitted to the City Council for consideration on January 23rd.

I will be available for any questions or comments at the January 10, 2017 Administration/Public Works Committee Meeting.

RCB

CCO FORM: RW28
Approved: 06/09 (AR)
Revised: 01/15 (ASB)
Modified:

COUNTY: ST. LOUIS
ROUTE: 109

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
BRIDGE WINGWALL AND GUARDRAIL LICENSE AGREEMENT**

THIS AGREEMENT is entered into by the **MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION** (hereinafter, "Commission"), acting for and on behalf of its subordinate **MISSOURI DEPARTMENT OF TRANSPORTATION** (hereinafter "MoDOT"); and the CITY OF WILDWOOD (hereinafter, "CITY").

WITNESSETH:

WHEREAS, the Commission is an entity of the State of Missouri created by state law and owns and maintains Route 109, including its associated structures and fixtures such as bridges, as part of the State Highway System in St. Louis County, Missouri; and

WHEREAS, the CITY owns and operates the Woods Road Bridge and land abutting Route 109 (hereinafter "City of Wildwood's Property") located on the Woods Road; and

WHEREAS, the CITY proposes to construct a bridge wing wall and guardrail (hereinafter, "Proposed Structure") adjacent to the right of way limits of Route 109 at highway centerline station 89+39.78, pursuant to the plans and specifications as referred to herein, in order to access the City of Wildwood's property; and

WHEREAS, the Commission agrees to allow the CITY to pave a portion of the Commission's property for this purpose, and will license the CITY's users to cross the Commission's property on that paved Proposed Structure, subject to the terms and conditions herein stated.

NOW, THEREFORE, in consideration of the promises, covenants and representations in this Agreement, the parties agree as follows:

(1) DEFINITIONS: In this Agreement, the listed terms are to be given the meanings provided in the subparagraphs below:

(A) CITY: This term means THE CITY OF WILDWOOD, a Missouri charter city.

(B) Commission: This term means the Missouri Highways and Transportation Commission, a state constitutional entity. Where the term "Commission" is used alone, it includes its subordinate agency, MoDOT, and the officials, agents,

representatives and employees of the Commission and MoDOT.

(C) MoDOT: This acronym means the Missouri Department of Transportation, a state executive branch department. Where the context permits, the term also includes the officials, agents, representatives and employees of MoDOT.

(2) LICENSE GRANTED: The Commission hereby grants the CITY, its successors and assigns, a non-exclusive license to build and maintain the Proposed Structure adjacent to Route 109 at the location described on Exhibit "A", attached hereto and incorporated herein by reference, and use such additional space adjacent to the Proposed Structure as may be reasonably necessary for working room during the period that the Proposed Structure is under construction and for maintenance of the Proposed Structure thereafter.

(3) CONSIDERATION FOR THIS LICENSE: In consideration of the payment of the sum of one dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the Commission grants this license to the CITY to use the land and airspace within the area described in Exhibit "A" to design, construct, maintain, and use the Proposed Structure. This license is revocable by the Commission through MoDOT officials, agents and representatives at any time, with or without cause; and this license is automatically revoked by operation of law if the CITY violates any term or condition of this Agreement.

(4) WORK BY THE CITY: The CITY shall construct the Proposed Structure over or under Route 109 at highway station 89+39.78 pursuant to the plans and specifications referred to herein, to provide a safe way for Proposed Structure users of the Proposed Structure to access the City of Wildwood's property. The Commission hereby grants the CITY, its successors and assigns, a non-exclusive license to use such additional space adjacent to the Proposed Structure as may be reasonably necessary for working room during the period that the Proposed Structure is under construction, and for maintenance of the Proposed Structure thereafter. It is the intent of the Commission that this Agreement and the license granted hereby shall constitute a right to non-exclusive occupancy and use of the Proposed Structure by the CITY for the access of the City of Wildwood's property, until this license is revoked or terminated by the Commission. The CITY understands that it and the users shall use this Proposed Structure at their own risk.

(5) COMMISSION OWNERSHIP: The Commission reserves the ownership and ultimate use of the property over or under which the Proposed Structure will be located and its adjacent highway property for transportation purposes. This non-exclusive license prohibits the use or conversion of the licensed Proposed Structure property to a § 4(f) [23 U.S.C. § 138; 49 U.S.C. § 303] use, or potentially a § 6(f) [16 U.S.C. § 4601-8] use. It is expressly understood and agreed that the primary use and purpose of the Commission's property over or under which the Proposed Structure will be located, which is the subject matter of this license, shall be and remain as state highway property for transportation purposes only.

(6) CERTIFICATES/PERMITS: Since the Proposed Structure location is within a regulated floodplain, the CITY's Engineer will obtain, complete and/or provide the necessary permits and the no-rise certificate, which will certify that the proposed concrete surface and related Proposed Structure construction work will cause "no rise" in the 100-year flood elevation. This work shall comply with all Federal Emergency Management Administration (FEMA) and state and federal Clean Water Act permit and certification requirements.

(7) PROPOSED STRUCTURE DESIGN: The CITY and its consulting engineers, shall prepare final plans and final specifications for the Proposed Structure to be constructed on Commission property by the CITY. The Proposed Structure shall be designed to meet the requirements of the American Association of State Highway and Transportation Officials ("AASHTO"), the Americans with Disabilities Act (the "ADA"), and Commission design and construction standards. The CITY shall submit to Commission's District Engineer (the "District Engineer"), the final plans and specifications for the Proposed Structure and the adjacent segments, for written approval of the District Engineer, before any construction can begin on the Commission property. The general design and location of the Proposed Structure is shown on Exhibit "A."

(8) PROPOSED STRUCTURE PLANS APPROVAL: The Commission, through MoDOT, shall either approve or disapprove the final plans and specifications for the Proposed Structure within thirty (30) days of their receipt from the CITY. If the plans and specifications are not approved, MoDOT shall explain in writing what deficiencies exist that must be corrected before the Commission will approve those plans.

(9) PROPOSED STRUCTURE CONSTRUCTION: After written approval is obtained from the Commission and upon proper application by CITY, the Commission shall issue, through its District Engineer or his authorized representatives, any permits necessary for CITY to perform the work contemplated herein. The Proposed Structure shall be constructed in accordance with the approved plans and specifications to the satisfaction of the District Engineer or his authorized representatives.

(10) PLAN SHEET: The plan sheet showing the property lines and Proposed Structure area subject to this license is attached to this Agreement as Exhibit "A" and incorporated herein by reference.

(11) CONSTRUCTION CONTRACTOR: The Commission acknowledges that CITY will enter into a construction contract with an approved contractor (the "Contractor") to construct the Proposed Structure and adjacent segments in accordance with the approved construction plans and specifications. The CITY shall include the following provisions in the appropriate construction contract with the Contractor:

(A) Commission Inspection: The Commission's agents and employees will be authorized to inspect the work on the Proposed Structure on Commission property, and to approve or disapprove such work in the same manner as if the

construction contract has been entered into between the Contractor and the State of Missouri acting by and through the Commission. The Commission agrees that all such inspections shall be conducted in a timely and reasonable manner.

(B) Commission Inspection Before Final Acceptance: The Commission shall make a post-construction inspection of the Proposed Structure, and if it deems necessary, require additional Proposed Structure finishing work for safety or durability, before the CITY may give its final acceptance of the Proposed Structure construction work to the Contractor.

(C) Responsible Party for Payment: The Contractor will look solely to CITY for payments pursuant to the CITY's construction contract, including, but not limited to, payments for base contract work and change order work, and for claims pursuant to the contract or for breach thereof. The CITY's Contractor shall have no claim rights against the Commission, MoDOT, or their officials, employees, agents, representatives, successors or assigns.

(D) Construction Bonds: In the event that CITY shall use an outside contractor, CITY shall acquire from the Contractor and shall deliver, prior to commencement of work on the tunnels, executed copies of Contractor's performance and payment bonds from commercial surety companies qualified and authorized to do business in Missouri, each in a penal amount equal to the contract sum, assuring CITY and the Commission, which shall be named as obligees therein, as their interests may appear, of (1) performance of all contractual obligations, and (2) payment for all related labor, materials, and costs. Such bonds may be issued as part of performance and payment bonds on construction for City other than the Proposed Structure. The performance and payment bond requirement does not render the Proposed Structure construction project a public works project.

(12) RESTORATION OF COMMISSION PROPERTY: At all times during and after the construction of the Proposed Structure, the CITY and its Contractor shall maintain the Proposed Structure in a manner that will not injure or damage the paved highway facilities or any of the Commission property, except as specifically authorized herein. After construction of the Proposed Structure, the CITY shall restore the state property to its original condition or better, as determined by the District Engineer. Disturbed areas will be fine graded, seeded, mulched or sodded by CITY.

(13) PROPOSED STRUCTURE COST: CITY shall construct and maintain the Proposed Structure at its own cost and expense in accordance with the Final plans and final specifications approved by the Commission. If and when the highway is expanded, the CITY is fully responsible for the cost of any required modifications of the Proposed Structure.

(14) DURATION OF LICENSE: The Commission and the CITY agree that this license to design, construct, maintain, and use the Proposed Structure on Commission property shall exist indefinitely, subject to the Commission's right to revoke this license

at any time; which right of revocation shall be exercised reasonably. This license shall also terminate by operation of law if the CITY commits a material breach of this Agreement which is not promptly remedied and corrected by the CITY, and that breach is not excused or forgiven in writing by the Commission or its representatives.

(15) NOT A JOINT VENTURE: Nothing contained in this Agreement shall be deemed to constitute the Commission or MoDOT and the CITY as partners or joint venturers, or as jointly liable, in the CITY's design, construction, maintenance and operation of the Proposed Structure on Commission property for public use.

(16) NO KNOWLEDGE OF HAZARDOUS OR TOXIC SUBSTANCES ON PROPERTY: The Commission states that to the best of its knowledge and belief, there has been no generation, transportation, storage, treatment, disposal, release, leakage, spillage or emission of any hazardous or toxic substance or material or any aboveground or underground petroleum product contamination on the subject property during the Commission's ownership of the property, and the Commission's representatives are not aware of the presence of any such hazardous or toxic substance or material, or petroleum product contamination, on the subject site. The Commission makes no warranty or representation concerning the possibility of or absence of, concealed property contamination by such substances or materials, and the CITY assumes the risk of their presence, unknown and undetected. If the CITY discovers actual or potential hazardous or toxic substances or materials, or petroleum contamination on the subject property, the CITY is requested to leave the property and notify the Commission's MoDOT representatives immediately.

(17) HUMAN REMAINS, SACRED OBJECTS AND ARTIFACTS: If human remains, or Native American or other sacred objects, artifacts or items of value are encountered during the design, construction, maintenance or use of the Proposed Structure, they will be handled in accordance with the Native American Graves Protection and Repatriation Act plus Sections 194.400 to 194.410, RSMo, as amended. There are no known human remains, sacred objects, artifacts or other items of value in the vicinity of the Proposed Structure, to the best knowledge of MoDOT staff. However, if the CITY finds any human remains, sacred objects, artifacts, or other items of value on the subject property, the CITY shall immediately cease work on or the use of the Proposed Structure, and contact the Design-Historic Preservation Unit at MoDOT.

(18) ASSIGNMENT OF RIGHTS UPON DEFAULT, COMMISSION OPTION: If the CITY defaults on or abandons construction of the Proposed Structure, the CITY's rights in this Agreement may be assigned to the Commission at its option, and the Commission shall have the right, at its discretion, to complete construction of the Proposed Structure or demolish the structure. The Commission shall have the right to charge all Commission or MoDOT costs of the Proposed Structure construction or demolition to the CITY.

(19) TRAFFIC CONTROL PLAN, SIGNING AND SCHEDULING OF CONSTRUCTION: The CITY agrees to provide to the District Engineer a traffic control

plan for handling traffic during the contemplated Proposed Structure construction. The CITY agrees to provide construction signing in compliance with the Manual on Uniform Traffic Control Devices. This Agreement is conditioned upon written District Engineer approval of the traffic control plan and any revisions or modifications to the plan before construction may begin. All construction shall be scheduled to avoid or minimize disruption of traffic flow on Route 109 and other state highways. No state highway lane closures shall be authorized.

(20) MAINTENANCE AND REPAIR: At all times during the construction and after the completion of the Proposed Structure until the revocation of this license, the CITY shall maintain and repair at its own expense the Proposed Structure and all related CITY structures and approaches, so that these structures and the Commission's underlying and adjacent highway property will be kept safe and in good condition. The CITY's maintenance of the Proposed Structure and its vicinity shall be accomplished so as to cause no unreasonable interference with the use of or access to the Commission's state highway system. However, the CITY is not obliged to maintain any paved highway or shoulder area on Commission property, except for cleaning trash or items thrown from the Proposed Structure. Both parties agree that if this license is revoked, the obligations of the CITY under Section 7 of the Missouri Highways and Transportation Commission STP-Urban Program Agreement (the "STP Agreement"), entered into between the Commission and the CITY, and dated September 26, 2011, shall terminate as to the Proposed Structure only. To the extent that this Agreement conflicts with the STP Agreement, this Agreement controls and shall be deemed an amendment to the STP Agreement. By revoking this license, the Commission shall be deemed to have waived its right to enforce Section 7 of the STP Agreement as to the Proposed Structure and the Commission shall release and forever discharge the CITY from the CITY's obligations under Section 7 of the STP Agreement as to the Proposed Structure.

(21) COMMISSION ACTION IF THE CITY FAILS TO MAINTAIN PROPOSED STRUCTURE: If, within seventy-two (72) hours after receiving written or facsimile notice from the Commission reasonably requesting that the CITY perform maintenance or repairs on the Proposed Structure, the CITY (i) fails to begin the requested maintenance or repair work and (ii) such failure results in the Proposed Structure and adjacent Commission property not being clean, in good appearance and safe for use by CITY and its authorized users, the Commission (through MoDOT) shall have the authority, but not a duty or obligation, to maintain or repair the Proposed Structure on Commission property and charge all such costs of maintenance and repair to the CITY. If the CITY fails to begin making repairs within seventy-two (72) hours after receiving written or facsimile notice, or fails to continue with the repairs in a diligent manner to completion, the maintenance and repair work may be performed by MoDOT. However, if the District Engineer or his/her authorized representative determines that an actual or potential emergency exists that requires immediate repairs, then MoDOT may make immediate repairs without prior written notice, and charge those expenses to the CITY. Any Proposed Structure maintenance and repair expenses incurred by or on behalf of the Commission or MoDOT under this paragraph shall be the debt of, and shall be

chargeable to and fully compensated by, the CITY. The CITY's failure to maintain or repair the Proposed Structure in accordance with this Section shall constitute a material breach of this Agreement by the CITY. Likewise, the CITY's failure to promptly pay the Commission or MoDOT for the costs to maintain or repair the Proposed Structure in accordance with this Section shall constitute a material breach of this Agreement by the CITY.

(22) REQUIRED INSPECTIONS OF STRUCTURE:

(A) After completion of the construction of the Proposed Structure on the Commission's property, the CITY and its successors and assigns shall be required to have scheduled inspections of that structure by a registered engineer at least annually, to insure the safety of the Proposed Structure for the traveling public.

(B) The CITY shall be responsible for promptly submitting copies of all written annual or other Proposed Structure inspection reports to the following: (1) To the Commission's District Engineer having responsibility for Route 109; and (2) To the Commission's State District Engineer, located in the Commission Headquarters Building in Jefferson City, Missouri.

(23) INDEMNIFICATION:

(A) To the extent allowed by law, the CITY shall defend, indemnify and hold harmless the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the CITY's wrongful or negligent performance of its obligations under this Agreement. Notwithstanding anything herein to the contrary, no provision, term, or condition in this Agreement shall constitute, or be construed as, a waiver of the defenses of sovereign immunity, official immunity, or governmental immunity, by whatever name, as set forth in Section 537.600 RSMo. et. seq., for any monetary amount whatsoever, or of any other defenses, howsoever named, that are, or in the future may become, available to the parties by statute or common law.

(B) The CITY will require any contractor procured by the CITY to work under this Agreement:

(1) To obtain a no cost permit from the Commission's District Engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's District Engineer will not be required for work outside of the Commission's right-of-way); and

(2) To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds in amounts sufficient to

cover the sovereign immunity limits for Missouri public entities (\$500,000 per claimant and \$3,000,000 per occurrence) as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(24) NOTICE OF CLAIM OF POTENTIAL COMMISSION LIABILITY: In the event the Commission receives notice of any claim against it related to or arising out of the negligent or insufficient design, construction, maintenance, use or inspection of the Proposed Structure, the Commission will promptly notify the CITY in writing, attaching a copy of such claim or summarizing its content and the name of the claimant, if not in writing. The CITY shall, through its own legal counsel, proceed to defend the Commission as allowed by Missouri law, MoDOT, and their members, employees, officers and agents, from any such claim, and the Commission will fully cooperate with the CITY and its attorneys in their defense of these state entities, officials and employees. This CITY obligation to indemnify and defend shall not apply to or be deemed to include the intentional or negligent acts or omissions of the Commission or MoDOT, or their members, officers, agents and employees.

(25) LIABILITY INSURANCE: The CITY agrees to provide the Commission with liability insurance for coverage of the injuries and damages for which it, as a political subdivision, is legally obligated under Missouri law to pay, which was not caused by or as a result of any negligent, reckless, or intentional act of the Commission or MoDOT. Such insurance protection of the Commission shall be in the minimum limits of Five Hundred Thousand Dollars (\$500,000) per person and Three Million Dollars (\$3,000,000) per occurrence (or higher, as those limits may be increased under Section 537.600 RSMo) except for those claims governed by the provisions of the Missouri workers' compensation law, which policy shall provide workers' compensation for the statutory limits in accordance with Chapter 287, RSMo 2000, as amended. If a statutory limit of liability for a type of liability specified in this section is repealed or does not exist, the Commission shall set reasonable limits for that insurance coverage which shall be subject to adjustment periodically, in a written notice from the Commission to CITY.

(A) Additional Named Insured: Each such insurance policy shall specify as the "insured" or "additional named insured" the Commission, MoDOT, and their members, agents, officers and employees, who are collectively described in this provision as "the insured state entities". At the CITY's election, the insurance required by this provision may be included in one or more policies obtained by or on behalf of the CITY, naming another party or parties as insured also. However, if CITY elects to insure more than the insured state entities in any one policy, that policy shall contain a severability of interests clause, providing that the policy limits shall apply independently to the insured state entities separately from any other insured party, even if their

interests may conflict or be inconsistent.

(B) Duration of Insurance: The insurance coverage and protection required by this Agreement shall be and remain in force continuously, through original and any necessary successor policies of insurance, from prior to the time the CITY begins construction of the Proposed Structure on Commission property, for as long as that Proposed Structure remains open for public use of it and the adjacent segments. Upon request, the CITY shall provide the Commission and/or MoDOT with a copy of a certificate of insurance, showing that such insurance is in effect. And if any claim or suit is brought against the Commission or MoDOT, or their officials, employees, agents or representatives, the Commission and/or MoDOT may require the CITY to provide a full and complete copy of all applicable policies of insurance, appropriately endorsed.

(26) ASSUMPTION OF RISK: The CITY, by signing this license agreement, acknowledges that it has carefully read this legal document, and that it understands that the Commission property has vehicular traffic and other potential hazards on it that cannot reasonably be protected against, or warned of, in advance. By signing this license agreement, the CITY agrees to comply with the safety instructions it receives in this document and from MoDOT employees; the CITY acknowledges the existence of these and other risks on Commission property, and agrees to assume these risks by accepting this license, and by opening the Commission's highway property for the uses and activities authorized in this Agreement.

(27) LICENSE REVOCABLE – NO ASSIGNMENT: This license is revocable by the Commission or any appropriate MoDOT official if the CITY designs, constructs, maintains, uses or inspects the Proposed Structure in a negligent, reckless, wrongful or unsafe manner, or refuses to follow contract or safety instructions of MoDOT officials, or in any way breaches the terms of this license agreement. The CITY understands that it shall not assign or delegate any interest in this Agreement and shall not transfer any interest in or use of this license to another. This license is granted solely to the CITY and MoDOT authorized staff, and to no other person or entity.

(28) REVOCATION OF AGREEMENT: This license to construct, maintain, and use the Proposed Structure for access to the city of Wildwood's property is granted in this Agreement at the pleasure or discretion of the Commission. The occurrence of any one or more of the following shall constitute a material breach of this Agreement, rendering the CITY in default and, at the discretion of the Commission or its representatives, may result in the revocation of this license:

(A) Failure to Construct the Proposed Structure as Approved: The Proposed Structure is not completed in compliance with the plans and specifications approved or approved as modified by the Commission;

(B) Nonuse or Abandonment of Proposed Structure: The Proposed Structure ceases to be used for the purposes stated herein, or is abandoned;

(C) Damage or Disrepair: The Proposed Structure is damaged or falls into disrepair, such that it becomes structurally unsound or unsafe to be used for the purpose for which it was built, and the CITY will not repair the Proposed Structure to a condition satisfactory to the Commission;

(D) Violation of This Agreement: The CITY violates any material term or condition of this Agreement;

(E) Change in Use: The CITY changes or attempts to change the use, purpose or location of the Proposed Structure, without prior written approval of the Commission;

(F) Violation of Laws: The CITY constructs, operates, uses or maintains the Proposed Structure or any other structure on or within the Commission's property in violation of any state or federal laws or regulations applicable at that time, or in violation of this Agreement; but only after notice is given by the Commission specifying the violation and giving a reasonable opportunity to cure, not to exceed thirty (30) days, which violation is not cured by the CITY within the applicable time;

(G) Failure to Pay Debts: The CITY, its insurer, or any other agent or representative of the CITY fails to pay its debts or liabilities to the Commission under this Agreement;

(H) Failure to Maintain Insurance: The CITY fails to maintain insurance as required by this Agreement;

(I) Void or Invalid Agreement: This Agreement, or any material portion thereof, is deemed void or invalid by a court of competent jurisdiction.

(J) Redesign, Relocation, or Alteration of Highway: In the event that the Commission should find that it is necessary to redesign, relocate, or alter the highway at this location, the Commission, at its sole discretion, may terminate this license. Further, should the Commission find that changes to the highway or the Proposed Structure should be made at this location, but the Commission does not desire to terminate this agreement, the CITY shall bear the costs to relocate or modify the Proposed Structure to accommodate the Commission's redesign.

(29) RIGHT TO ENTER UPON THE PROPOSED STRUCTURE:

(A) During Construction: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon, inspect and approve all work, materials and equipment on or at the site of the Proposed Structure during its construction, at such time as the Contractor's employees or CITY employees may be present, without prior notice to or approval by the Contractor or the CITY.

(B) During Maintenance, Repair or Reconstruction: The Commission,

MoDOT, and their officials, employees, agents and representatives shall have the right to enter upon the Proposed Structure and to inspect and approve all work, materials and equipment there, during any maintenance, repair or reconstruction of the Proposed Structure, at such times as CITY employees or agents may be present, without prior notice to or approval of CITY.

(C) Inspections: The Commission, MoDOT, and their officials, employees, agents and representatives shall have the right to make periodic inspections of the Proposed Structure when they deem such inspections necessary or advisable, at any time that the Proposed Structure is open for public use.

(D) Emergency or Dangerous Condition: In the event of an emergency, or when the District Engineer or Commission's other authorized representative(s) have determined that a condition may exist on or adjacent to the Proposed Structure which represents an actual or potential danger to the traveling public, the Commission or MoDOT, and their authorized agents and employees may immediately enter upon the Proposed Structure to inspect. The Commission may request the CITY to repair that condition; or where appropriate, the Commission may perform all repairs by itself or through MoDOT or its contractors, and charge to and collect the costs of repair from the CITY.

(30) ADVERTISING RESTRICTIONS: No billboards or advertising is to be placed on or over the Commission's property or airspace, either within, on, attached to or apart from the Proposed Structure.

(31) OPPORTUNITY TO CURE: No material breach or default described in Paragraphs (21) or (28) shall be a basis for terminating or revoking this license or this Agreement until written notice is delivered to CITY specifying the material breach or default with particularity and giving the CITY a reasonable opportunity to cure, not to exceed thirty (30) days. The license may only be revoked for cause when that material breach or default is not cured by the CITY in the time given in which to cure that problem.

(32) REMOVAL OF THE PROPOSED STRUCTURE: In the event the license to maintain the Proposed Structure or this Agreement is revoked, and the Commission deems it necessary to request the removal of the Proposed Structure, the removal shall be accomplished by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the Proposed Structure removal to be paid by the CITY. The Commission hereby consents to the removal of the Proposed Structure by the CITY or its agents at any time, provided that such removal is performed by a responsible party, as determined by the Commission, in a manner approved by the Commission, with all costs and expenses associated with the removal paid by CITY.

(33) UTILITY RELOCATION: With respect to any utility facilities requiring relocation or adjustment in connection with the construction of the Proposed Structure,

the CITY agrees that said utility relocation or adjustment shall be in accordance with the detailed plans approved by the Commission, with all costs and expenses associated with the utility relocation or adjustment paid by CITY.

(34) NONDISCRIMINATION: The CITY, for itself, its representatives and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the property that no person on the grounds of race, color, religion, creed, national origin, disability, sex or age shall be denied the benefits of or otherwise be subjected to discrimination in the construction or use of the Proposed Structure.

(35) AMENDMENTS: Any change in this Agreement, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of CITY and the Commission.

(36) AUTHORITY TO EXECUTE: The signers of this Agreement warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this Agreement.

(37) SEVERABILITY: If any clause or provision of this Agreement is found to be void or unenforceable by a court or district of proper jurisdiction, then the remaining provisions not void or unenforceable shall remain in full force and effect.

(38) SURVIVABILITY: The CITY's obligations to the Commission under this Agreement shall survive the revocation of its Commission license to construct and maintain the Proposed Structure.

(39) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the state of Missouri. The CITY shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(40) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or respecting its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(41) AUTHORITY TO GRANT LICENSE: The parties enter into this Agreement with full understanding that the Commission, to the best of its knowledge and belief, has the authority to grant (or revoke) this license. The Commission makes no representation that it has full fee simple title to the highway property which is the subject of this Agreement. In the event this Agreement is rendered null and void based upon a determination that the Commission did not have the authority to grant this license on the subject property, the Commission will not be responsible for any damages, costs or other expenses incurred by CITY in the implementation of this Agreement, or in the CITY's design, construction, maintenance, repair, use or inspection of the Proposed Structure.

(42) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City:
16860 Main Street
Wildwood, MO 63040
Facsimile No: 636-458-6969

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017
Facsimile No: 573-522-6480

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this _____ day of _____, 2016.

Executed by the Commission this _____ day of _____, 2016.

**MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION**

CITY OF WILDWOOD

By: _____

By: _____

Title _____

Title _____

Attest: (SEAL)

Attest: (SEAL)

Secretary to the Commission

By: _____

Title: _____

Approved as to Form:

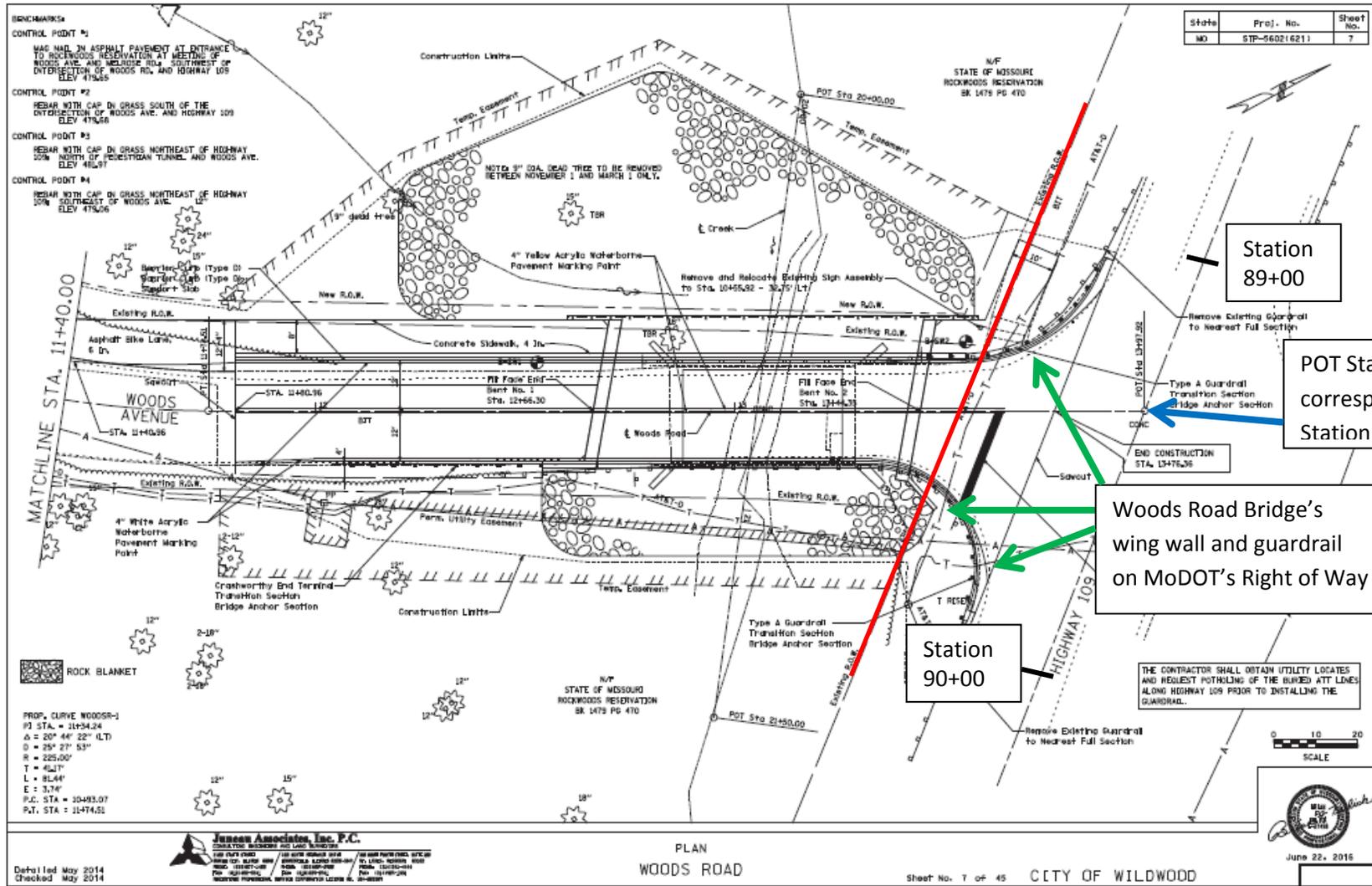
Approved as to Form:

Commission Counsel

By: _____

Title: _____

Ordinance No. _____



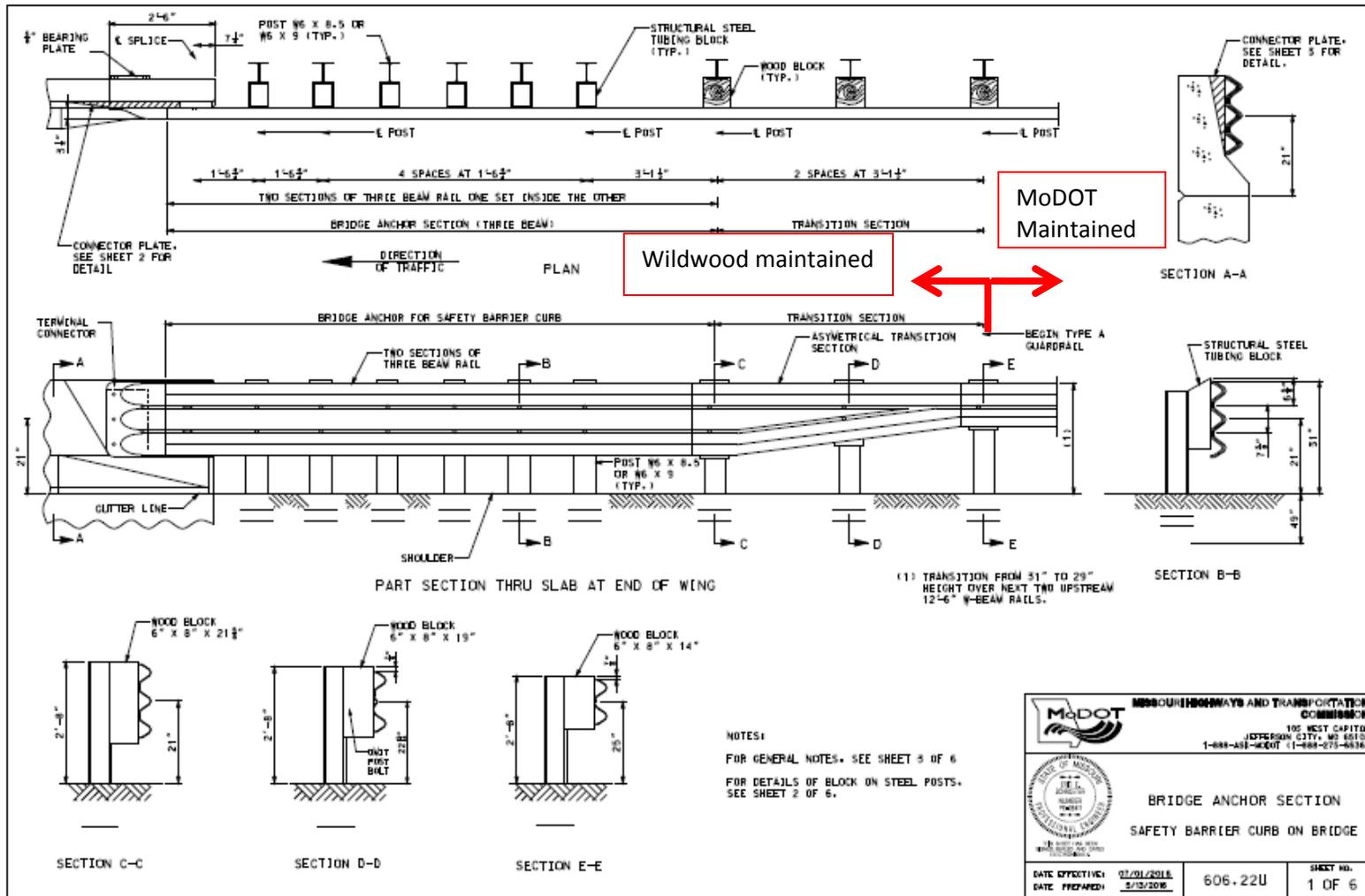
Arrow to Wildwood Point on Tangent (POT) = MoDOT Station 89+39.78



Location of Wing Wall and Guardrail on MoDOT's ROW



MoDOT and Wildwood Right of Way Border



IF A SHEET IS PRESENT ON THIS SHEET OF THIS DRAWING, IT SHALL BE MAINTAINED AS SHOWN.

MoDOT and Wildwood Guardrail Maintenance at Route 109 and Woods Road Bridge - MoDOT's guardrail maintenance would end at the Type A Guardrail and Wildwood would maintain the Guardrail Transition and Bridge Anchor Section.