WILDWOOD

CITY COUNCIL AGENDA

COUNCIL CHAMBERS
7:30 P.M.
Monday, January 25, 2016

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES – January 11, 2016 Work Session & Regular Agenda Minutes

Documents: 1-11-16 DRAFT COUNCIL MINUTES.PDF

V. MAYOR APPOINTMENTS/ANNOUNCEMENTS

V.I. Appointment Of Members To The Pond-Grover Loop Road Extension Committee (Ward Five)

Documents: APPOINTMENT OF MEMBERS TO POND GROVER LOOP ROD EXT. COM..PDF

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

VII.I. P.Z. 14-15 City Of Wildwood Planning And Zoning Commission, C/O Department Of Planning, 16860 Main Street, Wildwood, Missouri 63040
(Referred to the Planning/Economic Development/Parks Committee of City Council at the January 11, 2016 City Council Meeting.)

A request to amend Chapter 415.410 Sign Regulations for "FP," "PS," "NU," and all "R" Districts and Chapter 415.420 Sign Regulations for all "C" and "M" Districts of the City of Wildwood's Zoning Ordinance to consider the addition of new language to allow electronic message boards for certain institutional, not-for-profit, and commercial organizations. Currently, these types of displays are prohibited within the City of Wildwood. (Wards – All)

VII.II. A Response To A Communication From Jenny Mitchell, Director Of Property Management For The Desco Group, Which Is Dated October 20, 2015, Regarding St. Louis County's P.C. 219-85 Alfred L. Hicks And J.L. Mason Of Missouri, Inc.;

(To Remain Postponed - Postponed at the January 11, 2016 City Council Meeting)

Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward Seven)

VII.III. A Response To A Communication From Drew Bextermueller, Director Of Real Estate For Dierbergs Markets, Inc., Which Is Dated November 17, 2015, Regarding P.Z. 14-98 Dierbergs Wildwood Town Center; Amended C-8 Planned Commercial District (Downtown District Designation Under The Town Center Plan)
(To Be Postponed)

south side of State Route 100, east of Taylor Road (Street Address: 2400 Taylor Road/Locator Number: 23V320195); that seeks modifications to the existing site-specific ordinance (Ordinance #1001) that governs the Dierbergs Wildwood Town Center development relative to the uses permitted on Outlots G and H, as well as the addition of a drive-thru facility, as part of Outlot G. (Ward Eight)

VIII. LEGISLATION

VIII.I. UNFINISHED BUSINESS

VIII.I.A. BILL #2145

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE CHANGE IN THE ZONING OF NINE (9) PROPERTIES THAT TOTAL 78.7 ACRES OF AREA FROM THE NU NON-URBAN RESIDENCE DISTRICT, THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT, THE R-4 7,500 SQUARE FOOT RESIDENCE DISTRICT, AND THE R-6 AND R-6A 4,500 SQUARE FOOT RESIDENCE DISTRICT, WITH A PLANNED ENVIRONMENT UNIT (PEU) AND A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TO THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT (TOWN CENTER "NEIGHBORHOOD GENERAL DISTRICT" AND "NEIGHBORHOOD EDGE DISTRICT"), WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), WHICH ARE ALL LOCATED ON THE NORTHWEST CORNER OF TAYLOR ROAD AND STATE ROUTE 100, WHICH WILL ALLOW THIS SITE'S USE FOR ONE HUNDRED NINETY-FOUR (194), SINGLE FAMILY DETACHED DWELLINGS ON INDIVIDUAL LOTS, WITH PUBLIC SPACE AND COMMON GROUND. *Recommended by the City Council (*Second Reading) (Ward Five)

Documents: 2145 AMENDED BRIGHT LEAF.PDF

VIII.I.B. BILL #2146

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4285 FOX CREEK ROAD WITHIN THE CITY OF WILDWOOD *Recommended by the Department of Public Works* (Second Reading) (Ward Six)

Documents: 2146 FOX CREEK TREE FARM.PDF

VIII.I.C. BILL #2147

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY DEDICATION PLAT FOR FOX CREEK ROAD, TO BE OBTAINED FROM LAND AREA OWNED BY THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, BEING PART OF ROCKWOODS RANGE, AND A PORTION OF PRIVATELY-HELD PROPERTY OWNED BY FOX CREEK TREE FARM LLC, ALL OF WHICH ARE LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST AND WEST SIDES OF FOX CREEK ROAD, SOUTH OF STATE ROUTE 100, INCLUSIVE OF ADDITIONAL AREA ON THE EAST SIDE OF FOX CREEK ROAD TO ACCOMMODATE A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF ROADWAY IMPROVEMENTS, INCLUDING A BRIDGE REPLACEMENT.

Recommended by the Department of Planning (Second Reading) (Ward Six)

Documents: 2147 DEDICATION PLAT FOR FOX CREEK RD.DOC.PDF

VIII.I.D. BILL #2148

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH COCHRAN ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE DEVELOPMENT OF A SALT STORAGE FACILITY TO BE LOCATED ADJACENT TO THE INTERSECTION OF MANCHESTER ROAD AND ST. ALBANS ROAD WITHIN THE CITY OF WILDWOOD. *Recommended by the Administration/Public Works Committee* (Second Reading) (Ward One)

Documents: 2148 SALT STORAGE FACILITY DESIGN.PDF

VIII.II. NEW BUSINESS

VIII.II.A. BILL #2149

AN ORDINANCE DETERMINING THE COMPENSATION FOR THE OFFICE OF THE MAYOR AND AMENDING SECTION 110.040 OF THE MUNICIPAL CODE. *Recommended by the Administration/Public Works Committee* (First Reading) (Wards – All)

Documents: 2149 MAYOR COMPENSATION.PDF

VIII.II.B. BILL #2150

AN ORDINANCE DETERMINING THE COMPENSATION FOR CITY COUNCIL MEMBERS AND AMENDING SECTION 110.110 OF THE MUNICIPAL CODE. *Recommended by the Administration/Public Works Committee* (First Reading) (Wards – All)

Documents: 2150 COUNCIL MEMBER COMPENSATION.PDF

VIII.II.C. BILL #2151

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH GERSHENSON CONSTRUCTION FOR THE DEVELOPMENT OF PHASE TWO OF THE COMMUNITY PARK PROJECT, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, WHICH INCLUDES THE BASE PROPOSAL AND THE SINGLE ADD ALTERNATE (#1), IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. *Recommended by the City Council* (First Reading) (Ward One)

Documents: 2151 COMMUNITY PARK PHASE 2 - GERSHENSON CONSTRUCTION.PDF

VIII.II.D. BILL #2152

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES CHANGES IN AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1389 TO ACCOMMODATE THE REUSE OF THE EXISTING BUILDING, BEING LOCATED IN THE TOWN CENTER AREA, FOR RETAIL, OFFICE, AND THE CUSTOM FABRICATION OF FURNITURE, THEREBY FACILITATING ITS RE-OCCUPANCY IN THIS REGARD, ALL BEING CONSISTENT WITH THE LETTER OF RECOMMENDATION APPROVED BY THE PLANNING AND ZONING COMMISSION ON OCTOBER 12, 2015 AND FORWARDED TO CITY COUNCIL FOR CONSIDERATION AND ACTION. *Recommended by the Planning and Zoning Commission* (First Reading) (Ward Eight)

Documents: 2152 DANIEL STERNS- PC CLIFF RUFKHAR.PDF

VIII.III. RESOLUTION(S)

VIII.III.A. RESOULTION #2016-02

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LOCHMUELLER GROUP INC. FOR THE COMPLETION OF A TRAFFIC STUDY FOR THE PROPOSED EXTENSION OF POND-GROVER LOOP ROAD WITHIN THE CITY OF WILDWOOD. (Ward Five)

Documents: 2016-02 POND GROVER LOOP ROAD TRAFFIC STUDY.PDF

VIII.III.B. RESOLUTION #2016-03

A RESOLUTION AUTHORIZING THE CITY OF WILDWOOD, TOGETHER WITH OTHER SAINT LOUIS COUNTY MUNICIPALITIES, TO JOINTLY ENGAGE R. J. SCHERR & ASSOCIATES FOR CERTAIN LEGISLATIVE LOBBYING SERVICES. (Wards – All)

Documents: 2016-03 RJ SCHERR AGREEMENT.PDF

VIII.III.C. RESOLUTION #2016-04

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACCORD BUILDING SERVICES FOR CUSTODIAL SERVICES AT THE WILDWOOD MUNICIPAL BUILDING, INCLUDING THE WILDWOOD POLICE PRECINCT, AND OLD POND SCHOOL. (Wards One and Eight)

Documents: 2016-04 ACCORD BUILDING SERVICES AGREEMENT.PDF

VIII.III.D. RESOLUTION #2016-05

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MURPHY COMPANY FOR PREVENTIVE MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE WILDWOOD MUNICIPAL BUILDING, INCLUDING THE WILDWOOD POLICE PRECINCT. (Ward Eight)

Documents: 2016-05 MURPHY COMPANY AGREEMENT.PDF

IX. OTHER

IX.I. APPROVAL OF EXPENDITURES (Wards – All)

Documents: APPROVAL OF EXPENDITURES 1-25-16.PDF

IX.II. Construction Project Update

Documents: CONSTRUCTION PROJECT UPDATE 1-22-2016.PDF

X. ADJOURNMENT

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

City Council 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 City Council 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]; sealed bids and related documents, until the bids are opened' and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994]

The City of Wildwood Is Working to Comply with the Americans with Disabilities Act Mandates. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall, (636) 458-0440 at Least 48 Hours in Advance.

CITY OF WILDWOOD

JANUARY 11, 2016 RECORD OF PROCEEDINGS

CITY OF WILDWOOD
MEETING OF CITY COUNCIL
WILDWOOD CITY HALL
16860 MAIN STREET
WILDWOOD, MO 63040

The meeting was called to order at 7:30 P.M.

A roll call was taken, with the following results:

Present at Roll Call:	Mayor Tim Woerther Council Member Greg Stine Council Member Jeff Levitt Council Member Debra McCutchen Council Member Dave Bertolino Council Member Sue Cullinane Council Member Jim Baugus Council Member Larry McGowen Council Member Glen DeHart Council Member Larry Goodson Council Member Joe Garritano Council Member Marc Cox Council Member Katie Dodwell Council Member Ed Marshall Council Member Ray Manton
Absent:	Council Member Jim Bowlin Council Member David Sewell
A quorum was present	
Also present:	Mr. Ryan Thomas, City Administrator Mr. Rob Golterman, City Attorney Mr. Joe Vujnich, Director of Planning and Parks Mr. Rick Brown, Director of Public Works Ms. Liz Weiss, City Clerk

PLEDGE OF ALLEGIANCE

Mayor Woerther led the Pledge of Allegiance.

APPROVAL OF MINUTES

The minutes of the December 14, 2015 City Council meeting were submitted for approval. A motion was made by Council Member Marshall, seconded by Council Member Manton, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

MAYOR APPOINTMENTS/ANNOUNCEMENTS

Mayor Woerther acknowledged and thanked the St. Louis County Police Department – Wildwood Precinct, City Staff, and first responders for their hard work and response to the historic flooding, that took place at the end of December.

PUBLIC PARTICIPATION

Jeff Bone, 323 Harbour Pointe Drive, provided photographs and described an on-going issue he has had with an adjacent property owner's installation of an expanded driveway. He stated the City should enact stricter regulations with regards to the installation of flatwork.

Victoria Allen, 651 Idle Rock Farm, stated her concern with the EPA (Environmental Protection Agency's) response to the City's inquires and the de-listing of contaminated properties. She added it was her belief that a Human Health Risk Assessment should be completed by Dr. DeFur.

Barbara Sprenger, 84 Strecker Road, stated her concern with the EPA (Environmental Protection Agency's) response to the City's inquires in its letter and the de-listing of contaminated properties. She added it was her belief that a Human Health Risk Assessment should be completed by Dr. DeFur.

Mary Morton, 211 Strecker Farms Court, stated her concern with the EPA (Environmental Protection Agency's) response to the City's inquires in its letter and the de-listing of contaminated properties. She added it was her belief that a Human Health Risk Assessment should be completed by Dr. DeFur.

Christine Walker, 16616 Green Pines Drive, stated her concern with increased traffic on her street and believes that if Birch Forest Drive was extended into the proposed Bright Leaf development, if could alleviate traffic. She also implored the City Council to listen to all residents.

Christy Pitney, 16919 Hickory Crest Drive, stated her concern with the roadway extensions noted in Bill #2145 and was under the impression the City was going to meet with residents before considering legislation. She requested the City Council vote no on Bill #2145 and considers the roadway connections to the proposed Bright Leaf development separately.

Joyce Fermanek, 2405 Evergreen Forest Court, stated her concerns with Bill #2145, the proposed Bright Leaf Development, and noted the importance of the City's Master Plan, green space, and accountability to the citizens.

Bill Houston, 16583 Birch Forest Drive, stated his concerns with Bill #2145, the proposed Bright Leaf Development, and the connection of it to Birch Forest Drive.

Linda Roth, 16928 Kingstowne Place Drive, stated her opposition to the extension of the Pond Grover Loop Road, in association with the proposed Bright Leaf development.

Valentin Militchin, 15931 Sandlewood Creek Drivem stated his concern with traffic associated with the proposed Bright Leaf development.

Betsy Ragelis, 15960 Sandalwood Creek Drive, stated her concerns with Bill #2145 and the proposed Bright Leaf Development and asked the City Council to vote against it.

Susan Treiber, 15912 Sandalwood Creek Drive, stated her concerns with Bill #2145 and the proposed Bright Leaf Development, and asked the City Council to vote against it.

Gary Schroeder, 16642 Evergreen Forest Drive, stated his concerns with Bill #2145 and the proposed Bright Leaf Development, and asked the City Council to vote against it.

Betsy Vanderheyden, 16560 Birch Forest Drive, stated her concerns with Bill #2145 and the proposed Bright Leaf Development, and stated the importance of trails as connectors between developments.

Scott Johnson, 2404 Winter Forest Court, stated her concerns with Bill #2145 and the proposed Bright Leaf Development, and stated the importance of trails as connectors between developments.

Pam Cassell, 16586 Birch Forest Drive, stated her concerns with Bill #2145 and the proposed Bright Leaf Development, and asked the City Council to vote against it.

Roger Pierson, 16587 Birch Forest Drive, stated his concerns with Bill #2145 and the proposed Bright Leaf Development, and stated the importance of trails as connectors between developments.

Joseph A. King, 16912 Kingstowne Place Drive, stated his concerns with Bill #2145 and the proposed Bright Leaf Development.

Tammy Shea, 18132 Sunny Top Court, stated her concern with the EPA (Environmental Protection Agency's) response to the City's inquires in its letter dated and the de-listing of contaminated properties. She added it was her belief the City should have a Human Health Risk Assessment completed by Dr. DeFur.

PUBLIC HEARING(S)

A public hearing regarding the compensation provided for the elected positions of Mayor and City Council Member for the City of Wildwood. The current compensation for the Mayor is $5,000.00 per year, and the current compensation for a City Council Member is $100.00 per City Council Meeting attended. The compensation is set by ordinance, separately for each position, as determined by the City Council. No change in such compensation can become effective until the commencement of a new term of office, as provided for in the City Charter. (Wards – All)

Mayor Woerther opened the public hearing. City Clerk Weiss read the public hearing into the record.

City Administrator Thomas noted at the October 27, 2015 Administration/Public Works Committee Meeting, discussion was held regarding the compensation provided to the Mayor and City Council Members for the City of Wildwood. Per the Charter, the City Council shall determine the compensation of both the Mayor and City Council Members by Ordinance, but no increase in such compensation shall become effective for the Mayor or any City Council Member until the commencement of a new term of office. He added the Administration/Public Works

Committee recommended the following increases in compensation (approved by a 4-2 vote): Mayor from $5,000/Year to $10,000/Year; and City Council Member from $100/City Council Meeting to $200/City Council Meeting. He concluded, this recommendation was supported by a majority of the City Council and tonight's public hearing is to allow consideration of it, followed by consideration of the necessary legislation to amend the compensation provided for the Mayor and City Council Members.

Discussion was held among City Council Members regarding the following: concern with individuals serving as an elected official just for compensation; and the belief the recommended increase in compensation is consistent with other local municipalities.

A motion was made by Council Member Levitt, seconded by Council Member Stine, to authorize the preparation of the necessary legislation regarding the increased compensation of the Mayor and City Council Members, as recommended by the Administration/Public Works Committee.

A roll call vote was taken with the following results:
Ayes – Stine, Levitt, McCutchen, McGowen, DeHart, Goodson, Garritano, Dodwell, and Marshall
Nays – Bertolino, Cullinane, Baugus, Cox, and Manton
Absent – Bowlin and Sewell
Whereupon Mayor Woerther declared the motion approved.

There being nothing further, Mayor Woerther closed the public hearing.

P.Z. 14-15 City of Wildwood Planning and Zoning Commission, c/o Department of Planning, 16860 Main Street, Wildwood, Missouri 63040 - A request to amend Chapter 415.410 Sign Regulations for "FP," "PS," "NU," and all "R" Districts and Chapter 415.420 Sign Regulations for all "C" and "M" Districts of the City of Wildwood's Zoning Ordinance to consider the addition of new language to allow electronic message boards for certain institutional, not-for-profit, and commercial organizations. Currently, these types of displays are prohibited within the City of Wildwood. (Wards – All)

Mayor Woerther opened the public hearing. City Clerk Weiss read the public hearing into the record.

Director of Planning Vujnich stated the Planning and Zoning Commission has completed its review relating to the request to amend sections of the City's Sign Regulations and to consider the addition of new language to allow electronic message boards for certain institution, not-for-profit, and commercial organizations. He added, as part of the Commission's review, information relating to how these types of signs are treated by other cities was considered. He concluded by noting, the vote to approve the Letter of Recommendation failed for a lack of majority.

Discussion was held among the City Council Members regarding the following: the objections to this type of signage identified by the Planning and Zoning Commission; reluctance to consider these sign requests as a Conditional Use Permit (CUP) request; the suggestion to refer this item to the Planning/Economic Development/Parks Committee for further review; the belief electronic message boards are distracting and not aesthetically pleasing; and the number of many potential organizations could request this type of signage.

Tammy Shea, 18132 Sunny Top Court, stated the significance that this request failed at the Planning and Zoning Commission and that it is her belief the aesthetics of electronic message boards don't fit the character of the City of Wildwood.

A motion was made by Council Member Cox, seconded by Council Member Dodwell, to refer this request to the Planning/Economic Development/Parks Committee of the City Council to consider it further.

A roll call vote was taken with the following results:
Ayes – Levitt, Bertolino, Cullinane, Baugus, McGowen, DeHart, Garritano, Cox, Dodwell, and Marshall
Nays – Stine, McCutchen, Goodson, and Manton
Absent – Bowlin and Sewell
Whereupon Mayor Woerther declared the motion approved.

(TO BE POSTPONED)

A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, regarding St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.; Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward – Seven)

A motion was made by Council Member Levitt, seconded by Council Member Stine, to postpone the public hearing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

AMENDED

BILL # 2141 **AN ORDINANCE SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY OF WILDWOOD, MISSOURI, FOR THEIR APPROVAL AT THE GENERAL MUNICIPAL ELECTION TO BE HELD IN THE CITY ON THE 5TH DAY OF APRIL, 2016, A PROPOSITION TO AUTHORIZE THE CITY TO CONTINUE APPLYING AND COLLECTING THE LOCAL SALES TAX ON THE TITLING OF MOTOR VEHICLES, TRAILERS, BOATS, AND OUTBOARD MOTORS THAT WERE PURCHASED FROM A SOURCE OTHER THAN A LICENSED MISSOURI DEALER. *Recommended by the Administration/Public Works Committee* (Second Reading) (Wards – All)**

A motion was made by Council Member Levitt, seconded by Council Member Cullinane, for the second reading of Amended Bill #2141. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Amended Bill #2141 was read for the second time by title only.

A roll call vote was taken for passage and approval of Amended Bill #2141, with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, Marshall and Manton
Nays – None
Absent – Bowlin and Sewell
Whereupon Mayor Woerther declared Amended Bill #2141 approved, passed and it became ORDINANCE #2141.

BILL #2144 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO RENEW A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH COCHRAN ENGINEERING, INC. FOR CONSTRUCTION INSPECTION AND MATERIAL TESTING SERVICES WITHIN THE CITY OF WILDWOOD. *Recommended by the Administration/Public Works Committee* (Second Reading) (Wards – All)**

A motion was made by Council Member Marshall, seconded by Council Member Dodwell, for the second reading of Bill #2144. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2144 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2144, with the following results:
Ayes – Stine, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, Marshall and Manton
Nays – None
Absent – Levitt, Bowlin, and Sewell
Whereupon Mayor Woerther declared Bill #2144 approved, passed and it became ORDINANCE #2144.

NEW BUSINESS

BILL #2145 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE CHANGE IN THE ZONING OF NINE (9) PROPERTIES THAT TOTAL 78.7 ACRES OF AREA FROM THE NU NON-URBAN RESIDENCE DISTRICT, THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT, THE R-4 7,500 SQUARE FOOT RESIDENCE DISTRICT, AND THE R-6 AND R-6A 4,500 SQUARE FOOT RESIDENCE DISTRICT, WITH A PLANNED ENVIRONMENT UNIT (PEU) AND A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TO THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT (TOWN CENTER "NEIGHBORHOOD GENERAL DISTRICT" AND "NEIGHBORHOOD EDGE DISTRICT"), WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), WHICH ARE ALL LOCATED ON THE NORTHWEST CORNER OF TAYLOR ROAD AND STATE ROUTE 100, WHICH WILL ALLOW THIS SITE'S USE FOR ONE HUNDRED NINETY-FOUR (194), SINGLE FAMILY DETACHED DWELLINGS ON INDIVIDUAL LOTS, WITH PUBLIC SPACE AND COMMON GROUND.** ***Recommended by the City Council (*****First Reading) (Ward Five)**

A motion was made by Council Member Bertolino, seconded by Council Member Cullinane, for the first reading of Bill #2145. A voice vote was taken with an affirmative result and the motion was declared passed (Council Members Stine and McCutchen voted Nay). Bill #2145 was read for the first time by title only.

A motion was made by Council Member Marshall, seconded by Council Member McGowen, to extend the meeting past 10:00 p.m. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

BILL #2146 **AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4285 FOX CREEK ROAD WITHIN THE CITY OF WILDWOOD** ***Recommended by the Department of Public Works*** **(First Reading) (Ward Six)**

A motion was made by Council Member Goodson, seconded by Council Member Manton, for the first reading of Bill #2146. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2142 was read for the first time by title only.

BILL #2147 **AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY DEDICATION PLAT FOR FOX CREEK ROAD, TO BE OBTAINED FROM LAND AREA OWNED BY THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, BEING PART OF ROCKWOODS RANGE, AND A PORTION OF PRIVATELY-HELD PROPERTY OWNED BY FOX CREEK TREE FARM LLC, ALL OF WHICH ARE LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST AND WEST SIDES OF FOX CREEK ROAD, SOUTH OF STATE ROUTE 100, INCLUSIVE OF ADDITIONAL AREA ON THE EAST SIDE OF FOX CREEK ROAD TO ACCOMMODATE A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF ROADWAY IMPROVEMENTS, INCLUDING A BRIDGE REPLACEMENT.** ***Recommended by the Department of Planning*** **(First Reading) (Ward Six)**

A motion was made by Council Member Dodwell, seconded by Council Member Goodson, for the first reading of Bill

#2147. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2147 was read for the first time by title only.

BILL #2148 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH COCHRAN ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE DEVELOPMENT OF A SALT STORAGE FACILITY TO BE LOCATED ADJACENT TO THE INTERSECTION OF MANCHESTER ROAD AND ST. ALBANS ROAD WITHIN THE CITY OF WILDWOOD. *Recommended by the Administration/Public Works Committee* (First Reading) (Ward One)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, for the first reading of Bill #2148. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2148 was read for the first time by title only.

RESOLUTION(S)

RESOLUTION #2016-01 **A RESOLUTION AUTHORIZING A CONTRACT WITH CONTEMPORY PRODUCTIONS, L.L.C., FOR THE SCHEDULING OF A MUSIC PERFORMANCE THAT HAS A FEE IN EXCESS OF $5,000.00, AS PART OF THE 2016 WILDWOOD CONCERT SERIES (Wards – All).**

A motion was made by Council Member Manton, for the reading of Resolution #2016-01, which motion was seconded by Council Member Garritano. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Resolution #2016-01 was read into the record. A voice vote was taken for the approval of Resolution #2016-01 with a unanimous affirmative result.

OTHER

United States Environmental Protection Agency (EPA) Written Response to Letter Sent by Mayor Woerther and Future Actions (Wards – All)

City Administrator Thomas noted the City received a letter from the United States Environmental Protection Agency (EPA), in response to the City's letter of August 25, 2015 regarding the Ellisville Superfund Site. He noted the EPA has provided much of the technical information that was requested but has offered very little in terms of future actions. He then stated, this item was placed on tonight's agenda to provide the City Council the opportunity to discuss what steps the City should now take following receipt of this letter and accompanying information. He concluded by listing the recommendations in the memorandum prepared for discussion.

A motion was made by Council Member Stine, seconded by Council Member Levitt, to complete the items as recommended in the memorandum provided by City Administrator Thomas, with the addition of also engaging the US Army Corp of Engineers. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Update Regarding Recent Flooding within the City of Wildwood (Wards – All)

City Administrator Thomas and Director of Public Works Brown provided an update on the recent flooding within the City of Wildwood.

RECEIVE & FILE

P.Z. 10-15 St. Charles Tower, c/o Kathryn Roderique, 4 West Drive, Suite 100, Chesterfield, Missouri, 63017 - A request for a Conditional Use Permit (CUP) within the NU Non-Urban Residence District for a 10.6 acre tract of land, of which two thousand (2,000) square feet of this total lot's area is to be utilized for a telecommunications tower facility and encumbered by a lease area established for this purpose. This tract of land is generally located northwest of the intersection of Babler Park Drive and Old Eatherton Road (Locator Number 21W310270/Street Addresses: 1400 Babler Park Drive – Lifepointe Church). Proposed Use - A one hundred twenty (120) foot telecommunications tower and related equipment shelter area. The tower is proposed to be a monopole type, with exterior antenna arrays. (Ward Three)

Director of Planning Vujnich stated after review and discussion, the Planning and Zoning Commission approved the Conditional Use Permit (CUP) for the telecommunications tower facility at Lifepointe Church.

A recommendation report of the Site Plan Subcommittee of the Planning and Zoning Commission regarding P.Z. 7-13 Butler Durrel Security, c/o Dennis Tacchi and Associates - Architects, 12 Rockwood Forest Glen, Wildwood, Missouri 63025 – A request for a change is zoning from the NU Non-Urban Residence District to the C-8 Planned Commercial District (Town Center "Workplace" District) for a one (1) acre tract of land located on the north side of Manchester Road, east of Woods Road (Locator Number 24V530551/Street Address: 16941 Manchester Road). Proposed Use: General and Professional Offices, with associated parking. (Ward Eight)

Director of Planning Vujnich stated the Site Plan Subcommittee of the Planning and Zoning Commission had completed its review of the aforementioned Site Development Plan and related items and believed they meet the site-specific ordinance's requirements in this regard.

OTHER

A motion was made by Council Member Garritano, seconded by Council Member Goodson, to authorize the preparation of the necessary legislation regarding **St. Louis County's P.C. 112-89 Cliff Rufkahr (Ezekiel and Sterns),** which had been withdrawn by the petitioner following the public hearing. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

ADJOURNMENT

A motion was made by Council Member Marshall, seconded by Council Member Cullinane, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 10:41 p.m.

Approved this _____ day of _____, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

COUNCIL WORK SESSION MINUTES
COUNCIL CHAMBERS

WILDWOOD CITY HALL
16860 Main Street
City of Wildwood, Missouri 63040

MONDAY, JANUARY 11, 2016
6:30 P.M.

Present	Absent
Stine	Bowlin
Levitt	Sewell
McCutchen	
Bertolino	
Cullinane	
Baugus	
McGowen	
DeHart	
Goodson	
Garritano	
Cox	
Dodwell	
Marshall	
Manton	

EXECUTIVE [CLOSED] SESSION with regard to 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]; sealed bids and related documents, until the bids are opened and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994]

A motion was made by Council Member Levitt, seconded by Council Member Bertolino, to go into Executive Session at 6:03 p.m. with regard to hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994].

A roll call vote was taken with the following results:
Ayes - Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, Marshall, and Manton

Nays – None
Absent – Bowlin and Sewell
Whereupon Mayor Woerther declared the motion passed.

A motion was made by Council Member Levitt, seconded by Council Member Manton, to go out of Executive Session at 7:00 p.m. with regard to hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994].

A roll call vote was taken with the following results:
Ayes - Stine, Levitt, McCutchen, Bertolino, Cullinane, Baugus, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Bowlin and Sewell
Whereupon Mayor Woerther declared the motion passed.

MAYOR'S COMMETNS/ANNOUNCEMTNS APPOINTMENTS

Formation of a Committee Regarding the Pond-Grover Loop Road Extension (Ward Five)

Mayor Woerther discussed the formation of the Committee to review whether to extend Pond-Grover Loop Road into the Villages at Bright Leaf Development and to Route 100, at Taylor Road. He noted he will be seeking three (3) residents from the surrounding subdivisions of Hickory Manor, Sandalwood Creek and Evergreen (one from each), three (3) Council Members and himself. He added that the goal is to have the Committee appointed at the January 25, 2016 City Council Meeting, so they can begin work immediately. He concluded that any Council Members interested in serving on the Committee should notify him directly, and any resident volunteers should complete the online form to serve on Boards and Commissions on the City's website.

Discussion was held among City Council Members regarding the following items: if residents outside the subdivisions mentioned will be considered to serve on the committee; the belief residents from Evergreen Forest Subdivision should be included as committee members; the belief conducting a traffic study at this time of year is premature; and conversely, the belief a traffic study will provide valuable information that will be useful to the committee.

CITY ADMINISTRATOR DISCUSSION ITEMS

Traffic Study Regarding the Pond-Grover Loop Road Extension and Surrounding Roadways (Ward Five)

Director of Public Works Brown noted the Department is recommending the City enter into a contract with Lochmueller Group to assess the traffic impact resulting from the proposed extension of Pond-Grover Loop Road. He added the Department also requested to have Lochmueller Group complete limited conceptual design of the project. He noted the conceptual design, which is included in the $25,000 cost, would provide a roadway plan, typical section, exhibits of the proposed improvement and an estimate of construction cost. He then stated the following rationales for the recommendation: the fee proposal submitted by Lochmueller Group is within the $25,000 budget established for the project; they have demonstrated a good understanding of the project through their Statement of Qualifications and has excellent experience completing traffic studies such as this; they have recently completed the traffic impact study for Main Street Crossing development project; they demonstrated recent and relevant traffic calming project experience locally; and Lochmueller Group has significant local traffic engineering staff capable of completing this traffic study to meet our short schedule. He concluded the Department is requesting approval of the City Council to prepare a Resolution which would allow the Mayor to execute an engineering contract with Lochmueller Group to complete the

traffic engineering study and concept design. If approved, the Resolution would be placed on the City Council agenda for approval on January 25, 2016.

Discussion was held among City Council Members regarding the following items: how long the traffic study would take to complete; and the belief that pedestrian traffic cannot be measured accurately during the winter months.

A motion was made by Council Member Dodwell, seconded by Council Member Baugus, to approve the recommendation made by the Department of Public Works to authorize the preparation of a resolution to engage Lochmueller Group to complete the traffic engineering study and concept design. A voice vote was taken with an affirmative result and the motion was declared passed (McCutchen voted Nay).

Public Finance Request Submitted by Payne Family Homes for Main Street Crossing (Wards – All)

Director of Planning Vujnich noted the City received a filing relating to the City's Development Finance Incentives Policy, which was first adopted by the City Council in 2006. He noted the applicant for this public financing request is Payne Family Homes, L.L.C. and specific to the Main Street Crossing Project that is located on State Route 109, south of State Route 100, and extends to the east to Eatherton Road. He added this project, as the City Council may recall, includes the extension of Main Street and work within the State Route 109 right-of-way area, which requires the installation of a roundabout. Director Vujnich then noted, the Development Finance Group, made up of the City Administrator, City Attorney, Director of Public Works, and the Director of Planning, will review the application, the application materials, request any additional information that is determined to be needed for full consideration of the request, and provide a recommendation to the City Council in this regard.

COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)

Update on Rural Internet Access Project (Wards All)

Director of Planning and Parks Vujnich noted a memorandum had been provided for the City Council's review and that he was available to answer any questions they may have regarding the Rural Internet Access Project.

Planning/Economic Development/Parks Committee

Phase II of the Community Park – Road Construction Bids and Request to Prepare Legislation (Ward One)

Director of Planning and Parks Vujnich noted that on Tuesday, December 8, 2015, a bid opening was held at City Hall for the Phase 2 portion of the overall Community Park project. Five (5) bids were received for general contracting and related services, with the low bid from Gershenson Construction. Director of Planning and Parks Vujnich stated this matter is being presented at tonight's Work Session due to an issue regarding timing. He noted the area that is planned for the extension of the park's internal roadway has been identified as habitat for the Brown Indiana Bat and any clearing in that area must be completed by March 31, 2016 or would be delayed to November 1, 2016. Thus, he added, given the meeting schedule for this January, with the Planning/Economic Development/Parks Committee not scheduled to convene until January 26, 2016, such would mean this matter could not be considered by City Council until February 9, 2016, with final passage on February 23, 2016. Accordingly, the needed time to complete the contract, hold a pre-construction meeting, then authorize the project to proceed, would leave very few days before the tree removal allowance by the federal government would end, thereby delaying this project until November 2, 2016, the start of the winter season. He then noted this timing is the reason the item is being presented to the City Council at this time, as a whole, in lieu of the Committee on park matters first.

Director of Planning and Parks Vujnich went on to note the intent is to present this matter to the Planning/Economic Development/Parks Committee at its January 26, 2016 meeting and address any questions or changes then, before the final passage of a bill would be considered in February. The bill would be introduced, if authorized for preparation, on January 25, 2016. He concluded by noting, the Department would never ignore the Committee process, but believes that, in this circumstance, the timelines make it appropriate, along with the favorable bid that has been received for the project as well.

A motion was made by Council Member Cullinane, seconded by Council Member Baugus, to approve the recommendation made by the Department of Planning and Parks to authorize the preparation of legislation to engage Gershenson Construction for Phase II of the Community Park. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Work Session was adjourned at 7:32 p.m.

WILDWOOD

MEMORANDUM

To: City Council Members

Cc: Ryan Thomas, City Administrator
Joe Vujnich, Director of Planning and Parks
Rick Brown, Director of Public Works
Liz Weiss, City Clerk

From: Tim Woerther, Mayor

Date: January 22, 2016

Subject: Appointments to Pond Grover-Loop Road Committee

At the January 25, 2016 City Council Meeting, I will be looking for support from the City Council to appoint the following individuals to the Committee to review whether to extend the Pond-Grover Loop Road into the Villages at Bright Leaf Development and to State Route 100 at Taylor Road: Ed Marshall (Council Member Ward 2); Jim Baugus (Council Member Ward 3); Joe Garritano (Council Member Ward 8); Paul Pohlers (Sandalwood Creek Subdivision); Christy Pitney (Hickory Manor Subdivision); and Debbie Sinden (Evergeen Subdivision).

Please do not hesitate to contact me at (314) 235-7600 or twoerther@cityofwildwood.com should you have any questions or comments with regard to these appointments scheduled for Monday's City Council meeting.

Again, I ask for your support of these nominations at Monday's City Council meeting.

Thank you.

Lynne Greene-Beldner

From: noreply@cityofwildwood.com
Sent: Sunday, January 10, 2016 8:27 PM
To: Lynne Greene-Beldner; Laura Rechtin
Subject: Online Form Submittal: Apply to Serve on Boards and Commissions

Apply to Serve on Boards and Commissions

Name:	Paul Pohlers
Address:	2323 Sandalwood Creek Ct
City, state, and zip code:	Wildwood, MO 63038
Phone number:	636-458-3786
Work phone number:	*Field not completed.*
Email address:	paul23wildwood@gmail.com
Ward:	5
Occupation:	Retired
Education:	BS Interior Design, Iowa State University
Volunteer experience:	Church Sanctuary Committee, Active with P.Z. 12 and 13-15 Villages at Brightleaf proposal
Select the board or commission you are applying for:	Other
If the board or commission you want is not listed, please tell us what you are interested in apply for:	I am interested in Pond Grover Loop Road Committee
List any questions or comments you may have:	*Field not completed.*
Nominating city official:	*Field not completed.*

Email not displaying correctly? View it in your browser.

Elizabeth Weiss

From: Paul Pohlers <paul23wildwood@gmail.com>
Sent: Friday, January 15, 2016 3:37 PM
To: Elizabeth Weiss
Subject: Please add to my application for the Pond Grover Loop Road Extension Committee

Dear Liz Weiss,

In regards to the form I filled out to be considered for the Pond Grover Loop Road Extension Committee, under the volunteer work I had done, I was only thinking of volunteering for charitable causes--like a church, the American Red Cross, or some similar charity at that time. I later realized that there is volunteer work for other organizations that I have done, that I should have included to show my ability to work in committees to benefit many.

Would you please add to my submission that I was the Secretary of the Sandalwood Creek Condominium Association Executive Board, first appointed in September of 2000 and then elected for two terms, ending my service at the end of 2005? I bought my townhouse in the complex in September of 1996 and have lived here ever since. While on the Board, I was the liaison with the siding company as vinyl siding was applied to our buildings and was careful that the bids for the work were consistent and appropriate for buildings of different sizes, resulting in lower costs for the Association for that major project. I also made certain that Missouri American Water found all of our water meters and thereafter did billing based on actual water usage, which resulted in the Association saving thousands of dollars for both the water bills and the Missouri Sewer District bills, since the MSD bills are based on the water usage. .

I also in 2007 managed to find about 200 missing high school classmates from West High School of Davenport, Iowa, for our 40th Class Reunion. We were missing about 280 of our 587 or so classmates, which I thought was totally wrong to be not reaching out to almost half of our class. So, I appointed myself to search for those missing, That resulted quite a number classmates feeling that they were indeed part of the class and brought about a considerable number attending a Class Reunion for the first time.

Since Sandalwood Creek Condominiums share a very long south border with the development, it is important that the owners and residents of its 147 units are represented, because the Eatherton at 109 intersection with access to the north will be greatly affected by the addition of traffic from 194 new homes in the proposed development.

Thank you for your consideration and time.

Paul W. Pohlers
2323 Sandalwood Creek Court
Wildwood, Missouri 63038-1548

636.458.3786

Lynne Greene-Beldner

From: noreply@cityofwildwood.com
Sent: Saturday, January 09, 2016 9:57 PM
To: Lynne Greene-Beldner; Laura Rechtin
Subject: Online Form Submittal: Apply to Serve on Boards and Commissions

Apply to Serve on Boards and Commissions

Name:	Christy Pitney
Address:	16919 Hickory Crest Dr.
City, state, and zip code:	Wildwood, MO 63011
Phone number:	3148078824
Work phone number:	*Field not completed.*
Email address:	christypitney@yahoo.com
Ward:	5
Occupation:	stay-at-home mom
Education:	B.S., mass communication, University of Evansville (Ind.) M.S., journalism, Northwestern University (Evanston, Ill.)
Volunteer experience:	I served for seven years in various leadership capacities of MOPS groups in Michigan and in the St. Louis area. I also chair a committee for the Green Pines PTO, help in my kids' classrooms at Green Pines and at CCL, and serve as a children's ministry volunteer at St. John Church. I will also begin service in April as a Hickory Manor trustee.
Select the board or commission you are applying for:	Other
If the board or commission you want is not listed, please tell us what you are interested in apply for:	Pond-Grover Loop Road Committee
List any questions or comments you may have:	As a Hickory Manor Trails homeowner since 2009, a daily jogger down Pond-Grover Loop, and a mom who spends quite a bit of time chauffeuring three children around town, I am

acutely familiar with Pond-Grover Loop and the surrounding roads. These roads are important to my family, and I would like the opportunity to shape their future.

Nominating city official: *Field not completed.*

Email not displaying correctly? View it in your browser.

Lynne Greene-Beldner

From: noreply@cityofwildwood.com
Sent: Sunday, January 10, 2016 5:27 PM
To: Lynne Greene-Beldner; Laura Rechtin
Subject: Online Form Submittal: Apply to Serve on Boards and Commissions

Apply to Serve on Boards and Commissions

Name:	Debbie Sinden
Address:	2426 Forest Leaf Parkway
City, state, and zip code:	Wildwood, MO 63011
Phone number:	636-346-4372
Work phone number:	*Field not completed.*
Email address:	dsinden@att.net
Ward:	5
Occupation:	Sales
Education:	BS
Volunteer experience:	March of Dimes, Ronald McDonald House, American Cancer Society
Select the board or commission you are applying for:	Other
If the board or commission you want is not listed, please tell us what you are interested in apply for:	*Field not completed.*
List any questions or comments you may have:	Interested in serving on the Pond Grover Loop Road committee
Nominating city official:	*Field not completed.*

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AMENDED BILL NO. #2145 **ORDINANCE NO. #2145**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE CHANGE IN THE ZONING OF NINE (9) PROPERTIES THAT TOTAL 78.7 ACRES OF AREA FROM THE NU NON-URBAN RESIDENCE DISTRICT, THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT, THE R-4 7,500 SQUARE FOOT RESIDENCE DISTRICT, AND THE R-6 AND R-6A 4,500 SQUARE FOOT RESIDENCE DISTRICT, WITH A PLANNED ENVIRONMENT UNIT (PEU) AND A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), TO THE R-3 10,000 SQUARE FOOT RESIDENCE DISTRICT (TOWN CENTER "NEIGHBORHOOD GENERAL DISTRICT" AND "NEIGHBORHOOD EDGE DISTRICT"), WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT (PRD), WHICH ARE ALL LOCATED ON THE NORTHWEST CORNER OF TAYLOR ROAD AND STATE ROUTE 100, WHICH WILL ALLOW THIS SITE'S USE FOR ONE HUNDRED NINETY-FOUR (194), SINGLE FAMILY DETACHED DWELLINGS ON INDIVIDUAL LOTS, WITH PUBLIC SPACE AND COMMON GROUND. (Ward Five)

WHEREAS, the Town Center Plan allows development proposals that are uniquely limited to this area, given their allowable densities, intensities, designs, and other characteristics that are consistent with the tenets of 'New Urbanism;' and

WHEREAS, over the years, many projects have been approved and developed in Town Center for commercial purposes, but only a limited number of residential developments have been completed, with many of the larger parcels of ground located within its boundaries not having that same level of interest; and

WHEREAS, this proposed site is the largest undeveloped property in the Town Center Area and designated for a mix of residential uses, including single family detached types on individual lots, which represents the current proposal that has been submitted and considered by the Planning and Zoning Commission and the City Council; and

WHEREAS, the proposal includes the development of a minimum of five (5) villages, with a varying number of lots and dwellings, which will total the one hundred ninety-four (194) authorized homesites and will be designed and developed consistent with many of the tenets of the Neighborhood Design Standards and Architectural Guidelines of the Town Center Plan; and

WHEREAS, the Planning and Zoning Commission was presented this proposal at a July 2015 public hearing, where many issues and other considerations were identified via the petitioners' presentation, its members' questions, and comments from nearby residents; and

WHEREAS, after this public hearing, the Planning and Zoning Commission considered those identified issues, considerations, questions, and comments, specifically relating to this proposal and particularly the construction of the Pond-Grover Loop Road, the extension of the Birch Forest Drive (a stub street), and the front-facing garages and suggested further review was warranted; and

WHEREAS, a Work Session was held by the Planning and Zoning Commission to further discuss these matters and seek resolutions to them, within the confines of the standards and requirements of the Town Center Plan; and

WHEREAS, after this Work Session, refinements were made to the design concept for this large Town Center Area site, which included revised designs of the some of the residential units relative to the proximity of the garage doors to the fronting streets, increases in public space areas, inclusion of sound mitigation efforts along State Route 100, alterations to the street network to improve safety, function, and calm traffic, and a modification to the design of a cul-de-sac and other lots to increase the bufferyard distance between them and abutting residential lots located in surrounding subdivisions; and

WHEREAS, with this direction from the Planning and Zoning Commission, the petitioner did revise the plan, but concerns lingered regarding the Pond-Grover Loop Road, Birch Forest Drive, and the front-facing garages, which led to another design that did not include the inclusion of any street extensions, i.e. Pond-Grover Loop Road and Birch Forest Drive; and

WHEREAS, this revised plan was reviewed by the Planning and Zoning Commission and it could not reach a majority vote on this project and the associated rezoning of the property and application of the special procedures permit (Planned Residential Development Overlay District); and

WHEREAS, the Planning and Zoning Commission deadlock, with a vote of 5 to 5, which meant the proposal failed for a lack of majority; and

WHEREAS, the Letter of Recommendation from the Planning and Zoning Commission was forwarded to City Council on December 14, 2015, where it conducted another public hearing on this matter, and heard from those individuals in attendance regarding this proposal; and

WHEREAS, at the conclusion of the public hearing, the City Council noted its concerns with the roadway issues and sought an appropriate solution, if possible, which was offered as the following: not connect Birch Forest Drive for all vehicular traffic, but rather design it to accommodate emergency access only, along with pedestrian and bicycle facilities, while requiring the dedication of the necessary and prescribed amount of right-of-way for the Pond-Grover Loop Road, along with requiring the developers to provide an escrow in the amount sufficient to accommodate its construction in the future, but not at this time, thereby allowing further consideration of it by the community; and

WHEREAS, with this direction for design changes to the roadway plan and other conditions, the City Council authorized the preparation of legislation in this regard for presentation on January 11, 2016, along with noting the project, notwithstanding the roadway components described above, was a positive for the Town Center Area and would address a difficult property that had been the subject of many discussions, since the update of the Town Center Plan during the years of 2008 to 2012; and

WHEREAS, the City Council, through its established authority under Chapter 89 of Missouri Revised Statutes and the Wildwood Charter, believes this action is consistent with good planning practice and will protect the public's health, safety, and general welfare by improving the conditions at this site with its redevelopment under a new owner.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby, are hereby amended to reflect the change in zoning from the NU Non-Urban Residence District, the R-3 10,000 square foot Residence District, the R-4 7,500 square foot Residence District, and the R-6 and R-6A 4,500 square Residence District, with a Planned Environment Unit (PEU) and a Planned Residential Development Overlay District (PRD), to the R-3 10,000 square foot Residence District, with a Planned Residential Development Overlay District (PRD), as set forth in this ordinance, for the following described land:

A TRACT OF LAND BEING PART OF SECTION 1, TOWNSHIP 44 NORTH, RANGE 3 EAST IN ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH AND SOUTH CENTERLINE OF SECTION 1 AND BEING THE SOUTHWEST CORNER OF EVERGREEN SECTION 2, PLAT 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 260, PAGES 67 AND 68 OF THE ST. LOUIS COUNTY RECORDS; THENCE LEAVING SAID CENTERLINE AND ALONG THE SOUTH LINE OF SAID EVERGREEN SECTION 2, SOUTH 87°39'31" EAST, 935.26 FEET TO A POINT BEING THE SOUTHEAST CORNER OF LOT 409 OF EVERGREEN PLAT 4, A SUBDIVISION AS RECORDED IN PLAT BOOK 226, PAGES 95-97 OF SAID COUNTY RECORDS; THENCE LEAVING SAID SOUTH LINE AND ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 59°04'05", AN ARC LENGTH OF 128.87 FEET, THE CHORD OF WHICH BEARS NORTH 31°51'57" EAST, 123.24 FEET TO A POINT; THENCE NORTH 61°24'00" EAST, 79.93 FEET TO A POINT; THENCE ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 46°05'00", AN ARC LENGTH OF 160.86 FEET, THE CHORD OF WHICH BEARS NORTH 84°26'30" EAST, 156.56 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY OF BIRCH FOREST DRIVE (50' WIDE); THENCE ALONG THE SOUTHERN EDGE OF SAID RIGHT-OF WAY SOUTH 72°31'00" EAST, 38.21 FEET TO A POINT; THENCE ALONG AN ARC TO THE LEFT HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 12°38'00", AN ARC

LENGTH OF 44.10 FEET, THE CHORD OF WHICH BEARS SOUTH 78°50'00" EAST, 44.01 FEET TO A POINT BEING THE NORTHWEST CORNER OF LOT 406 OF SAID EVERGREEN PLAT 4; THENCE LEAVING SAID RIGHT-OF-WAY AND ALONG THE WEST LINE OF SAID LOT 406, SOUTH 04°51'00" WEST, 153.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 406, SAID POINT BEING IN THE SOUTH LINE OF SAID EVERGREEN PLAT 4; THENCE ALONG SAID SOUTH LINE SOUTH 87°39'31" EAST, 51.98 FEET TO A FOUND AXLE, SAID POINT BEING THE NORTHWEST CORNER OF EVERGREEN PLAT 3, A SUBDIVISION AS RECORDED IN PLAT BOOK 204, PAGES 71-73 OF SAID COUNTY RECORDS, FROM WHICH POINT A STONE BEARS SOUTH 01°34'37" WEST, 98.54 FEET SAID POINT ALSO BEING IN THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 1; THENCE ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, SOUTH 01°34'37" WEST, 1,128.77 FEET TO A POINT, SAID POINT BEING LOCATED ALONG THE WESTERN LINE OF LOT 112 OF EVERGREEN PLAT 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 190, PAGE 89 OF SAID COUNTY RECORDS, SAID POINT BEING LOCATED ON THE CENTERLINE OF TAYLOR ROAD (30 FEET WIDE), THENCE LEAVING SAID CENTERLINE AND PROCEEDING NORTH 88°25'23"W, 20.00 FEET TO A POINT; THENCE SOUTH 20°00'41" WEST, 94.87 FEET; SOUTH 01°34'37" WEST, 113.11 FEET; SOUTH 43°21'00" WEST, 75.00 FEET TO A POINT BEING ON THE NORTH LINE OF MISSOURI STATE HIGHWAY 100 (ALSO KNOWN AS MANCHESTER ROAD); THENCE WITH SAID NORTH LINE NORTH 85°02'20" WEST, 461.64 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 17,063.74 FEET, A CENTRAL ANGLE OF 01°22'40", AN ARC LENGTH OF 410.35 FEET, THE CHORD OF WHICH BEARS NORTH 84°21'00" WEST, 410.34 FEET TO A POINT; THENCE NORTH 73°52'26" WEST, 150.88 FEET; ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 17,038.74 FEET, A CENTRAL ANGLE OF 01°40'00", AN ARC LENGTH OF 495.64 FEET, THE CHORD OF WHICH BEARS NORTH 82°19'40" WEST, 495.62 FEET TO A POINT; THENCE NORTH 68°37'23" WEST, 137.03 FEET; NORTH 81°02'40" WEST, 865.00 FEET; NORTH 79°53'55" WEST, 500.10 FEET; NORTH 73°28'36" WEST, 230.48 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF EATHERTON ROAD (40' WIDE); THENCE ALONG LAST SAID RIGHT-OF-WAY NORTH 27°33'18" WEST, 688.50 FEET TO A POINT BEING THE SOUTHWEST CORNER OF A 15 FOOT DEDICATION STRIP AS PER EASEMENT PLAT FOR SANDALWOOD CREEK PHASE 1, AS RECORDED IN PLAT BOOK 234, PAGE 33, AND AMENDED IN PLAT BOOK 243, PAGE 3 OF SAID COUNTY RECORDS, FROM WHICH POINT A CONCRETE MONUMENT BEARS SOUTH 87°37'57" EAST, A DISTANCE OF 17.32 FEET; THENCE ALONG THE SOUTH LINE OF SANDALWOOD CREEK CONDOMINIUMS PHASE ONE-A, (PLAT BOOK 234, PAGE 6), SANDALWOOD CREEK CONDOMINIUMS PHASE TWO-A (PLAT BOOK 242, PAGES 84-87), SANDALWOOD CREEK CONDOMINIUMS PHASE SIX-A, (PLAT BOOK 270, PAGES 57-61), AND SANDALWOOD CREEK CONDOMINIUMS PHASE SEVEN-A, (PLAT BOOK 285, PAGES 35-38) OF ST. LOUIS COUNTY RECORDS, SOUTH 87°33'57" EAST, 1,534.38 FEET TO A POINT BEING THE SOUTHEAST CORNER OF SAID SANDALWOOD CREEK CONDOMINIUMS PHASE SEVEN-A, AND ALSO BEING THE SOUTHWEST CORNER OF HUNTERS RUN, A SUBDIVISION AS RECORDED IN PLAT BOOK 320, PAGES 25-26 OF SAID COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID HUNTERS RUN SOUTH 87°41'40" EAST, 771.44 FEET TO A POINT IN THE AFOREMENTIONED NORTH AND SOUTH CENTERLINE OF SECTION 1, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID HUNTERS RUN; THENCE ALONG SAID CENTERLINE AND EAST LINE OF SAID HUNTERS RUN NORTH 01°12'37" EAST, 399.14 FEET TO THE NORTHEAST CORNER OF SAID HUNTERS RUN AND THE POINT OF BEGINNING AND CONTAINING 3,436,441 SQUARE FEET MORE OR LESS (78.8898 ACRES MORE OR LESS.)

Section Two. The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Code, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated December 7, 2015, which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. PERMITTED USES

a. This Planned Residential Development (P.R.D.) Overlay District shall authorize the maximum development of **one hundred ninety-four (194)**[1] ~~**eighty-seven (187)**~~, detached single family dwellings on individual lots, with common ground and public space, and all permitted accessory structures normally found in conjunction with the primary use of each property. If the Homeowners Association should want to construct an in-ground swimming pool and related cabana, such is allowed within the boundaries of this Planned Residential Development Overlay District (PRD), but must be located in subdivision-owned common ground.

[1] These requests were advertised for 194 units; therefore, a greater number cannot be considered, unless a new public hearing is held.

2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

a. Each detached dwelling unit shall be located on an individual lot of record that meets the following requirements, per its location within the six (6) defined villages:
   i. Village A – Eighty (80) foot minimum lot width and lot size of 12,000 square feet.
   ii. Village B –Sixty-three (63) foot minimum lot width and lot size of 9,000 square feet.
   iii. Village C – Sixty-two (62) foot minimum lot width and lot size of 9,000 square feet. ~~excepting four (4) lots, which shall have direct frontage onto the Pond Grover Loop Road, with on-site turnaround capabilities provided on each of them. These four (4) lots shall have a minimum width of seventy (70) feet, a front yard setback distance of thirty-five (35) feet, and a depth no less than one hundred sixty (160) feet.~~
   iv. Village D – Sixty (60) foot minimum lot width and lot size of 6,500 square feet.
   v. Village E – Thirty-eight (38) foot minimum lot width and lot size of 4,000 square feet.
   vi. Village F - Rear-Entry Garage Lots – Forty-five (45) foot minimum lot width and lots size of 5,400 square feet.
   vii. Properties located within a cul-de-sac shall be as approved by the Planning and Zoning Commission on the Site Development Plan. These widths shall be measured at the front building line.

b. All detached single family dwellings shall have a minimum finish floor elevation of their front porches of **eighteen (18) inches** in height above the adjoining sidewalk grade. All dwelling units shall have a front porch, which must extend across **at least thirty percent (30%)** of the façade's elevation facing the frontage line, at a minimum depth of no less than six (6) feet. No building facade shall show more than four (4) corners to the frontage line or as approved by the Architectural Review Board on the required elevations.

c. No building and/or structure shall be more than two (2) stories above final grade, as measured from the front building line on any individual lot.

d. Direct residential drive access shall be allowed for up to **one hundred fifty-seven (157)** ~~fifty-three (153)~~ of the single family detached units within this development from the system of internal streets, but the garage door(s) on each unit must be a minimum of **seven point five (7.5)** feet behind an imaginary line formed by an extension of the front elevation of the dwelling (including the front porch) parallel to the lot's frontage, excepting those units in Villages A, C, and E. **Units in two (2) of these villages shall be as reviewed and acted upon by the Planning and Zoning Commission on the Site Development Plan (Villages A and C).** ***Garage door(s) associated with any unit located within Village E shall be a minimum of six (6) feet behind an imaginary line formed by an extension of the front elevation of the dwelling (including the front porch) parallel to the lot's frontage.*** Individual garage doors shall not be greater than **twenty (20) feet** in width and must be **carriage types**, including windows, and incorporate other architectural treatments, as determined by the City's Architectural Review Board to be appropriate, to lessen their prominence within the visual corridor formed by these interior streets within the development, unless a suitable alternative design is provided for these openings. **The developer shall provide a minimum of two (2) options that incorporate these requirements to the Planning and Zoning Commission for its consideration, as part of the Site Development Plan review and action process, regarding the front of the garages that further reduces their prominence from the abutting street view. Architectural type shingle selections shall be required on all residential units of a minimum thirty (30) year standard.**

e. **The New Urbanism lots that are part of this Planned Residential Development Overlay District boundary shall be accessed by service lanes (alleys) that comply in their construction with the Street Specifications of the Town Center Plan. These service drives shall provide access to rear loaded garages that must be provided, as part of any single-family detached dwelling, for a minimum of thirty-seven (37) ~~thirty-three (33)~~ of the allowable one hundred ninety-four (194) ~~eighty-seven (187)~~ lots. These lots do not need to incorporate the garage offset distance noted in Condition 2(d.) of this Ordinance.**

f. The first story, interior clear height for all single family dwellings shall be not less than **nine (9) feet**.

g. Detached single family dwelling units, which face the frontage line, but also places the side of the building along another right-of-way, shall be designed to incorporate the elements of the front facade along that portion of the structure **(in its entirety)**. The placement and design of these units shall be approved by the Planning and Zoning Commission on the Site Development Plan and the elevations of these units by the Architectural Review Board.

h. The proposed architectural design, character, and style of all buildings and dwelling units shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan, **excepting no vinyl siding shall be allowed on any dwelling unit within the boundaries of this Planned Residential Development Overlay District (PRD). All materials used on any facade of a residential unit shall be fiber cement siding and backer board**. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries of this Planned Residential Development Overlay District in terms of material, color, and style.

i. The overall area of this Planned Residential Development Overlay District (PRD) shall be no less than 78.7 acres in total.

3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the P.R.D. Overlay District approval by the City Council, and prior to any site disturbance, the developer shall submit to the Planning and Zoning Commission for their review and approval a Site Development Plan. Where due cause is shown by the developer, time intervals may be extended once by the Planning and Zoning Commission in accord with requirements of Section 420.060 of the City of Wildwood Zoning Ordinance. Said Site Development Plan shall include, but not be limited to, the following information:

a. Outboundary plat and legal description of the property.
b. A general numbered lot plan with setback lines from all streets and roadways on and adjacent to the property. A typical lot diagram, indicating all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and building placement.
c. The location and size of all parking areas, pavement widths, and right-of-way dedications of all internal roadway improvements and drives.
d. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within four hundred (400) feet of this site's boundaries.

e. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening with existing and proposed improvements, and general location, size, right-of-way, and pavement width of all interior drives.
f. The location and size of all freestanding signs, lighting, fences, sidewalks, and other above ground structures, except retaining walls less than two (2) feet in height per section.
g. Existing and proposed contours at vertical intervals of not more than two (2) feet.
h. General location of sanitary sewer facilities.
i. Parking and density calculations.
j. Conceptual location and size of common ground areas.
k. A typical section of the proposed road indicating the placement and design of required streetscape improvements.
l. A Landscape Plan including, but not limited to, the location, size, and general type of plant materials to be used in accord with the City of Wildwood's Ordinance 410 and accompanying Tree Manual.
m. An inventory of the percent of tree canopy or individual trees to be retained on the site.
n. Location of all existing and proposed easements.
o. All other information not mentioned above, but required on a preliminary plat in accord with Section 420.060 of the City of Wildwood Subdivision and Development Regulations.

If the Planning and Zoning Commission determines, through its standard review processes, the Site Development Plan cannot be acted upon due to non-compliance to the site-specific ordinance, the Zoning Ordinance, or other land use regulations applicable to this type of subdivision, as interpreted by it, then the rezoning of the subject site and the application of the Planned Residential Development Overlay District shall not remain effective thereafter and the City must initiate the revocation process described in the Zoning Ordinance for this type of circumstance.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

The above Site Development Plan shall adhere to the following specific design criteria:

Build-To Lines - Residential

a. Any building or structure, other than boundary and/or retaining walls, fences, detention facilities, and/or light standards, shall adhere to the following build-to lines, as specified in the Town Center Plan's Neighborhood Design Standards:

    (1) **Twenty (20)** feet from any right-of-way line, except any unit served by a rear entry garage, which shall have a **build-to distance of ten (10) feet** (see Condition 2(a.)).
    (2) **Five (5) feet** for any side yard property line and ten (10) feet for side yard areas that abut the perimeter of the Planned Residential Development Overlay District.
    (3) **Fifteen (15) feet from any rear yard property line** and thirty (30) feet for rear yard areas that abut the perimeter of the Planned Residential Development Overlay District.
    (4) **Five (5) feet from any rear yard property line** for any unit served by a rear entry garage.

Parking Setbacks – Residential

b. All parking stalls or loading spaces, excluding points of ingress or egress for the detached dwelling units, shall be located behind the front elevation of the dwelling a minimum of **twenty-five (25)**

feet. Driveway widths serving these required parking spaces, specifically between the edge of the public right-of-way and the front building line, shall be as approved by the Planning and Zoning Commission on the Site Development Plan, but be minimized in their respective distances to the greatest extent possible.

Access and Roadway Improvements

c. **State Route 100** - Dedicate the required amount of right-of-way and/or easements along this property's State Route 100 frontage to the Missouri Department of Transportation (MoDOT) for public roadway purposes and, **subject to Subsection 4(d.)**, construct within this area the extension of the Pond-Grover Loop Road, all necessary intersection modifications and upgrades, and other improvements required therein. Improvements to State Route 100 shall conform to the requirements of the Missouri Department of Transportation (MoDOT) and the City of Wildwood's Street Specifications of the Town Center Plan, as directed and approved by the State of Missouri and the City of Wildwood's Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of State Route 100 and directed by the Department of Public Works.

d. **Pond-Grover Loop Road – Subject to the conditions that follow in this Subsection [4 (d.)], petitioners/developer shall construct the Pond-Grover Loop Extension, as shown on the approved Preliminary Plan; ~~deviations in~~ modifications to the location and design of the extension from what is shown on the plan may be approved by the Directors of the Departments of Planning and Public Works, so long as the purpose of the extension, as contemplated by the Town Center Plan, is ~~fulfilled~~ satisfied; the final location, design and specifications of the ~~plan~~ extension shall be shown on the applicable plat of the subdivision, as approved by City Council.**

   i. **The extension shall be constructed pursuant to applicable City standards;**
   ii. **The cost of constructing the extension shall be determined by petitioners/developer, subject to ~~approval~~ review and acceptance by the Directors of Planning and Public Works, prior to approval of the applicable plat;**
   iii. **Upon acceptance ~~approval~~ of the cost by the Directors of Planning and Public Works, and prior to approval of the applicable plat, the petitioners/developer and the City shall execute an agreement that provides for the following:**
      1. **The dedication of right-of-way to the City for the extension, pursuant to the applicable plat, and such other instruments, as may be reasonably required by the City;**
      2. **A Letter of Credit, in the amount of the cost, issued to the City, as beneficiary, shall be obtained by petitioners/developer from a financial institution and with terms and conditions and an outside expiration date (including any renewal terms) that are acceptable to the Directors of Planning and Parks and the City Attorney and in accord with the terms and conditions of this Subsection [4(d.)] for the purpose of securing the performance of the construction of the extension; and the Letter of Credit shall be issued and delivered to the City, prior to approval of the applicable plat;**
      3. **Commencement of construction of the extension within ninety (90) days after a Notice to Proceed is issued by the Directors of Planning and Public Works to petitioners/developer and petitioners/developer shall proceed and complete the extension in accordance with a schedule approved by the Directors of Planning and Public Works;**

4. **If Notice to Proceed is not issued by the second ~~first~~ anniversary date of the approval of the applicable plat or if the City issues a notice to petitioners/developers stating the extension should not be constructed, petitioners/developer's obligation to construct the extension shall terminate, the Letter of Credit shall terminate, and the dedication shall be released/reconveyed to the petitioners/developers, or their successor(s), in title; the area on the plan set aside for the extension shall, in the event of such release and reconveyance, be converted to common ground, with trail(s) and associated public easements for them, as approved by the Director of Planning and Parks; and**
5. **The City shall execute and record such instruments and documents, as may be reasonably necessary to effect the foregoing terminations and release/reconveyance.**

~~e. Establish a minimum seventy (70) foot wide public right-of-way dedication to the City of Wildwood and construct the Pond Grover Loop Road Extension through the site that provides a total of two (2), eleven (11) foot wide lanes (not inclusive of the concrete vertical curb and gutter), a minimum ten (10) foot wide grass median, and a five (5) foot wide sidewalk on east side of this internal roadway, and a ten (10) foot wide multiple-use trail on its west side, all of which adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan. Tree lawn areas and all stormwater management facilities shall be the developer's responsibility to provide and construct as well. Along with this dedication of seventy (70) feet of right-of-way, the developer shall provide a five (5) foot wide roadway, maintenance, landscaping, sewer, sidewalk, and utility easement along both sides of this public dedication area. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of Pond Grover Loop Road and directed by the Department of Public Works.~~

~~i. The developer is also responsible for the construction of a roundabout at a location approved by the Planning and Zoning Commission on the Site Development Plan. This roundabout shall be designed, engineered, and constructed in accordance with the Town Center Plans Street Specifications and Streetscape Requirements. The Departments of Public Works and Planning shall direct determinations in this regard, along with final action by the Planning and Zoning Commission.~~

e. **Internal Streets** - Complete the necessary dedication of land area within this subject site for public right-of-way purposes associated with the internal network of streets. These dedications for public rights-of-way shall be used for the construction by the developer of a network of internal residential streets for service to the authorized lots. These dedications shall be a minimum of forty (40) feet in width to accommodate the construction of two (2) lanes of asphalt roadway, with concrete curb and gutter, and five (5) foot wide sidewalks, including a three (3) foot tree lawn area, which all adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan. The construction of these improvements is the sole responsibility of the developer(s) of this project. Along with this dedication of these rights-of-way areas, the developer shall provide a five (5) foot wide roadway, maintenance, landscaping, sewer, sidewalk, and utility easement along both sides of this public dedication area. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be

installed by the developer, as specified by the City of Wildwood's Town Center Plan within the rights-of-way of these unnamed streets and directed by the Department of Public Works.

f. **Eatherton Road Extension** - Dedicate the required amount of right-of-way and/or easements within the boundaries of this property to the City of Wildwood for the construction of the Eatherton Road Extension for public roadway purposes, which include a minimum driving surface of two (2) lanes that total twenty-six (26) feet in width, a five (5) foot wide sidewalk on both sides of this driving surface, and street trees and lights, including a minimum seven (7) foot wide tree lawn area for these improvements. A roundabout, and related channelization islands and other improvements as set forth therein, is required within the Eatherton Road Extension right-of-way area and the developer is responsible for its construction. Improvements to Eatherton Road shall conform to all of the requirements of the City of Wildwood's Street Specifications of the Town Center Plan, as directed and approved by the City of Wildwood's Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items consisting of approved materials) shall be installed by the developer, as specified by the City of Wildwood's Town Center Plan within the right-of-way of Eatherton Road and directed by the Department of Public Works.

g. **Birch Forest Drive – The trail/emergency extension of ~~extend~~ Birch Forest Drive, from its current terminus into the subject site, shall be limited to a design that accommodates only emergency and pedestrian/bicyclist access. The construction ~~and~~ of this trail/emergency extension shall adhere to established and accepted design, engineering, and material standards and specifications, which would allow for emergency vehicles only, pedestrians, and bicyclists to access across it, while blocking any other vehicle by a system of bollards (or acceptable alternative), to be selected in terms of their types and placements, as directed by the ~~Town Center Plan's Street Specifications and the Streetscape Design Requirements~~ Department of Public Works and the Metro West Fire Protection District, all needing final action by the Planning and Zoning Commission on the Site Development Plan. ~~Safety~~ Components determined necessary for the design and construction/reconstruction of this alternative, trail/emergency/pedestrian/bicyclist ~~any stub street~~ extension shall be indicated on the Site Development Plan and reviewed and acted upon thereafter by the Planning and Zoning Commission.**

h. **Service Lanes (alleys)** - Complete the necessary dedication of land area within this subject site for private access purposes. These dedications for private purposes shall be used for the construction by the developer of a system of lanes/alleys for service to the authorized lots. These dedications shall be a minimum of twenty-two (22) feet in width to accommodate the construction of a lane/alley, which all adhere to the Town Center Plan's Street Specifications and the Streetscape Design Requirements, as directed by the Department of Public Works and approved by the Planning and Zoning Commission on the Site Development Plan.

i. Any planned traffic island/cul-de-sac shall be designed and constructed by the developer of this residential subdivision in accordance with City of Wildwood standards, and as directed by the Department of Public Works. The Planning and Zoning Commission, on the Site Development Plan, shall approve the final design of this traffic calming improvement.

Miscellaneous Roadway Requirements

j. Installation of landscaping and ornamental entrance monument or identification signage, if proposed, shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to its installation or construction.

k. If required sight distance cannot be provided at the access location, acquisition of right-of-way, reconstruction of pavement, including correction to vertical alignment and other off-site improvements, may be required to provide the required sight distance as directed by the Department of Public Works.

l. **Construction access shall be from State Route 100 during the development of this site, not via Birch Forest Drive and/or Eatherton Road.**

m. Sidewalks shall be required on all public and private streets (parking lot aisles) and provide for a continuous and logical layout of this pedestrian network. Design and construction requirements for all sidewalks within the entire development shall be as established in the Street Specifications and Streetscape Elements of the Town Center Plan. Approval of their location, design, and material shall be by the Planning and Zoning Commission, as part of the Site Development Plan review process.

n. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's Traffic Generation Assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of roadway improvements.

o. All internal streets, access drives, or lanes, whether public or private, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as drive lane widths, sidewalks, stormwater drainage facilities, garden walls, street trees and lights, and pedestrian furniture. If certain streets, drives, or lanes are to be private, an easement shall be provided to the City granting public use of them for pedestrian and vehicular purposes. These easements shall be granted at the time of the Record Plat approval by the City Council.

Parking Requirements - Residential

p. Parking spaces shall be provided as required by the Town Center Plan's Neighborhood Design Standards and Section 415.340 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Ordinance for the R-3 10,000 square foot Residence District.

Landscape Requirements - Specific

q. Landscaping shall adhere to all requirements of Ordinance 410 and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.

r. All streets, roads, and lanes shall be appropriately landscaped as required by the Streetscape Design Requirements of the Town Center Plan and approved by the Planning and Zoning Commission on the Site Development Plan.

s. The areas of existing vegetation within the P.R.D. Overlay District boundaries identified as to be retained shall be marked on the site prior to the commencement of any disturbance in accord with the City of Wildwood's Ordinance 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and approval. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Ordinance 410 Tree Preservation and Restoration Code.

t. Landscaping with the defined common ground areas shall comply with Ordinance 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual. The Planning and Zoning Commission, on the Site Development Plan, shall approve the planting pattern. Amenities, such as benches, lights, and walking paths shall be installed in the open space area of the residential development by the developer of these one hundred ninety-four (194) ~~eighty seven (187)~~ dwelling units.

u. The developer shall provide a minimum twenty (20) foot wide, landscape buffer strip, within a perpetual easement dedicated to the Homeowners Association for its maintenance and care, along the entire eastern boundary of the site, where existing woodlands are not preserved, for plantings, as reviewed and acted upon by the Planning and Zoning Commission.

v. A Landscape Architect shall sign and submit all plans for review and approval for this mixed-use development.

Signs - Residential

w. Signs for this P.R.D. Overlay District shall be erected in accordance with the Town Center Plan Architectural Guidelines and Section 415.410 Sign Regulations of the City of Wildwood Zoning Ordinance for the R-3 10,000 square foot Residence District.

x. The location of all signage shall be as approved on the Site Development Plan by the Planning and Zoning Commission. Signage not located on common ground must be erected within an easement.

Lighting Requirements

y. The location of all lighting standards shall be as approved on the Site Development Plan. No on-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties. Illumination levels for all lighting shall comply with the provisions of the City of Wildwood's Zoning Code, Section 415.450 "Outdoor Lighting Requirements." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The Planning and Zoning Commission shall approve the location, design, and appearance of all light standards and fixtures as part of the Site Development Plan review process.

Miscellaneous Conditions

z. The design, color, material, and location of all garden and screen walls or fences, if planned or required, shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission and the Architectural Review Board.

aa. Improvements associated with public infrastructure, such as roadways, sidewalks, and access points, shall comply with general design principles that will provide for safe and efficient movement of traffic in and around these sites and improve overall circulation in the area. These improvements shall be reviewed and approved by the Department of Public Works.

bb. Hours of construction and grading activity shall be limited to 7:00 a.m. to 6:00 p.m. Monday through Friday, and 8:00 a.m. to 6:00 p.m. on Saturday. No development (grading and construction) activity shall be authorized on Sundays.

cc. All retaining walls exceeding three (3) feet in height per section or crossing individual property lines shall be constructed of an appropriate inter-locking concrete block system. Walls crossing property lines shall be located in a maintenance easement. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.

dd. The location of all utility easements for proposed service to this development shall be as approved by the Planning and Zoning Commission on the Site Development Plan. All utilities installed to serve this site shall be placed underground, including any existing overhead lines located on the subject property.

~~ee. No portion of any lot that is to be located within the proposed eight (8) lot cul-de-sac solely served by Pond Grover Loop Road shall extend closer than thirty (30) feet to the abutting Planned Residential Development Overlay District (PRD) boundary to their north. This buffer area shall be protected from all land disturbance activities. Additionally, the common boundary between this site and the Sandalwood Creek and Hunters Run Subdivisions shall be separated by a minimum ten (10) foot buffer area that is common ground. This area shall also be protected from all land disturbance activities.~~

5. TRAFFIC GENERATION ASSESSMENT FEE

The developer shall contribute to the East Area Traffic Generation Assessment Trust Fund established by Section 140.210 of the City of Wildwood's Revised Codes. This assessment must be paid in full at the time of the first Zoning Authorization for any building or structure or when the individual issuances of building permits for the authorized lots are approved. This contribution shall not exceed the amount established by multiplying the number of **provided** parking spaces by the following rate:

Type of Development	***Required Contribution***
Single Family Dwelling (**detached**)	$1,055.10/Parking Space

(Section 415.280 of the City of Wildwood Zoning Code defines a parking space.)

If type of development proposed differ than those listed, rates shall be provided by the Department of Public Works.

As this development is located within a Trust Fund area established by the City of Wildwood, any portion of the traffic generation assessment contribution, which remains, following completion of roadway improvements required by the development shall be retained in the appropriate trust fund.

The amount of this required contribution, if not submitted by January 1, 2016, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the City of Wildwood Department of Public Works.

The Planning and Zoning Commission is recommending these fees be credited to the developer for the purposes of assisting with completion of required improvements within the right-of-way of the Pond-Grover Loop Road, **if constructed. Additionally, credits may also be considered toward the construction of the Eatherton Road extension through the subject site, but would be solely based upon the difference in cost of a residential type street, of the same dimensions, versus this arterial type roadway. Credits would only be considered for the Eatherton Road Extension, if Pond-Grover Loop Road were not to be constructed.** The granting of these credits is at the sole discretion of the City Council.

6. VERIFICATIONS PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

Prior to approval of the Site Development Plan, the developer shall provide the following:

Stormwater Improvements

a. Submit to the Planning and Zoning Commission an engineering plan approved by the City of Wildwood Department of Public Works and the Metropolitan St. Louis Sewer District showing that adequate handling of the stormwater drainage of the site is provided.

1. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and the Metropolitan St. Louis Sewer District standards.
2. All stormwater shall be discharged at an adequate natural discharge point. Sinkholes are not adequate points of natural discharge and may not be disturbed.
3. Retention/detention of differential runoff of stormwater shall be required. Stormwater management shall be provided in permanent retention/detention facilities, such as ponds or other acceptable alternatives. These retention/detention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
4. All proposed retention/detention facilities and related stormwater improvements shall be located in a common ground area and insure perpetual maintenance to the Homeowners Association to be created at the time of platting of this development, unless otherwise accepted by the Metropolitan St. Louis Sewer District.
5. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the Site Development Plan/Improvement Plan process, to implement "best management practices" for stormwater management and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, vegetative swales, and other options to substantially reduce the amount of stormwater leaving the subject site.
6. The developer shall provide adequate detention and/or hydrologic calculations for review and approval of all stormwater that will encroach on City of Wildwood/Missouri Department of Transportation (MoDOT) rights-of-way.
7. A bond or letter of credit will be required by the City of Wildwood to cover any downstream damage to abutting or adjacent properties, common ground areas, or drainageways caused by the developers' use of this subject site (land/disturbance/grading/construction activities, etc.), which shall be used for the restoration of damaged areas to their pre-development condition, if the developers fail to meet their responsibilities in this regard. The amount of this bond and

the establishment of the process for creating an accurate baseline condition for the existing downstream facilities shall be at the discretion of the City of Wildwood Department of Public Works, in conjunction with input from the petitioner's engineer.

Geotechnical Report

b. Provide a Geotechnical Report covering development and grading required by improvements involved with this site, as directed by the Department of Public Works. Said report shall verify the adaptability of grading and improvements with soil and geologic conditions which are susceptible to rapid erosion, landslide, and/or creep. A statement of compliance with this study, signed by the Geotechnical Engineer preparing the report, shall be included on all Site Development Plans. The development and construction plans shall be designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer shall be required to sign and seal all plans with a certification the proposed construction will be completed in accordance with the grading and soils requirements and conditions contained in the report.

Stormwater Pollution Prevention Plan

c. Submit a Stormwater Pollution Prevention Plan, as part of the Site Development Plan review process, indicating compliance to all Federal, State, and local requirements regarding the management of stormwater runoff to prevent siltation and erosion, while preserving water quality, both upon the site and on downstream properties.

Natural Resource Protection Plan

d. Provide a revised and final copy of the Natural Resource Protection Plan indicating all areas of the site, which are to be designated as protected and not developable. This revised and final copy of this map shall be reviewed and signed by a qualified soil scientist, who completed the analysis, and a statement indicating compliance with all the requirements of Section 1005.200 of the City of Wildwood's Subdivision and Development Regulations.

Environmental Assessment – Phase One

e. The developer shall provide to the Planning and Zoning Commission, as part of the Site Development Plan submittal package, a Phase I Environmental Assessment Report of the property, which indicates its current condition relative to its past utilization by other owners. Determination regarding any required mediation shall be identified and completed, prior to the approval of the Record Plat and before the occupancy of any residential unit, all being in accordance with State and federal standards and guidelines, as set forth by the United States Environmental Protection Agency (EPA) and the Missouri Department of Natural Resources (MDNR), for any determined contaminant exceeding a residential cleanup standard/guideline, with the cost borne for such by the developer and not the City of Wildwood.

Floodplain Study and Plans/Wetlands Study

f. The developer shall provide a floodplain/wetlands study to the Department of Public Works indicating compliance to the requirements of the City of Wildwood, the U.S. Army Corp of Engineers, and the Federal Emergency Management Agency (FEMA) regarding disturbance or development in

the protected waterways and floodplain areas. This study shall minimally provide information relating to disturbance of any protected area and be reviewed and acted upon by the Department of Public Works, as part of the Site Development Plan submittal process.

7. RECORDING

Within ninety (90) days of approval of the Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

8. VERIFICATION PRIOR TO PERMITS

Notification to Department of Planning

a. Subsequent to approval of the Site Development Plan and prior to issuance of any grading, foundation, or building permit, all approvals from the Department of Public Works (Wildwood), the Missouri Department of Transportation, the Metro West Fire Protection District, the Missouri Department of Natural Resources, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

b. Prior to the issuance of a foundation or building permit for any lot, which adjoins the common ground area and/or detention, basin, written certification from a Professional Engineer which verifies these areas are graded in accordance with the approved plans, must be received by the Department of Planning.

Roadway Improvements

c. Improvements to State Route 100 and Eatherton Road must be completed prior to the issuance of building permits in excess of ten (10) percent of the units. Any delays in utility company relocation and adjustments will not constitute a cause to allow occupancy prior to completion of roadway improvements.

Land Subdivision

d. Record a proper subdivision of the property and comply with all other applicable Subdivision and Development Regulations sections affecting the development of land, except as otherwise specified by this ordinance.

Indentures

e. With the filing of the record plat establishing separate lots, the developer shall record an approved indenture, which defines the necessary assessments and specific trustee obligations in accord with provisions of Section 415.470 and 415.510 of the City of Wildwood Zoning Code.

Escrow Requirements

f. All improvement and landscaping costs shall be submitted to the City of Wildwood through the standard subdivision escrow procedures.

Improvement Plans

g. The developer of this residential subdivision shall provide to the City Improvement Plans indicating construction details relative to public and private infrastructure associated with its development. Said plans will be used to calculate escrow requirements for these identified improvements.

Sanitary Sewage System

h. The developer shall provide verification from the Metropolitan St. Louis Sewer District that public sewer service has been provided to this site. Verification shall be in a form acceptable to the City of Wildwood.

Potable Water Service

i. The developer shall provide verification from the Missouri American Water Company that service to this subdivision can be provided at acceptable levels relative to the density of the project and not cause service issues to other households served by the same.

9. GENERAL DEVELOPMENT CONDITIONS

a. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

b. A grading permit is required prior to any grading on the site. Interim stormwater drainage control in the form of siltation control measures is required.

c. A copy of the most recently approved Site Development Plan for this P.R.D. Overlay District development shall be prominently displayed at all times in all sales offices for this development.

d. The petitioner shall be responsible for obtaining all necessary permits from the Department of Natural Resources Clean Water Commission as they relate to the development of this tract of land.

e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual, such as Rye or Sudan Grasses, shall be utilized to retard erosion.

f. Failure to comply with any or all of the conditions of this ordinance shall be adequate cause for revocation of permits by issuing City of Wildwood Departments or Commissions.

g. The Zoning Enforcement Officer of the City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with Site Development Plans approved by the Planning and Zoning Commission and the Department of Planning.

h. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Planned Residential Development Overlay District

Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

i. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Planned Residential Development Overlay District ordinance, except where this ordinance has expressly modified such regulations by reference to the applicable provision authorizing such modification.

10. PUBLIC SPACE REQUIREMENTS

a. Developer shall construct improved public space in conformance with or otherwise satisfying the requirements of the City's Public Space Ordinance, Chapter 415.260 and 415.270 of the City of Wildwood's Zoning Ordinance. The City Council accepts the findings of the Public Space Study adopted therein and determines the compliance with the Public Space Ordinance provisions will address the impact of this specific development on public space needs in a manner and amount that is equal to less than an amount that is roughly proportional to the actual or anticipated impact. The installation of required public space improvements shall be as required by the applicable ordinances, but shall be completed prior to issuance of any occupancy (temporary or final) permit authorized by this ordinance. Unless otherwise approved pursuant to the procedures set forth in the Public Space Ordinance, the public space attributable to this development, **based upon the number of authorized dwelling units at a rate of 1,742.4 square feet per new single family dwelling**. The provision of public space shall substantially comply with the Preliminary Development Plan submitted in conjunction at the public meeting on November 2, 2015.

Editor's Note: Changes to the report from its October 5, 2015 version to the November 2, 2015 are with a single strike-through line. Previous changes considered by the members at their October 5, 2015 Planning and Zoning Commission meeting are indicated by blue-type. **No modifications have been made to the Letter of Recommendation, since the Planning and Zoning Commission took action upon it on November 16, 2015, excepting Condition 2(d.). This condition was recommended for a change, as part of the motion and vote on the overall Letter of Recommendation, which, again, failed for a lack of majority. Changes to the Letter of Recommendation, which were supported by the City Council and authorize for inclusion in the proposed Bill, are indicated in brown, bolded type. Blue, bolded type reflects changes from the January 11, 2016 City Council meeting.**

Section Three. This ordinance shall be in full force and effect on and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 2015, by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

_____	_____
Presiding Officer	Timothy Woerther, Mayor

ATTEST:

_____	_____
City Clerk	Liz Weiss, City Clerk

BILL # 2146 **ORDINANCE #2146**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY A REAL ESTATE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 4285 FOX CREEK ROAD WITHIN THE CITY OF WILDWOOD.

WHEREAS, the City desires to purchase certain real property located at 4285 Fox Creek Road within the City of Wildwood (the "Property") from Fox Creek Tree Farm, LLC; and

WHEREAS, the City Council desires to authorize the Mayor, on behalf of the City, to execute a real estate contract with Fox Creek Tree Farm, LLC for the purchase of the Property and such other documents necessary to contract for and complete the purchase of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, AS FOLLOWS:

Section 1.

The Mayor is hereby authorized to execute on behalf of the City of Wildwood a real estate contract in the form attached hereto and incorporated herein (the "Contract"), and to execute such other documents and take such other actions as are necessary to complete the purchase of the Property.

Section 2.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this _____ day of _____, 20__, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

_____	_____
PRESIDING OFFICER	TIMOTHY WOERTHER, MAYOR
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

WILDWOOD

December 18, 2015

CERTIFIED MAIL – RETURN RECEIPT REQUESTED
and REGULAR U.S. FIRST CLASS MAIL

Mr. Hans Wiemann
412 Wythe House Ct.
Creve Coeur, MO 63141

Re: Project No. STP-5500(673)
Fox Creek Road Bridge over Hollow Tributary
City of Wildwood

Dear Mr. Wiemann:

In response to your email of November 11, 2015, I am pleased to report that the City Council of the City of Wildwood has accepted your price of $13,500.00 to acquire new right of way (25,806 sq. ft.) from the property located at 4285 Fox Creek Road in Wildwood which is owned by Fox Creek Tree Farm, LLC. The acquisition of new right of way will allow for the reconstruction of the Fox Creek Road Bridge over the Hollow Tributary. The City has also agreed to reimburse Fox Creek Tree Farm, LLC the sum of $6,500.00 for the trees to be removed along the west bank of Fox Creek.

In order to complete this transaction, I have enclosed for your review a Real Estate Contract, a General Warranty Deed and a Road and Easement Dedication plat. I look forward to hearing from you once you have completed your review of these documents. In the meantime, we request that you indicate your acceptance of this offer by signing below and returning this letter to my attention.

The City appreciates your cooperation in this matter.

Sincerely,

R.C. Brown III

Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer

CC: Mr. Ryan Thomas, City Administrator
Mr. Rob Golterman, City Attorney
Mr. William Hampton, Bill Hampton Enterprises

Attachment

Accepted: Hans Wiemann Date: 12/21/15
Mr. Hans Wiemann
Fox Creek Tree Farm, LLC

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (this "Contract") is made and entered into as of the "Effective Date" (as defined herein), by and between Fox Creek Tree Farm, LLC (the "Seller") and the City of Wildwood, Missouri (the "Buyer"). Each of Seller and Buyer is a "Party".

1. Property. Seller, in consideration of the mutual covenants and promises herein contained, agrees to sell and convey to Buyer, and Buyer, subject to the conditions and provisions of this Contract, agrees to purchase, the following described real estate located in the County of St. Louis, Missouri, to-wit:

> See Exhibit A attached and incorporated herein, which depicts or describes the parcel(s) of land (the "Property"). The Parties acknowledge the Property is vacant ground, and there are no permanent buildings or structures on the Property.

2. Purchase Price. The Property shall be sold for a purchase price of Thirteen Thousand Five Hundred Dollars ($13,500.00). The purchase price will be paid by Buyer in cash at Closing.

3. Title to Property; Contingencies. The purchase of the Property by Buyer is subject to the following contingencies of Buyer by the Closing:

(a) If desired by Buyer, Buyer shall receive a title commitment and title policy for the Property from Old Republic Title Company of St. Louis, Inc. (the "Title Company"), which shall show the Property is currently owned by Seller and the Property is not subject to any liens, encumbrances or restrictions.

(b) Buyer, at its expense, has or may obtain a survey of the Property that is satisfactory to Buyer. Seller shall allow Buyer and its surveyor reasonable access to the Property for conducting such survey and placing survey stakes and markings on the Property.

(c) Buyer shall have received all approvals necessary from the City Council of the City of Wildwood, Missouri and all appropriations for funding for the purchase.

In the event Buyer does not obtain a title commitment, title policy or survey and inspections satisfactory to Buyer, or Buyer does not obtain the approvals in subsection (c), Buyer may terminate this Contract by written notice to Seller, without further obligation.

4. **Representations.** Seller represents and warrants to Buyer that, as of the Effective Date of this Contract and as of the Closing Date: (a) there are no deeds of trust or liens against the Property, (b) there are no claims pending which adversely affect the Property; (c) Seller is the sole legal owner of the Property and has the right to sign this Contract and sell the Property to Buyer; (d) Seller is in full possession of the Property, and (e) to the best of Seller's knowledge, there are no hazardous substances on the Property. Buyer is not required to purchase the Property if any of the representations or warranties of Seller under this Section are not true and correct.

5. Closing. The Property shall be conveyed to Buyer or Buyer's designee by General Warranty Deed (the "Deed"), free and clear of all liens, encumbrances and other title matters. The form of Deed is attached hereto as Exhibit B. The "Closing" will occur through the Title Company. Any deed of trust or other lien against the Property must be paid off at the Closing by Seller. Taxes and assessments for the current year shall be pro-rated to the day of Closing with Seller to pay all taxes before the Closing Date. The amount of any taxes owed by Seller through the Closing Date will be deducted from the Purchase Price.

Provided all Buyer's contingencies are satisfied by such date, Buyer will purchase the Property on _____ (the "Closing Date"). Seller will execute closing documents required for the Closing. All expenses for the title policy and any fees of the Title Company shall be paid by Buyer. Seller shall maintain the Property in its present condition. Seller shall transfer exclusive possession of the Property to Buyer at the Closing.

6. **Remedies.** If either Party defaults, the other Party may terminate this Contract by giving written notice of such termination.

7. **Special Provision Regarding Trees.** In addition to the Purchase Price to be paid hereunder for the Property, Buyer agrees to reimburse Seller in the amount of Six Thousand Five Hundred Dollars ($6,500.00) for trees to be removed from the Property. This additional amount will be paid in cash, at Closing.

8. **No Brokers.** Seller and Buyer acknowledge and agree that no broker participated in this Contract or transaction. Neither Seller nor Buyer shall be responsible for the payment of any real estate commission to any party whomsoever.

9. **Amendments.** This Contract constitutes the entire agreement between the Parties. This Contract may not be changed orally, but may be changed by written agreement signed by all Parties hereto.

10. **Miscellaneous Provisions.** This Contract shall bind the heirs, personal representatives, successors and assigns of the Parties hereto, and shall be construed according to the laws of the State of Missouri. This Contract may be executed in counterparts and may be signed and transmitted by fax or email, which has the same effect as an original signature. If necessary, the Parties will execute any further documents needed to effectuate the provisions of this Contract.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have hereunto subscribed their names.

SELLER:

Fox Creek Tree Farm, LLC

By (Signature): Hans Wiemann

Name: Hans Wiemann, Member/Officer

Date: 12/29/15

Address: 412 Wythe House Ct.
Creve Coeur, MO. 63141

BUYER:

City of Wildwood, Missouri

By (Signature): _____

Name: _____ (Title)

Date: _____

Address: 16860 Main Street
Wildwood, Missouri 63040

The "Effective Date" is date the last of the Seller or Buyer delivers a fully signed copy of this Contract to the other Party.

EXHIBIT A

Legal Description

A tract of land being part of property described as Parcel 1 in a deed to Fox Creek Tree Farm, LLC, recorded in Book 19892, Page 911 of the St. Louis county Recorder's office, and being in the South ½ of the southeast 1/4 of Section 19, Township 44 North, Range 3 East, of the Fifth Principal Meridian, City of Wildwood, St. Louis County, Missouri; said tract being more particularly described as follows:

Commencing at the point of intersection of the north line of said Fox Creek Tree Farm, LLC property, with the southwest line of Fox Creek Road, width varies; thence South 44 degrees 51 minutes 48 seconds East, 32.81 feet along the southwest line of said Fox Creek Road to the point of beginning of the tract of land herein described; thence continuing along the southwest line of said Fox Creek Road South 44 degrees 51 minutes 48 seconds East, 73.61 feet to its intersection with the southwest line of Fox Creek Road, 30 feet wide; thence South 22 degrees 46 minutes, 48 seconds East, 192.98 feet and South 28 degrees 08 minutes 48 seconds East, 45.33 feet along the southwest line of said Fox Creek Road, 30 feet wide, to its intersection with the north line of Fox Creek Road, 60 feet wide, as widened in deed to St. Louis County, Missouri, recorded in Book 4140. Page 423 (Parcel 3) of the St. Louis County recorder's office; thence leaving the southwest line of said Fox Creek Road, 30 feet wide, South 62 degrees 45 minutes 12 seconds West, 12.86 feet along the north line of said Fox Creek Road, 60 feet wide; thence leaving the north line of said Fox Creek Road, 60 feet wide, North 24 degrees 33 minutes 50 seconds West, 18.62 feet; thence South 67 degrees 31 minutes 18 seconds West, 78.93 feet; thence North 22 degrees 28 minutes 42 seconds West, 264.35 feet; thence North 45 degrees 08 minutes 12 seconds East, 63.70 feet; to the point of beginning, and containing 23,807 square feet.

EXHIBIT B
FOR REAL ESTATE CONTRACT

1.	**Title of Document**:	General Warranty Deed
2.	**Date of Document**:	Dec. 29, 2015
3.	**Grantor**:	Fox Creek Tree Farm, LLC
4.	**Grantee**:	City of Wildwood, Missouri a Missouri municipal corporation
5.	**Statutory Mailing Addresses**:	**Grantor:** c/o Fox Creek Tree Farm, LLC 412 Wythe House Ct. Creve Coeur, Missouri 63141 **Grantee:** 16860 Main Street Wildwood, Missouri 63040
6.	**Legal Description**:	See Exhibit A annexed to this document.
7.	**Reference(s) to Book(s) and Page(s)**:	N/A

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made and entered into as of the 29 day of December, 2015, by and between Fox Creek Tree Farm, LLC, of the County of Saint Louis, State of Missouri, whose address is 412 Wythe House Ct., Creve Coeur, Missouri 63141 ("GRANTOR"), and the City of Wildwood, Missouri, a Missouri municipal corporation, whose address is 16860 Main Street, Wildwood, Missouri 63040 ("GRANTEE").

WITNESSETH, that GRANTOR, for and in consideration of the sum of 20,000 and —/100 Dollars ($20,000), and other good and valuable consideration paid by GRANTEE, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, BARGAIN and SELL, CONVEY and CONFIRM unto GRANTEE, all of the real property described in Exhibit A, incorporated herein for all purposes and located in the City of Wildwood, County of St. Louis, State of Missouri (the "Property");

TO HAVE AND TO HOLD the same, together with all rights and appurtenances to the same belonging, unto the said GRANTEE, and unto GRANTEE's successors and assigns forever. GRANTOR and GRANTOR'S heirs, executors, administrators, and assigns hereby further covenants to forever WARRANT AND DEFEND the title to the Property conveyed unto GRANTEE and GRANTEE's successors and assigns, against the lawful claims of all persons whomsoever.

[Signature Appears on the Following Page]

SIGNATURE PAGE FOR
GENERAL WARRANTY DEED

IN WITNESS WHEREOF, GRANTOR has executed this instrument as of the date first above written.

GRANTOR:

Fox Creek Tree Farm, LLC
A Missouri Limited Liability Corporation

By: _____
Hans Wiemann, Member / Officer

STATE OF MISSOURI)
)
COUNTY OF ST. LOUIS)

On this 21 day of December, 2015, before me appeared Hans Wiemann, to me personally known, who, being by me duly sworn, did say that he is the owner and President of Fox Creek Tree Farm, LLC, a corporation of the State of Missouri, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said Hans Wiemann acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

_____
Notary Public

My Commission Expires: 1/28/2018

Bonnie Jo Murphy
Notary Public Notary Seal
State of Missouri County of St Louis
My Commission Expires 01/28/2018
Commission # 14572683

Exhibit A to General Warranty Deed

A tract of land being part of property described as Parcel 1 in a deed to Fox Creek Tree Farm, LLC, recorded in Book 19892, Page 911 of the St. Louis county Recorder's office, and being in the South ½ of the southeast 1/4 of Section 19, Township 44 North, Range 3 East, of the Fifth Principal Meridian, City of Wildwood, St. Louis County, Missouri; said tract being more particularly described as follows:

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FOX CREEK ROAD – ROAD & EASEMENT DEDICATION PLAT

TRACTS OF LAND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19,
TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF WILDWOOD, SAINT LOUIS COUNTY, MISSOURI.
ZONING: FLOODPLAIN & NON–URBAN RESIDENCE DISRICT

PREPARED FOR:
CITY OF WILDWOOD
16860 MAIN STREET,
WILDWOOD, MISSOURI 63040
PHONE: (636) 458–0440

OWNERS:
CONSERVATION COMMISSION
OF THE STATE OF MISSOURI
P.O. BOX 180
JEFFERSON CITY, MO. 65102

FOX CREEK TREE FARM, LLC
412 WYTHE HOUSE CT.
CREVE COEUR, MO. 63141

DISTRICTS
METRO WEST FIRE PROTECTION DISTRICT
ROCKWOOD R–6 SCHOOL DISTRICT
FOX CREEK WATERSHED
THE METROPOLITAN ST. LOUIS SEWER DISTRICT
ST. LOUIS COUNTY POLICE – WILDWOOD PRECINCT #6
WILDWOOD CITY COUNCIL – WARD 6
PACIFIC POST OFFICE – 63069

SERVICE PROVIDERS
MISSOURI–AMERICAN WATER COMPANY
LACLEDE GAS COMPANY
AMEREN UE
CHARTER COMMUNICATIONS
AT&T

WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, AS SURVEYED AND PLATTED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "FOX CREEK ROAD – ROAD AND EASEMENT DEDICATION PLAT". APPROVE OF THE DEDICATION STRIP FOR FOX CREEK ROAD, VARYING WIDTH, WHICH FOR BETTER IDENTIFICATION IS SHOWN HATCHED ON THIS PLAT, AND IS HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, FOR PUBLIC USE FOREVER.

THE TEMPORARY CONSTRUCTION EASEMENTS, AS SHOWN ON THIS PLAT, ARE FOR THE PURPOSE OF MAKING CUTS, FILLS AND SLOPING EMBANKMENT, CONSTRUCTING DRIVES, PROVIDING WORKING ROOM AND IMPLEMENTING ANY AND ALL OTHER RELATED CONSTRUCTION ITEMS OVER THE REAL ESTATE INDICATED ON THE PLAT UNTIL SUCH TIME AS THE FOX CREEK ROAD ROAD PROJECT MAY BE COMPLETED AND ACCEPTED BY THE CITY OF WILDWOOD, MISSOURI. UPON THE GRANTING OR DENIAL OF ACCEPTANCE BY THE CITY OF WILDWOOD, MISSOURI OR ITS ASSIGNS, THIS EASEMENT SHALL TERMINATE.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT. ALL TAXES DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL. NO LIENS ARE UPON THE AREA TO BE CONVEYED.

IN WITNESS WHEREOF, IT HAS BEEN SIGNED AND SEALED THE FOREGOING:

THIS ______ DAY OF ________ ,2015

FOX CREEK TREE FARM, LLC

________ SIGNATURE

________ PRINT NAME & TITLE

THIS ______ DAY OF ________ 2015

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

________ SIGNATURE

ROBERT L. ZIEHMER, DIRECTOR
PRINT NAME & TITLE

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

ON THIS ______ DAY OF ________________, 2015, BEFORE ME PERSONALLY APPEARED ________________, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE ________________ OF FOX CREEK TREE FARM, LLC, A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID ________________ ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

________ NOTARY PUBLIC

________ PRINTED NAME

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

ON THIS ______ DAY OF ________________ 2015, BEFORE ME PERSONALLY APPEARED ROBERT L. ZIEHMER, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE MISSOURI DEPARTMENT OF CONSERVATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI AND THAT SAID ROBERT L. ZIEHMER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE COMMISSION.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

________ NOTARY PUBLIC

________ PRINTED NAME

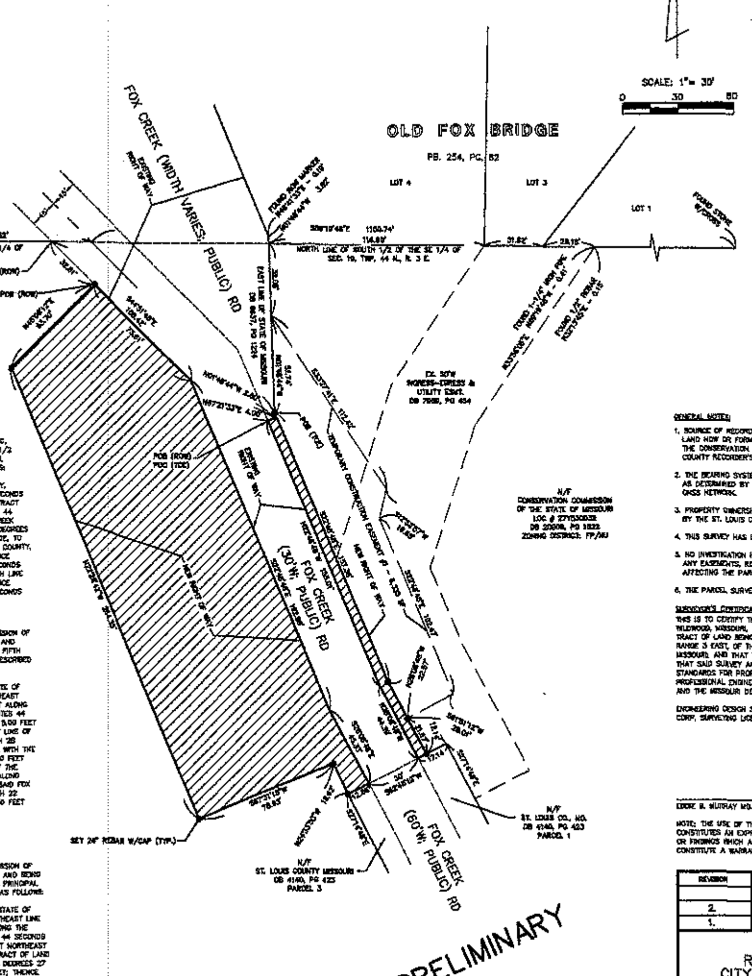
THIS ACKNOWLEDGEMENT CERTIFIES THIS EASEMENT DEDICATION PLAT HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS ________ DAY OF ________ , 2015.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

JOE VUJNICH, DIRECTOR OF PLANNING

I, LYNNE GREENE–BELDNER, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS RIGHT–OF–WAY AND EASEMENT PLAT HAS APPROVED BY ORDINANCE NUMBER ________, UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE ______ DAY OF ________, 2015. SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREUNTO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, ON THE ______ DAY OF ______ 2015.

________ CITY CLERK



N/F
FOX CREEK TREE FARM, LLC
LOCATOR # 27V430011
DB 19862, PG 911
ZONING DISTRICT: FP/NU

RIGHT–OF–WAY

A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO FOX CREEK TREE FARM, LLC, RECORDED IN BOOK 19892, PAGE 911 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE. AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID FOX CREEK TREE FARM, LLC PROPERTY, WITH THE SOUTHWEST LINE OF FOX CREEK ROAD, WIDTH VARIES; THENCE SOUTH 44 DEGREES 51 MINUTES 48 SECONDS EAST, 32.61 FEET ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD SOUTH 44 DEGREES 51 MINUTES 48 SECONDS EAST, 73.61 FEET TO ITS INTERSECTION WITH THE SOUTHWEST LINE OF FOX CREEK ROAD, 30 FEET WIDE; THENCE SOUTH 22 DEGREES 46 MINUTES 45 SECONDS EAST, 192.98 FEET AND SOUTH 28 DEGREES 08 MINUTES 48 SECONDS EAST, 45.53 FEET ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, TO ITS INTERSECTION WITH THE NORTH LINE OF FOX CREEK ROAD, 60 FEET WIDE, AS WIDENED IN DEED TO ST. LOUIS COUNTY, MISSOURI, RECORDED IN BOOK 4140, PAGE 423 (PARCEL 3) OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE LEAVING THE SOUTHWEST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, SOUTH 62 DEGREES 40 MINUTES 12 SECONDS WEST, 12.80 FEET ALONG THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE; THENCE LEAVING THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE, NORTH 24 DEGREES 33 MINUTES 50 SECONDS WEST, 18.62 FEET; THENCE SOUTH 67 DEGREES 31 MINUTES 18 SECONDS WEST, 78.93 FEET; THENCE NORTH 22 DEGREES 28 MINUTES 42 SECONDS WEST, 254.35 FEET; THENCE NORTH 45 DEGREES 08 MINUTES 12 SECONDS EAST, 83.70 FEET, TO THE POINT OF BEGINNING, AND CONTAINING 23,807 SQUARE FEET.

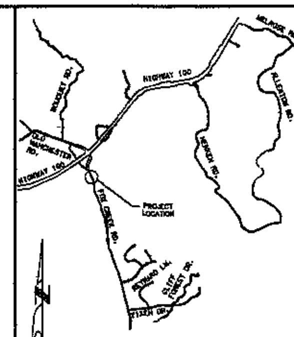
A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, RECORDED IN BOOK 20008, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST; OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF PROPERTY DESCRIBED IN A DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 6637, PAGE 1224 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, WITH THE NORTHEAST LINE OF FOX CREEK ROAD, 30 FEET WIDE. THENCE NORTH 87 DEGREES 21 MINUTES 33 SECONDS EAST, 4.00 FEET ALONG THE SOUTH LINE OF SAID STATE OF MISSOURI PROPERTY TO ITS EAST LINE; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 2.80 FEET ALONG THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; THENCE LEAVING THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY SOUTH 22 DEGREES 46 MINUTES 48 SECONDS EAST, 157.38 FEET AND SOUTH 28 DEGREES 08 MINUTES 48 SECONDS EAST, 44.24 FEET ALONG SAID LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; TO ITS INTERSECTION WITH THE NORTH LINE OF FOX CREEK ROAD, 60 FEET WIDE, AS WIDENED IN DEED TO ST. LOUIS COUNTY, MISSOURI, RECORDED IN BOOK 4140, PAGE 423 (PARCEL 1) OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 62 DEGREES 40 MINUTES 12 SECONDS WEST, 6.00 FEET ALONG THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE, TO ITS INTERSECTION WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE; THENCE NORTH 28 DEGREES 08 MINUTES 48 SECONDS WEST, 44.39 FEET AND NORTH 22 DEGREES 46 MINUTES 48 SECONDS WEST, 158.01 FEET ALONG THE NORTHEAST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, TO THE POINT OF BEGINNING, AND CONTAINING 987 SQUARE FEET.

TEMPORARY CONSTRUCTION EASEMENT #1

A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, RECORDED IN BOOK 20008, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF PROPERTY DESCRIBED IN A DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 6637, PAGE 1224 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, WITH THE NORTHEAST LINE OF FOX CREEK ROAD, 30 FEET WIDE, THENCE NORTH 87 DEGREES 21 MINUTES 33 SECONDS EAST, 4.00 FEET ALONG THE SOUTH LINE OF SAID STATE OF MISSOURI PROPERTY TO ITS EAST LINE; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 2.80 FEET ALONG THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 92.74 FEET; THENCE SOUTH 33 DEGREES 27 MINUTES 41 SECONDS EAST, 112.42 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 57 SECONDS WEST, 18.65 FEET; THENCE SOUTH 22 DEGREES 46 MINUTES 48 SECONDS EAST, 102.47 FEET; THENCE SOUTH 61 DEGREES 51 MINUTES 12 SECONDS WEST, 26.01 FEET TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; THENCE NORTH 28 DEGREES 08 MINUTES 48 SECONDS WEST, 22.57 FEET AND NORTH 22 DEGREES 46 MINUTES 48 SECONDS WEST, 157.38 FEET ALONG SAID LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING, AND CONTAINING 5,335 SQUARE FEET.



LOCATION MAP
NTS

PLAT NOTES
FOX CREEK TREE FARM, LLC
1. EXISTING PROPERTY: 2,121,372 S.F. (48.70 AC)
2. FOX CREEK ROAD PROJECT TAKINGS AND EASEMENTS:
3. 23,807 S.F. (0.55 AC) NEW RIGHT–OF–WAY
4. TOTAL REMAINING: 2,097,565 S.F. (48.15 AC)
STATE OF MISSOURI
5. EXISTING PROPERTY: 2,346,877 S.F. (53.87 AC)
6. FOX CREEK ROAD PROJECT TAKINGS AND EASEMENTS:
7. 987 S.F. (0.02 AC) NEW RIGHT–OF–WAY
5,335 S.F. (0.15 AC) TEMPORARY EASEMENT (SLOPE)
8. TOTAL REMAINING: 2,345,890 S.F. (53.82 AC)
9. THIS PLAT DEDICATION CONTAINS: 0.57 TOTAL ACRES

GENERAL NOTES:
1. SOURCE OF RECORD TITLE:
LAND NOW OR FORMERLY OF FOX CREEK FARM, LLC., AS RECORDED IN BOOK 19892, PAGE 911 AND OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, BOOK 20008, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE.
2. THE BEARING SYSTEM OF THIS SURVEY IS GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, EAST ZONE, AS DETERMINED BY USING REAL TIME KINEMATIC (RTK) SURVEY METHODS FROM THE MODOT – VRS – GNSS NETWORK.
3. PROPERTY OWNERSHIPS AND RIGHT OF WAY LIMITS SHOWN HEREON ARE BASED ON INFORMATION FURNISHED BY THE ST. LOUIS COUNTY ASSESSOR'S AND RECORDER'S OFFICE.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.
5. NO INVESTIGATION HAS BEEN MADE BY ENGINEERING DESIGN SOURCE, INC. AS TO THE PRESENT STATUS OF ANY EASEMENTS, RESTRICTIONS, BUILDING AND/OR ZONING SET–BACK LINES OR RIGHTS–OF–WAY, IF ANY, AFFECTING THE PARCEL SURVEYED.
6. THE PARCEL SURVEYED IS A "URBAN" CLASS AREA.

SURVEYOR'S CERTIFICATION
THIS IS TO CERTIFY THAT ENGINEERING DESIGN SOURCE, INC. IN JULY, 2015, BY ORDER OF THE CITY OF WILDWOOD, MISSOURI, HAS EXECUTED A BOUNDARY SURVEY AND PREPARED A DEDICATION PLAT OF A TRACT OF LAND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND THAT THE RESULTS OF SAID SURVEY AND PLAT ARE CORRECTLY SHOWN HEREON AND THAT SAID SURVEY AND PLAT WAS EXECUTED IN ACCORDANCE WITH AND MEETS "THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE.

ENGINEERING DESIGN SOURCE, INC.
CORP. SURVEYING LICENSE NO. 2002030547

________ DATED: ________
EDDIE B. MURRAY MO. P.L.S. NO. 1973

NOTE: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" HEREON ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

REVISION	DATE	DESCRIPTION
2.	08/27/15	CITY COMMENTS PER MARK–UP.
1.	08/10/15	CITY COMMENTS PER MARK–UP.

FOX CREEK ROAD
ROAD & EASEMENT DEDICATION PLAT
CITY OF WILDWOOD, ST. LOUIS COUNTY, MO.

EDSI
ENGINEERING DESIGN SOURCE, INC.

Drawn J.B.H.
Checked E.B.M.
Date JULY 2015
Sheet No. 1 of 1

Bill #2147 **Ordinance #2147**

AN ORDINANCE AUTHORIZING A RIGHT-OF-WAY DEDICATION PLAT FOR FOX CREEK ROAD, TO BE OBTAINED FROM LAND AREA OWNED BY THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, BEING PART OF ROCKWOODS RANGE, AND A PORTION OF PRIVATELY-HELD PROPERTY OWNED BY FOX CREEK TREE FARM LLC, ALL OF WHICH ARE LOCATED WITHIN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST AND WEST SIDES OF FOX CREEK ROAD, SOUTH OF STATE ROUTE 100, INCLUSIVE OF ADDITIONAL AREA ON THE EAST SIDE OF FOX CREEK ROAD TO ACCOMMODATE A TEMPORARY CONSTRUCTION EASEMENT, FOR THE PURPOSE OF ROADWAY IMPROVEMENTS, INCLUDING A BRIDGE REPLACEMENT. (WARD SIX)

WHEREAS, the owners of properties, the Conservation Commission of the State of Missouri and Fox Creek Tree Farm LLC, at the request of the City of Wildwood's Department of Public Works, have agreed to a Right-of-Way Dedication Plat for the transfer/dedication of areas of their respective properties that will be used for future roadway improvement purposes; and

WHEREAS, these areas include public dedication of Fox Creek Road [30' wide], to the east and west, as well as additional area on the east side of it to accommodate a temporary construction easement, all of which are located to the south of State Route 100; and

WHEREAS, these areas are integral to roadway improvements, which will provide for improved safety and better circulation of vehicles, when the project is completed, per City specifications; and

WHEREAS, the dedication of these areas are critical to the replacement of the bridge, thereby meeting a key transportation goal of Wildwood; and

WHEREAS, the City of Wildwood, Missouri, on September 1, 1995, adopted regulations, codes, and ordinances authorizing it to administer these subdivision authorities for the health, safety, and welfare of its residents.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AS FOLLOWS:

Section One. The City Council of the City of Wildwood hereby approves and authorizes a Right-of-Way Dedication Plat for Fox Creek Road, to be obtained from land area owned by the Conservation Commission of the State of Missouri, being part of Rockwoods Range, and a portion of privately-held property owned by Fox Creek Tree farm LLC, all of which are located within the South Half of the Southeast Quarter of Section 19, Township 44 North, Range 3 East, City of Wildwood, St. Louis County, Missouri, and more specifically situated on the east and west sides of Fox Creek Road, south of State Route 100, inclusive of additional area on the east side of Fox Creek Road to accommodate a temporary construction easement, for the purpose of roadway improvements, including a bridge replacement. These dedication and easement areas are more specifically depicted upon the accompanying plat, agreed to by the property owners, now hereto attached and made a part hereof.

Section Two. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Right-of-Way Dedication Plat by affixing their signatures and official seal of the City of Wildwood to a Certificate of Approval for this instrument. The petitioner is required and directed to record this Right-of-Way Dedication Plat in the Office of the St. Louis County Recorder of Deeds within sixty (60) days of its approval by the City Council, or said action shall be voided.

Section Three. This ordinance shall be in full force and effect from and after its passage and approval provided that all required signatures, seals, notarizations, and acknowledgements have been placed upon the plat and filed with the Recorder of Deeds of St. Louis County. The petitioner shall be required to provide the City of Wildwood with a copy of this plat, upon which is displayed the Book and Page Number from the Office of the Recorder of Deeds of St. Louis County verifying its recordation.

THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2016 BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

Presiding Officer	**Timothy Woerther, Mayor**

ATTEST:

City Clerk	**City Clerk**

FOX CREEK ROAD – ROAD & EASEMENT DEDICATION PLAT

TRACTS OF LAND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19,
TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN,
CITY OF WILDWOOD, SAINT LOUIS COUNTY, MISSOURI.
ZONING: FLOODPLAIN & NON–URBAN RESIDENCE DISTRICT

PREPARED FOR:
CITY OF WILDWOOD
16860 MAIN STREET,
WILDWOOD, MISSOURI 63040
PHONE: (636) 458–0440

OWNERS:
CONSERVATION COMMISSION
OF THE STATE OF MISSOURI
P.O. BOX 180
JEFFERSON CITY, MO. 65102

FOX CREEK TREE FARM, LLC
412 WYTHE HOUSE CT.
CREVE COEUR, MO. 63141

DISTRICTS
METRO WEST FIRE PROTECTION DISTRICT
ROCKWOOD R–6 SCHOOL DISTRICT
FOX CREEK WATERSHED
THE METROPOLITAN ST. LOUIS SEWER DISTRICT
ST. LOUIS COUNTY POLICE – WILDWOOD PRECINCT #6
WILDWOOD CITY COUNCIL – WARD 6
PACIFIC POST OFFICE – 63069

SERVICE PROVIDERS
MISSOURI–AMERICAN WATER COMPANY
LACLEDE GAS COMPANY
AMEREN UE
CHARTER COMMUNICATIONS
AT&T

WE, THE UNDERSIGNED OWNERS OF THE TRACT OF LAND HEREIN PLATTED AND FURTHER DESCRIBED IN THE FOREGOING SURVEYOR'S CERTIFICATE, AS SURVEYED AND PLATTED IN THE MANNER SHOWN ON THIS PLAT, WHICH SHALL HEREAFTER BE KNOWN AS "FOX CREEK ROAD – ROAD AND EASEMENT DEDICATION PLAT", APPROVE OF THE DEDICATION STRIP FOR FOX CREEK ROAD, VARYING WIDTH, WHICH FOR BETTER IDENTIFICATION IS SHOWN HATCHED ON THIS PLAT, AND IS HEREBY DEDICATED TO THE CITY OF WILDWOOD, MISSOURI, FOR PUBLIC USE FOREVER.

THE TEMPORARY CONSTRUCTION EASEMENTS, AS SHOWN ON THIS PLAT, ARE FOR THE PURPOSE OF MAKING CUTS, FILLS AND SLOPING EMBANKMENT, CONSTRUCTING DRIVES, PROVIDING WORKING ROOM AND IMPLEMENTING ANY AND ALL OTHER RELATED CONSTRUCTION ITEMS OVER THE REAL ESTATE INDICATED ON THE PLAT UNTIL SUCH TIME AS THE FOX CREEK ROAD PROJECT MAY BE COMPLETED AND ACCEPTED BY THE CITY OF WILDWOOD, MISSOURI. UPON THE GRANTING OR DENIAL OF ACCEPTANCE BY THE CITY OF WILDWOOD, MISSOURI OR ITS ASSIGNS, THIS EASEMENT SHALL TERMINATE.

IT IS HEREBY CERTIFIED THAT ALL EXISTING EASEMENTS ARE SHOWN ON THIS PLAT AS OF THE TIME AND DATE OF RECORDING OF THIS PLAT. ALL TAXES DUE AND PAYABLE AGAINST THIS PROPERTY HAVE BEEN PAID IN FULL. THERE ARE NO EXISTING LIENS UPON THE AREA TO BE CONVEYED.

IN WITNESS WHEREOF, IT HAS BEEN SIGNED AND SEALED THE FORGOING:

THIS _____ DAY OF _____, 2016

FOX CREEK TREE FARM, LLC

_____ SIGNATURE

_____ PRINT NAME & TITLE

THIS_____ DAY OF _____, 2016

CONSERVATION COMMISSION OF THE STATE OF MISSOURI

_____ SIGNATURE

ROBERT L. ZIEHMER, DIRECTOR
PRINT NAME & TITLE

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

ON THIS_____DAY OF_____, 2016, BEFORE ME PERSONALLY APPEARED _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE_____OF FOX CREEK TREE FARM, LLC., A CORPORATION OF THE STATE OF MISSOURI, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS AND THE SAID_____ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF SAID CORPORATION.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

_____ NOTARY PUBLIC

_____ PRINTED NAME

STATE OF MISSOURI)
) SS
COUNTY OF COLE)

ON THIS_____DAY OF_____2016, BEFORE ME PERSONALLY APPEARED ROBERT L. ZIEHMER, WHO BEING BY ME DULY SWORN DID SAY THAT HE IS THE DIRECTOR OF THE MISSOURI DEPARTMENT OF CONSERVATION, AND THAT SAID INSTRUMENT WAS SIGNED AND SEALED ON BEHALF OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI AND THAT SAID ROBERT L. ZIEHMER ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE ACT AND DEED OF THE COMMISSION.

IN WITNESS WHEREOF, I HAVE SIGNED AND SEALED THE FOREGOING THE DAY AND YEAR FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES:

_____ NOTARY PUBLIC

_____ PRINTED NAME

THIS ACKNOWLEDGEMENT CERTIFIES THIS EASEMENT DEDICATION PLAT HAS BEEN APPROVED BY THE CITY OF WILDWOOD, MISSOURI ON THIS_____DAY OF _____ , 2016.

CITY OF WILDWOOD DEPARTMENT OF PLANNING

_____

JOE VUJNICH, DIRECTOR OF PLANNING

I, ELIZABETH WEISS, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, DO HEREBY CERTIFY THIS RIGHT–OF–WAY AND EASEMENT PLAT HAS APPROVED BY ORDINANCE NUMBER_____ UNDER ACTION TAKEN BY THE CITY COUNCIL OF WILDWOOD, MISSOURI ON THE_____DAY _____ OF _____, 2016. SAID ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREIN TO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, ON THE_____DAY OF_____,2016.

_____ CITY CLERK

RIGHT–OF–WAY:

A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO FOX CREEK TREE FARM, LLC, RECORDED IN BOOK 19892, PAGE 911 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID FOX CREEK TREE FARM, LLC PROPERTY, WITH THE SOUTHWEST LINE OF FOX CREEK ROAD, WIDTH VARIES; THENCE SOUTH 44 DEGREES 51 MINUTES 48 SECONDS EAST, 32.81 FEET ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE CONTINUING ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD SOUTH 44 DEGREES 51 MINUTES 48 SECONDS EAST, 73.61 FEET TO ITS INTERSECTION WITH THE SOUTHWEST LINE OF FOX CREEK ROAD, 30 FEET WIDE; THENCE SOUTH 22 DEGREES 46 MINUTES 48 SECONDS EAST, 192.98 FEET AND SOUTH 28 DEGREES 08 MINUTES 48 SECONDS EAST, 45.33 FEET ALONG THE SOUTHWEST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, TO ITS INTERSECTION WITH THE NORTH LINE OF FOX CREEK ROAD, 60 FEET WIDE, AS WIDENED IN DEED TO ST. LOUIS COUNTY, MISSOURI, RECORDED IN BOOK 4140, PAGE 423 (PARCEL 3) OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE LEAVING THE SOUTHWEST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, SOUTH 62 DEGREES 45 MINUTES 12 SECONDS WEST, 12.86 FEET ALONG THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE; THENCE LEAVING THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE, NORTH 24 DEGREES 33 MINUTES 50 SECONDS WEST, 18.62 FEET; THENCE SOUTH 67 DEGREES 31 MINUTES 18 SECONDS WEST, 78.93 FEET; THENCE NORTH 22 DEGREES 28 MINUTES 42 SECONDS WEST, 264.35 FEET; THENCE NORTH 45 DEGREES 08 MINUTES 12 SECONDS EAST, 63.70 FEET; TO THE POINT OF BEGINNING, AND CONTAINING 23,807 SQUARE FEET.

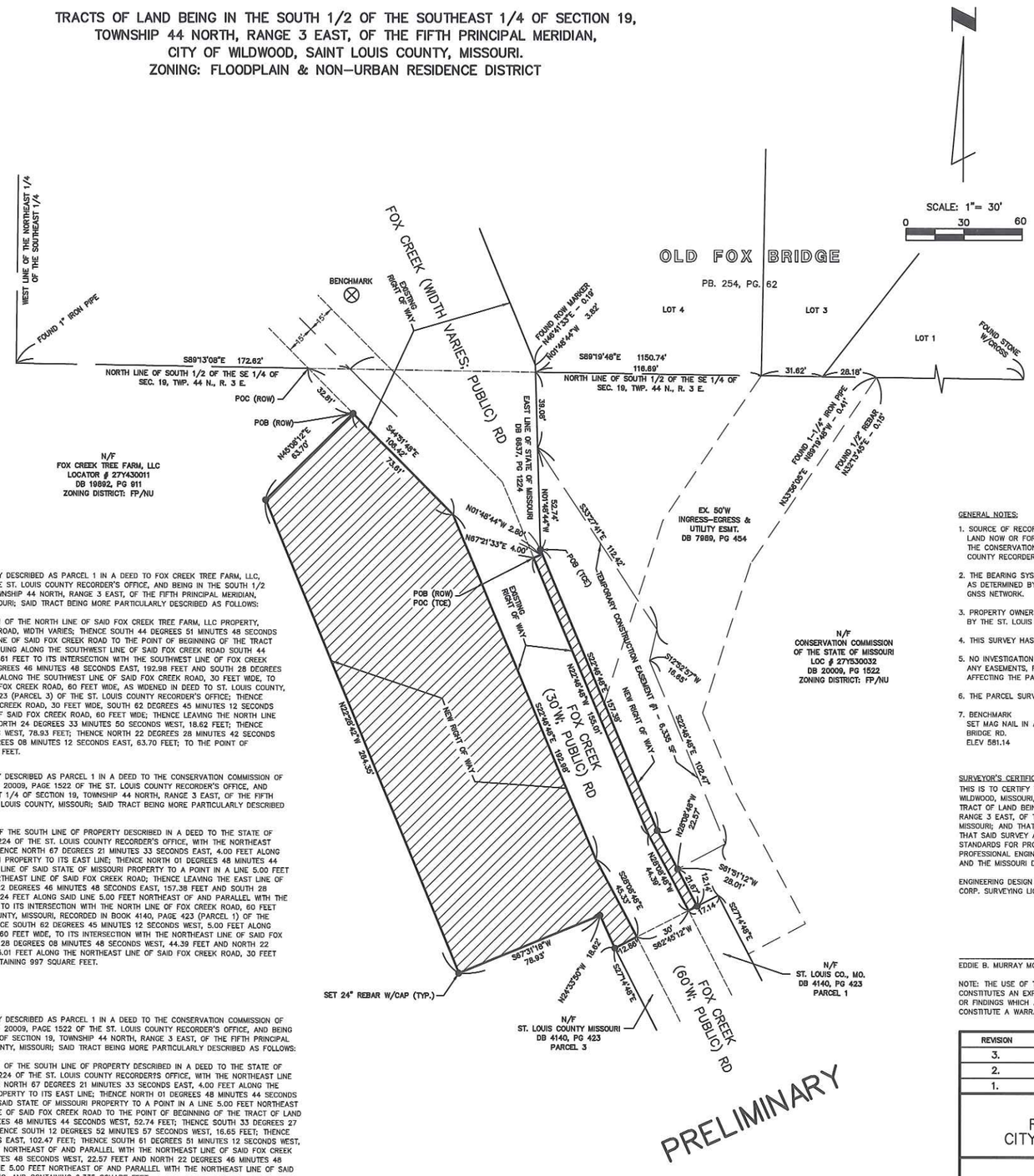
A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, RECORDED IN BOOK 20009, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF PROPERTY DESCRIBED IN A DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 6637, PAGE 1224 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, WITH THE NORTHEAST LINE OF FOX CREEK ROAD, 30 FEET WIDE, THENCE NORTH 67 DEGREES 21 MINUTES 33 SECONDS EAST, 4.00 FEET ALONG THE SOUTH LINE OF SAID STATE OF MISSOURI PROPERTY TO ITS EAST LINE; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 2.80 FEET ALONG THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; THENCE LEAVING THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY SOUTH 22 DEGREES 46 MINUTES 48 SECONDS EAST, 157.38 FEET AND SOUTH 28 DEGREES 08 MINUTES 48 SECONDS EAST, 44.24 FEET ALONG SAID LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; TO ITS INTERSECTION WITH THE NORTH LINE OF FOX CREEK ROAD, 60 FEET WIDE, AS WIDENED IN DEED TO ST. LOUIS COUNTY, MISSOURI, RECORDED IN BOOK 4140, PAGE 423 (PARCEL 1) OF THE ST. LOUIS COUNTY RECORDER'S OFFICE; THENCE SOUTH 62 DEGREES 45 MINUTES 12 SECONDS WEST, 5.00 FEET ALONG THE NORTH LINE OF SAID FOX CREEK ROAD, 60 FEET WIDE, TO ITS INTERSECTION WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE; THENCE NORTH 28 DEGREES 08 MINUTES 48 SECONDS WEST, 44.39 FEET AND NORTH 22 DEGREES 46 MINUTES 48 SECONDS WEST, 155.01 FEET ALONG THE NORTHEAST LINE OF SAID FOX CREEK ROAD, 30 FEET WIDE, TO THE POINT OF BEGINNING, AND CONTAINING 997 SQUARE FEET.

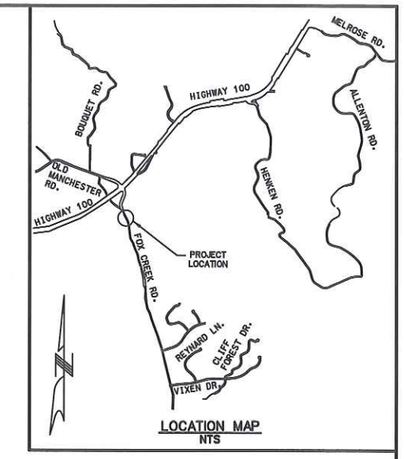
TEMPORARY CONSTRUCTION EASEMENT #1

A TRACT OF LAND BEING PART OF PROPERTY DESCRIBED AS PARCEL 1 IN A DEED TO THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, RECORDED IN BOOK 20009, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE, AND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF PROPERTY DESCRIBED IN A DEED TO THE STATE OF MISSOURI, RECORDED IN BOOK 6637, PAGE 1224 OF THE ST. LOUIS COUNTY RECORDER?S OFFICE, WITH THE NORTHEAST LINE OF FOX CREEK ROAD, 30 FEET WIDE, THENCE NORTH 67 DEGREES 21 MINUTES 33 SECONDS EAST, 4.00 FEET ALONG THE SOUTH LINE OF SAID STATE OF MISSOURI PROPERTY TO ITS EAST LINE; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 2.80 FEET ALONG THE EAST LINE OF SAID STATE OF MISSOURI PROPERTY TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE NORTH 01 DEGREES 48 MINUTES 44 SECONDS WEST, 52.74 FEET; THENCE SOUTH 33 DEGREES 27 MINUTES 41 SECONDS EAST, 112.42 FEET; THENCE SOUTH 12 DEGREES 52 MINUTES 57 SECONDS WEST, 16.65 FEET; THENCE SOUTH 22 DEGREES 46 MINUTES 48 SECONDS EAST, 102.47 FEET; THENCE SOUTH 61 DEGREES 51 MINUTES 12 SECONDS WEST, 28.01 FEET TO A POINT IN A LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD; THENCE NORTH 28 DEGREES 08 MINUTES 48 SECONDS WEST, 22.57 FEET AND NORTH 22 DEGREES 46 MINUTES 48 SECONDS WEST, 157.38 FEET ALONG SAID LINE 5.00 FEET NORTHEAST OF AND PARALLEL WITH THE NORTHEAST LINE OF SAID FOX CREEK ROAD TO THE POINT OF BEGINNING, AND CONTAINING 6,335 SQUARE FEET.



PRELIMINARY



LOCATION MAP
NTS

PLAT NOTES:

FOX CREEK TREE FARM, LLC.

1. EXISTING PROPERTY: 2,121,372 S.F. (48.70 AC)
2. FOX CREEK ROAD PROJECT TAKINGS AND EASEMENTS:
3. 23,807 S.F. (0.55 AC) NEW RIGHT–OF–WAY
4. TOTAL REMAINING: 2,097,565 S.F. (48.15 AC)

STATE OF MISSOURI

5. EXISTING PROPERTY: 2,348,577 S.F. (53.87 AC)
6. FOX CREEK ROAD PROJECT TAKINGS AND EASEMENTS:
7. 997 S.F. (0.02 AC) NEW RIGHT–OF–WAY
   6,335 S.F. (0.16 AC) TEMPORARY EASEMENT (SLOPE)
8. TOTAL REMAINING: 2,345,580 S.F. (53.82 AC)
9. THIS PLAT DEDICATION CONTAINS: 0.57 TOTAL ACRES

GENERAL NOTES:

1. SOURCE OF RECORD TITLE:
   LAND NOW OR FORMERLY OF FOX CREEK FARM, LLC., AS RECORDED IN BOOK 19892, PAGE 911 AND OF THE CONSERVATION COMMISSION OF THE STATE OF MISSOURI, BOOK 20009, PAGE 1522 OF THE ST. LOUIS COUNTY RECORDER'S OFFICE.
2. THE BEARING SYSTEM OF THIS SURVEY IS GRID NORTH, MISSOURI COORDINATE SYSTEM 1983, EAST ZONE, AS DETERMINED BY USING REAL TIME KINEMATIC (RTK) SURVEY METHODS FROM THE MODOT – VRS – GNSS NETWORK.
3. PROPERTY OWNERSHIPS AND RIGHT OF WAY LIMITS SHOWN HEREON ARE BASED ON INFORMATION FURNISHED BY THE ST. LOUIS COUNTY ASSESSOR'S AND RECORDER'S OFFICE.
4. THIS SURVEY HAS BEEN PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT.
5. NO INVESTIGATION HAS BEEN MADE BY ENGINEERING DESIGN SOURCE, INC. AS TO THE PRESENT STATUS OF ANY EASEMENTS, RESTRICTIONS, BUILDING AND/OR ZONING SET–BACK LINES OR RIGHTS–OF–WAY, IF ANY, AFFECTING THE PARCEL SURVEYED.
6. THE PARCEL SURVEYED IS A "URBAN" CLASS AREA.
7. BENCHMARK
   SET MAG NAIL IN ASPHALT PAVEMENT OF OLD FOX CREEK RD.; WEST OF FOX CREEK RD.; NORTH OF OLD FOX BRIDGE RD.
   ELEV 581.14

SURVEYOR'S CERTIFICATION

THIS IS TO CERTIFY THAT ENGINEERING DESIGN SOURCE, INC. IN JULY, 2015, BY ORDER OF THE CITY OF WILDWOOD, MISSOURI, HAS EXECUTED A BOUNDARY SURVEY AND PREPARED A DEDICATION PLAT OF A TRACT OF LAND BEING IN THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 44 NORTH, RANGE 3 EAST, OF THE FIFTH PRINCIPAL MERIDIAN, IN THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI; AND THAT THE RESULTS OF SAID SURVEY AND PLAT ARE CORRECTLY SHOWN HEREON AND THAT SAID SURVEY AND PLAT WAS EXECUTED IN ACCORDANCE WITH AND MEETS "THE MISSOURI MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS" ADOPTED BY THE MISSOURI BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, PROFESSIONAL LAND SURVEYORS AND PROFESSIONAL LANDSCAPE ARCHITECTS, AND THE MISSOURI DEPARTMENT OF AGRICULTURE.

ENGINEERING DESIGN SOURCE, INC.
CORP. SURVEYING LICENSE NO. 2002030547

_____ DATED: _____
EDDIE B. MURRAY MO. P.L.S. NO. 1973

NOTE: THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" HEREON ONLY CONSTITUTES AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OR FINDINGS WHICH ARE THE SUBJECT OF THE CERTIFICATION, AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EITHER EXPRESSED OR IMPLIED.

REVISION	DATE	DESCRIPTION
3.	01/07/16	CITY COMMENTS.
2.	08/27/15	CITY COMMENTS PER MARK–UP.
1.	08/10/15	CITY COMMENTS PER MARK–UP.

FOX CREEK ROAD
ROAD & EASEMENT DEDICATION PLAT
CITY OF WILDWOOD, ST. LOUIS COUNTY, MO.

EDSI
ENGINEERING DESIGN SOURCE, INC.
16141 SWINGLEY RIDGE RD., SUITE 300
CHESTERFIELD, MO. 63017
PH (636) 537-5585 FAX (636) 537-0275
MO CORP. SURVEYING LICENSE NO. 2002030547

Drawn J.B.H.
Checked E.B.M.
Date JULY 2015
Sheet No 1 of 1

BILL #2148 **ORDINANCE #2148**

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH COCHRAN ENGINEERING, INC. FOR ENGINEERING SERVICES FOR THE DEVELOPMENT OF A SALT STORAGE FACILITY TO BE LOCATED ADJACENT TO THE INTERSECTION OF MANCHESTER ROAD AND ST. ALBANS ROAD WITHIN THE CITY OF WILDWOOD (Ward 1)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI:

Section 1.

The Mayor of the City of Wildwood is hereby authorized to execute on behalf of the City of Wildwood a contract with Cochran Engineering, Inc. for engineering services for the development of a salt storage facility to be located adjacent to the intersection of Manchester Road and St. Albans Road within the City of Wildwood. A copy of the contract shall be substantially in this form attached hereto and incorporated herein.

Section 2.

The total expenses and liability of the City of Wildwood under the contract shall not exceed $26,500.00.

Section 3.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ____ day of _____, 20__, by the Council of the City of Wildwood, Missouri, after having been read by title or in full two times prior to passage.

_____	_____
PRESIDING OFFICER	TIMOTHY WOERTHER, MAYOR
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

WILDWOOD

MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: January 8, 2016

Re: Salt Storage Building Design Services

As you may recall, a recommendation to approve a contract with Cochran Engineering for design of the new salt storage facility was presented to the City Council at the November 23rd, 2015 Work Session. At that meeting, the Department referenced the fact that the Admin/Public Works Committee previously approved the contract with Cochran conditioned on the City receiving a letter of agreement from Mr. Tom Kelpe to donate the property necessary to construct the facility. Attached to this memo is the letter of agreement that was recently received from Mr. Kelpe.

It should be noted that Mr. Kelpe has generously offered to provide the necessary excavation for the project at no cost to the City. Additionally, Mr. Kelpe has offered to act as General Contractor/Construction Manager for the remaining work for a 3% fee. The Department will be further evaluating Mr. Kelpe's request to perform General Contractor/Construction Manager services as a separate contract for Professional Services. (If we decide to move forward in that regard, it would require a subsequent approval by the City Council.)

I will be available for any questions or comments at the January 11th, 2016 City Council meeting.

RCB

Agreement to Dedicate Land for the City of Wildwood Salt Dome

Mr. Ryan S. Thomas, P.E.
City Administrator
City of Wildwood
16860 Main Street
Wildwood, MO 63040

Dear Mr. Thomas,

This letter serves as confirmation of our offer for Wildwood Property, LLC (Thomas H. and Lisa S. Kelpe, members) to donate the land necessary for the construction of the salt dome. The said land to be donated is on the south line of our property located at 17955 Manchester Road adjacent to St. Albans Road in Wildwood. The new location is in the same area as the existing "temporary" bin that has been in place since approximately 1998. The agreement also includes permanent ingress and egress from the existing two entrances. The property would be an extension of the current St. Albans Road right of way to the north as necessary for construction.

Included with this is the agreement for Kelpe Contracting, Inc. to excavate as necessary for all structure and roadway work. The structure and all other related materials and work will be paid for by the City of Wildwood. Kelpe Contracting offers and prefers to General Contract/Construction Manage the remaining work for a 3% fee to ensure protection of and interest in our property.

Wildwood Property, LLC

Thomas H. Kelpe

Lisa S. Kelpe

Lisa S. Kelpe

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18th DAY OF December 2015
Nancy E. Fuszner
NOTARY PUBLIC

NANCY E. FUSZNER
MY COMMISSION EXPIRES
October 6, 2017
NOTARY SEAL
#13533649
FRANKLIN COUNTY
NOTARY PUBLIC, STATE OF MISSOURI

WILDWOOD

MEMORANDUM

To: Mayor Timothy Woerther and City Council Members

From: Rick C. Brown, Director of Public Works

Date: November 20, 2015

Re: Salt Storage Building Design Services

Background

In 2012, the Department contracted with Cochran Engineering to provide design services for a new salt storage facility building which was to be located on the Community Park property. Unfortunately, the bids that were received in February 2013 were too high and above the project budget. This led to the decision to cancel construction of the building on the Community Park property. After considering other suitable sites for the facility, the Department would like to proceed with the design of a new facility which would be located on and adjacent to the Kelpe property located on Manchester Road at St. Albans Road.

Recommendation

The Department is recommending approval of a fee proposal received from Cochran Engineering in the amount of $26,500 to design the facility and develop the necessary plans and specifications to bid the project.

Reasons for Recommendation

- Cochran Engineering previously completed the design of the salt storage building when planned for the Community Park property. For this reason, they are very familiar with the requirements of the project. Additionally, they will be able to utilize the previous design plans and specifications as the basis for the development of this project. While we could issue a new Request for Qualifications to interview and select a design consultant, the time necessary would delay the ultimate completion of the project. This delay may not allow us to design and construct the facility next year. In addition, a new consultant would not have the previous experience with the project requirements.
- Cochran's fee of $26,500 is reasonable in the opinion of Staff, considering the amount of services to be provided to complete the project. The total project budget, including design and construction is $450,000. Cochran's previous fee to design the facility was $35,000.

This recommendation was brought to the October 27th Admin/Public Works Committee meeting where it was approved conditioned on the City receiving a letter of agreement from Tom Kelpe to donate the necessary property to construct the facility. It should be noted that the Department has involved Mr. Kelpe in the planning and location of the salt facility. He is agreeable to its construction and with donating the necessary property. We are anticipating receiving the letter of agreement soon and it will be forwarded to Council prior to final approval on this contract.

I will be available for any questions or comments at the November 23rd, 2015 City Council Work Session.

RCB

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: _____ DATE: _____

THIS AGREEMENT, made and effective this _____ day of _____, 20_____, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Cochran Engineering, Inc., hereinafter referred to as "Consultant", with a business address of: 737 Rudder Road, Fenton, MO 63026.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:
Engineering Design Services for the development of a Salt Storage Facility, as described on Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Twenty Six Thousand, Five Hundred dollars ($26,500), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before February 1, 2016, shall be completed on or before June 1, 2016, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

.

4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be

deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination**. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney’s fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

ATTACHMENT B

Architecture
Civil Engineering
Land Surveying
Site Development

737 Rudder Road
St. Louis, Missouri 63026
Telephone: 314-842-4033
Fax: 314-842-5957
E-Mail: david@cochraneng.com

September 23, 2015

Mr. Ryan Thomas, P.E.
City Administrator
City of Wildwood
16860 Main Street
Wildwood, MO 63040

RE: Proposal –Engineering Design Services
Salt Storage Facility – Kelpe Property

Dear Mr. Thomas:

Thank you for giving Cochran the opportunity to submit this proposal to provide professional design services for the above referenced project. In accordance with our meeting two weeks ago, we offer the following professional services:

SCOPE OF SERVICES:

A. Architectural and Civil Design phase services will include:

1. Topographic survey covering sufficient area to develop detailed construction plans for the project.

2. Meetings with City staff as needed.

3. Preliminary Site Development and Grading Plan.

4. Create deed plat for transfer of property to City, and access easement.

5. Revisions to architectural drawings as follows:
   a. Coordinate drawings with structural revisions.
   b. Review Electrical drawing per new site layout.
   c. Modify specifications from pre-engineered structure to a conventionally framed one.
   d. Coordinate value engineering architectural details and design with City.

6. Structural drawings will be modified as follows:
   a. 10' high concrete foundation walls with spread footing.
   b. Conventional 2x6 stud wall framing.

c. Pre-engineered scissor trusses.

7. Estimate of construction cost.

8. Bid Package - a complete set of construction improvement plans, contract documents and technical specifications, including tabulation of bid quantities and current prevailing wage rates.

B. Bidding and Construction phase services will include:

1. Answer contractor's questions during bidding and issue addenda (if required).

2. Attend a preconstruction conference to discuss project details with the successful contractor.

3. Review shop drawings when submitted for compliance with the drawings and specifications.

SERVICES NOT INCLUDED:

1. Construction Administration/Inspection/Testing
2. Environmental reports
3. Construction Stakeout (Note: will be the responsibility of the Contractor)

OWNER'S RESPONSIBILITY:

1. The Owner shall give prompt and thorough consideration to all sketches, drawings, bid documents and other documents laid before him. Prompt decisions will be required if project is to proceed on schedule.
2. Advertisement and receipt of construction bids.
3. General day-to-day review of construction.

FEE:

1. The total amount of fee to be paid for the scope of services outlined in this proposal shall be a lump sum fee of **$26,500.00**.

PAYMENT:

1. An invoice for progress payments will be submitted monthly during the performance period of this contract for professional services rendered. It is agreed that monthly progress payments for fees earned under this agreement are due and payable within fifteen (15) days of submission of invoices. Any invoices remaining unpaid beyond fifteen (15) days will accrue interest at the rate of one and one-half (1½%) per month on the unpaid balance.

2. It is further understood that if the project is abandoned, or if any work being performed is suspended in whole or in part prior to the completion of any phase, payment will be due in direct proportion to the amount of work accomplished.
3. In addition, payment will be due for all reimbursable expenses incurred prior to receipt of written notice or such abandonment or suspension.

TIME OF PERFORMANCE:

We will make every effort to complete the project within the Owner's time frame and according to schedule. Cochran will not, however, be responsible for delays caused by events beyond our control.

TERMS AND CONDITIONS:

Attached to this proposal is a copy of the Cochran Standard Terms and Conditions. These terms and conditions shall apply to this proposal for professional services, which can also serve as a letter agreement. This document is enclosed for your review and reference.

GENERAL:

Cochran's reputation is based on understanding and meeting all the project objectives of our clients. We look forward to having an opportunity to demonstrate that responsiveness by providing timely and cost effective professional services.

If you would like to authorize Cochran to perform the professional services outlined in this proposal, please indicate your acceptance of the terms of this letter agreement by signing in the space provided below and returning one (1) copy for our contract files.

If you have any questions or changes regarding this proposal, please contact me at 314-842-4033. Thank you.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

Sincerely,

Dave Christensen, P.E.
Vice President

Acceptance:
City of Wildwood

By: _____

Title: _____

Date: _____

Attachments – Cochran Terms & Conditions

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: _____ Date: _____

Project: _____ Basic Compensation: $_____

Phase of Work (Describe)	% of Total	Progress Payment
Phase I:	_____%	$_____
Phase II:	_____%	$_____
Phase III:	_____%	$_____
Phase IV:	_____%	$_____
Phase V:	_____%	$_____

Total Basic Compensation: $_____

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

(d) Professional Liability

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state “The City of Wildwood is an additional insured.”

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

BILL NO. 2149 **ORDINANCE NO. 2149**

AN ORDINANCE DETERMINING THE COMPENSATION FOR THE OFFICE OF THE MAYOR AND AMENDING SECTION 110.040 OF THE MUNICIPAL CODE

WHEREAS, pursuant to Section 4.3 of the City Charter, the City Council shall determine the compensation of the Mayor by Ordinance, but no change in such compensation shall become effective for the office of Mayor until commencement of a new term of office; and

WHEREAS, a Public Hearing was held on January 11, 2016, providing an opportunity for public comment regarding the compensation for the Office of the Mayor.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One.

In accordance with Section 4.3 of the City Charter, compensation for the Office of the Mayor shall be Ten Thousand Dollars ($10,000.00) per year, payable in twelve (12) equal monthly payments, effective with the commencement of a new Mayoral term of office following passage and approval of this Ordinance. The last sentence of Section 110.040 of the Municipal Code shall be amended by deleting the existing sentence in its entirety and enacting in its place the following: "The Mayor shall take the oath of office presented by Statute and shall receive as compensation the sum of Ten Thousand Dollars ($10,000.00) per year payable in twelve (12) equal monthly payments."

Section Two.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ___ day of February, 2016, by the Council of the City of Wildwood, after having been read by title or in full two times prior to passage.

_____	_____
PRESIDING OFFICER	Timothy Woerther, Mayor
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

BILL NO. 2150 **ORDINANCE NO. 2150**

AN ORDINANCE DETERMINING THE COMPENSATION FOR CITY COUNCIL MEMBERS AND AMENDING SECTION 110.110 OF THE MUNICIPAL CODE

WHEREAS, pursuant to Section 3.3 of the City Charter, the City Council shall determine the compensation of the City Council Members by Ordinance, but no change in such compensation shall become effective for the office of City Council until commencement of a new term of office; and

WHEREAS, a Public Hearing was held on January 11, 2016, providing an opportunity for public comment regarding the compensation for Council Members.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One.

In accordance with Section 3.3 of the City Charter, compensation for City Council Members shall be Two Hundred Dollars ($200.00) for each regular City Council Meeting attended, payable monthly, effective with the commencement of a new term of office for each Council seat, following passage and approval of this Ordinance. Section 110.110 of the Municipal Code is hereby amended by deleting the existing Section in its entirety and enacting in its place the following:

SECTION 110.110: OATH – COMPENSATION

Each Council Member of the City Council shall take the oath of office presented by Statute and shall receive as compensation payable on a monthly basis the sum of Two Hundred Dollars ($200.00) for each regular City Council meeting attended.

Section Two.

This Ordinance shall be in full force and effect from and after its passage and approval.

This Bill was passed and approved this ___ day of February, 2016, by the Council of the City of Wildwood, after having been read by title or in full two times prior to passage.

_____	_____
PRESIDING OFFICER	Timothy Woerther, Mayor
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

BILL #2151 **ORDINANCE #2151**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH GERSHENSON CONSTRUCTION FOR THE DEVELOPMENT OF PHASE TWO OF THE COMMUNITY PARK PROJECT, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, WHICH INCLUDES THE BASE PROPOSAL AND THE SINGLE ADD ALTERNATE (#1), IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. (Ward One)

WHEREAS, the City of Wildwood acquired an approximately sixty-six (66) acre tract of land in 2009 for its future community park, which is located near the intersection of State Route 109 and State Route 100; and

WHEREAS, before beginning any planning, design, or engineering work in conjunction with this property, the City Council endorsed a public input effort for the development of a ***Concept Plan*** for this large property, so as residents would be able to provide first-hand input into its future components; and

WHEREAS, this public engagement process was led by a group of volunteer residents and an outside consultant engaged by the City and took approximately one (1) year to complete and present to the community at-large for additional and then final comments upon its recommended components;

WHEREAS, the Planning and Zoning Commission adopted the ***Concept Plan*** and forwarded it to the City Council, which, after a public hearing, endorsed and ratified it as well; and

WHEREAS, with the ***Concept Plan*** completed, which indicated the development of this overall facility in phases, the Planning/Economic Development/Parks Committee began the next step in this process of engaging a firm to complete the engineering drawings and bid specifications for Phase Two of the park, which included the extension of the internal park roadway from its current terminus in Phase One, a trail, and site work within the Great Meadow Area; and

WHEREAS, Oates Associates was chosen for this work and began the development of the needed information, which led to a bidding process near the end of 2015; and

WHEREAS, the bidding process led to the submittal of five (5) bids by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

WHEREAS, one (1) of these bids was from **Gershenson Construction**, whose base bid was the lowest that had submitted for this project and, when Add Alternate #1 was included, it remained the low bidder for the overall Phase Two project - $405,535.00; and

WHEREAS, the Committee reviewed the bids, as well as the add alternate item [the inclusion of a multiple-use trail along a portion of the roadway], and noted the recommended and included add alternate appeared to be reasonable to be included within this project; and

WHEREAS, the Committee agreed with the inclusion of this alternate and noted the general contracting component was within the defined budget and would finally allow for the project to proceed to construction; and

WHEREAS, the Committee supported **Gershenson Construction** to complete this park improvement, at a total contract amount of $405,535.00, with the inclusion of a five (5) percent

contingency amount, again the sum within the scope of funding that had been set aside in the 2016 Capital Improvements Program for this effort at the end of 2015; and

WHEREAS, this amount does not include the water line relocation, given the size of the main can only be completed by Missouri American Water Company, nor the preparation of the Great Meadow Area, which was identified in the grant application to the St. Louis County Municipal Park Grant Commission, which was awarded to Wildwood the week of January 11, 2016; and

WHEREAS, these costs are expected to add an additional one hundred seventy-five thousand dollars ($175,000.00) of charges to the Phase Two project, but still approximately one hundred thousand dollars ($100,000.00) less than budgeted, when approved by City Council at the end of 2015 for Fiscal Year 2016; and

WHEREAS, it is the City's intent to open this park improvement to public use in 2016, so all can enjoy the beauty and recreational features it has to offer, via a new access point from State Route 109.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes and directs the Mayor of the City of Wildwood, Missouri to enter into a contract with **Gershenson Construction** to construct Phase Two of the community park project, per the components set forth in the attached description of the City's standard Professional Services Contract.

Section Two. This contract is authorized and approved on a not-to-exceed basis at a total amount of four hundred twenty-five thousand eight hundred eleven dollars and seventy-five cents ($425,811.75) and shall be completed no later than July 9, 2016.

Section Three. This ordinance shall be in full force and effect after its approval and passage by the City Council and signing by the Mayor of the City of Wildwood. Missouri.

THIS BILL WAS PASSED AND APPROVED THIS ___ DAY OF _____, 2016 BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AFTER HAVING BEEN READ BY TITLE, OR IN ITS ENTIRETY, TWO (2) TIMES PRIOR TO ITS PASSAGE.

Presiding Officer	**Timothy Woerther, Mayor**
ATTEST:	
City Clerk	**City Clerk**

WILDWOOD

Project Manual

Community Park – Phase Two
Connector Roadway

Bid Opening: December 8, 2015

10:00 AM CST

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Prevailing Wage Determination

INVITATION FOR BIDS

Sealed bids for **BLUFF VIEW TRAIL SITE IMPROVEMENTS** will be received by the City of Wildwood, Department of Planning and Parks, 16860 Main Street, Wildwood, Missouri, 63040, until **10:30 A.M., CST,** on **THURSDAY, DECEMBER 3, 2015,** in the Community Room, at which time the bids will be publicly opened and read aloud. The 10:30 A.M. CST cutoff time for acceptance of sealed bid documents is determined by the Department of Planning and Parks, not that of the bidder.

The Scope of Work includes; **Crushed Aggregate Trail (2,050 lf, 4' wide), associated Clearing, Earthwork, Grading, Storm Drainage Culverts, Boulder Retaining Walls Seeding/Mulching, and Misc. Site Furnishings.**

Bid packages are available starting NOVEMBER 10, 2014, after 8:00 A.M., CST, from *terraspec*, located at 5030 Griffin Road, St. Louis, MO 63128, upon payment of a non-refundable fee of $40 per set. *Checks made payable to "terraspec"*

Not less than the prevailing hourly rate of wages shall be paid to all workmen performing under this contract in this area according to the rates determined by the Department of Labor and Industrial Relations of the State of Missouri.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

The City of Wildwood shall award any contract based on the proposal that, in its sole discretion, best meets the interests and requirements of the City. The City of Wildwood reserves the right in its sole discretion to reject any and all proposals, to waive technicalities or deficiencies in any or all the proposals, to negotiate with any or all bidders or others for other or more favorable terms or prices, and/or to award the contract to other than the bidder submitting the lowest cost proposal, with or without negotiation.

This project is tax exempt. A tax exemption letter will be made available to the successful bidder upon request.

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal of _____, State of _____and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Wildwood, Missouri, hereinafter called the "City," in the penal sum of _____Dollars ($ ___) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated , entered into a Contract with the City for the construction of the work designated as_____ located at _____in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 20____,

In the presence of : _____ (SEAL)

_____ By:_____

_____ (SEAL)

_____ By:_____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

ARTICLE I

CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract documents consists of the City-Contractor Agreement, General Conditions of the City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contact. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

1.1.2 The Contract. The Contract documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice form the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of six (6) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project. At the conclusion of the job, the Contractor shall submit 1 set of mark ups for as builts.

ARTICLE II

CITY

2.1 DEFINITION

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE III

CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative. The Contractor shall not subcontract except as defined by Sec. 108.1 of the Standard Specifications.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. §290.210 through 290.340 (1994), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workmen performing Work under the Contract.

2. In accordance with MO.Rev.Stat. §290.250 (1994), the Contractor shall forfeit as a penalty to the City ten dollars ($10.00) for each workman employed for each calendar day, or portion thereof, such workman is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. §290.265 (1994), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed on the Work.

Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. §290.290 (1994), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. No payment shall be made unless and until this affidavit is filled in proper form and order.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

3.5 PERMITS, FEES AND NOTICES

3.5.1 The Contractor shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the Work.

3.5.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

3.6 SUPERINTENDENT

3.6.1 The Contractor shall employ a competent superintendent and necessary assistants who "shall be in attendance" on the project site at all times during the progress of all work for the duration of the total project. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the work and to ensure that all work is being completed in accordance with the plans and specifications. He is also to relay any conflicts or discrepancies that arise to the City's representative for resolution or interpretation. The name of the person selected as superintendent and his qualifications shall be submitted at the time of bids and shall be approved in writing by the City. The superintendent shall not be changed except with the written consent or at the request of the City. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.7.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a Contract with the Contractor.

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.8.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the Work. The Contractor shall also maintain on the project site a survey level, legs, and rod at all times, which are deemed adequate by the project engineer.

3.9 CLEANING UP

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 In conjunction with Sec. 106.5, of the City of Wildwood Standard Specifications, the Contractor is responsible for securing his own project storage site which shall not be located on City Right-of-Way without prior written consent of the Director of Public Works. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broomclean" or its equivalent, on a weekly basis except as otherwise specified. This includes "wash out" areas as approved.

3.10 INDEMNIFICATION

3.10.1 The Contractor shall indemnify and hold harmless the City and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting in any way, directly or indirectly, from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom unless such claims, damages or losses are caused solely by the negligent act of the City.

3.10.2 In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.11 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

ARTICLE IV

SUBCONTRACTORS

4.1 DEFINITION

4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval form, along with other required Bid documents to the City. Contractor shall complete and submit a Supplemental Subcontractor Approval form to the City in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the City.

4.2.2 Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder pursuant to Subparagraph 4.3.1 above. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity with no adjustment in his bid price.

4.2.3 Contractor shall at all times during the term of the Contract be in compliance with Sec. 108.1 of the Standard Specifications and shall not subcontract more than forty nine percent (49%) of the total Contract cost.

4.2.4 The City reserves the right to reject a Subcontractor, if in the City's sole discretion, delays may result in the performance of Work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the City of any additional work which a Subcontractor accrues throughout the duration of the project. This shall include work for the City under a different Contract, or any other person on entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the City retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the City.

4.2.5 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design), for proposed proportions of the Work designated in the Contract Documents or in the Instruction to

Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.6 If the City requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.7 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the City prior to the Contract Award, unless the substitution is accepted by the City in writing prior to such substitution.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor (and where appropriate between Subcontractors and Sub-subcontractors) which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;

2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;

3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor or Sub-subcontractor where appropriate) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;

4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under Paragraph 10.2;

5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and

6. require the Subcontractor (and the Sub-subcontractor to indemnify and hold harmless the City against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments to his Subcontractors.
4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE V

SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves he right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.1.2 During construction, it may become necessary to increase the amount of excavation or to utilize a soil stabilization process if unsuitable subgrade conditions are found. The Contractor shall immediately contact the Superintendent of Streets if this condition occurs. The Superintendent of Streets and the Contractor shall agree upon the existence of unsuitable subgrade, the depth in which to remove the unsuitable soil, and the extent of the problem area prior to any additional work. No payment will be made for any area which undergoes additional excavation which is not indicated in the above scope of work and has not been approved by the Superintendent of Streets prior to the excavation. All additional excavation which becomes necessary shall be paid at the unit bid price for "Excavation." The City reserves the right to contract with a separate contractor for the use of a soil stabilization process. No direct payment will be made for delays incurred due to this process and the Contractor's only compensation will be the allotment of additional days for the delay. The number of days shall be from the time the Contractor initially notifies the City of an unsuitable subgrade condition and until two days after the completion of the soil stabilization process.

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor so to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court or arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.10, the City may clean up and charge the cost thereof to the several contractors.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

6.1.1 The Contract shall be governed by the laws of the State of Missouri.

6.2 SUCCESSORS AND ASSIGNS

6.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

6.3 NOTICES

6.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

6.4 RIGHTS AND REMEDIES

6.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

6.5 ROYALTIES AND PATENTS

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

6.6 TESTS

6.6.1 The Contractor shall bear all costs of any inspections, tests, or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

6.6.2 The City will provide special inspection and testing services to verify the work is performed in accordance with the Contract. The City will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the City forty-eight hours prior to the time the Contractor will be ready for specific tests required by the City. If such special inspection or testing reveals failure of the Work to comply (1) with the requirements of the Contract Documents, or (2) with respect to the performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted then or thereafter due Contractor. In all other cases, the City shall bear such costs.

6.8 PAYMENT AND PERFORMANCE BOND

6.8.1 The Contractor shall furnish the payment and performance bond required in the Instructions to Bidders.

ARTICLE VII

TIME

7.1 DEFINITIONS

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said work shall include all punchlist items deemed necessary by the City, exclusive of MSD-generated punchlist items. The date of completion of the Contract shall be the date when all work including City punchlist items have been approved in writing by the City.

7.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

7.1.3 The term "day" as used in the Contract Documents shall mean calendar day.

7.2 PROGRESS AND COMPLETION

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

ARTICLE VIII

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

8.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

8.2 APPLICATION FOR PAYMENT

8.2.1 By 12:00 P.M. on or before the tenth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the City may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

8.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

8.3. PAYMENT

8.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion of such payment.

8.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

8.4 COMPLETION AND FINAL PAYMENT

8.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

8.4.3 The final payment shall not become due until the Contractor submits to the City (1) an Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the surety, if applicable, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as

amended by MO.Rev. Stat. 1994, and (4) if required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any liability relating to such Subcontractor. If any such claimed liability remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such claimed liability, including all costs and reasonable attorneys' fees.

8.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE IX

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

9.1.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with the performance of the Work.

9.2 SAFETY OF PERSONS AND PROPERTY

9.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. all employees on the Work and all other persons who may be affected thereby;

2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and

3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the City deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The City will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

9.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The City shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim form. A copy of the Damage Claim form shall be submitted by the City to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim form from the city. If the City shall have a legitimate basis for believing that such claim is valid, the City shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the City has been provided with evidence that the Contractor has made restitution to the complainant.

9.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE X

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

10.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

10.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11.

10.1.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. Certificate of Insurance must state: "The City of is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the City.

10.2 PROPERTY INSURANCE

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

10.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work. Certificates of Insurance must state on the certificate: "The City of is an additional insured." These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the City.

10.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

10.2.5 The City and Contractor waiver all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors in accordance with Subparagraph 4.3.1.

ARTICLE XI

CHANGES IN THE WORK

11.1 CHANGE ORDERS

11.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

11.1.2 A Change order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

11.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

11.2 CLAIMS FOR ADDITIONAL COST

11.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

11.3 MINOR CHANGES IN THE WORK

11.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by written Field Order or by other written order. Such

changes shall be binding on the City and the Contractor.

ARTICLE XII

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

12.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

12.2 CORRECTION OF WORK

12.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

12.2.2 If, within one year after the Date of substantial completion or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

12.2.3 All such defective or non-conforming Work under Subparagraphs 12.2.1 and 12.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

12.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

12.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3.

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

12.3.1 If the City prefers to accept defective or non-conforming Work, he may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract Sum or, if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE XIII

SPECIAL PROVISIONS

13.1 OVERTIME

13.1.1 In order to provide sufficient control of work, the Contractor shall be required to inform the City of Wildwood of schedules overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work. If the Contractor fails to appear on a scheduled overtime period, the City shall deduct the cost for the City's assigned personnel from the Contract Sum for the time period scheduled.

CITY HOLIDAYS

There are eleven (11) holidays. They are:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

13.2 PRECONSTRUCTION CONFERENCE

13.2.1 A preconstruction conference may be held prior to the issuance of a notice to proceed with the Work. This meeting will be attended by the Contractor, the City of Wildwood, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

13.3 SEQUENCE OF WORK

13.3.1 A schedule of the Contractor's work shall be submitted to the City for approval as required under Article V of the Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

13.3.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval prior to the time of the preconstruction conference. The City shall have the right to specify the order of construction as deemed necessary.

13.3.3 All pavement shall be placed back within 24 hours of removal.

13.4 CONSTRUCTION LIMITS

13.4.1 The construction limits consist of the public streets rights-of-way and acquired easement areas.

The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

13.5 TESTING

13.5.1 Materials Testing and Inspection Service: The City may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations.

ARTICLE XIV

CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

14.1 TRAINING

14.1.1 CONTRACTOR shall provide a ten hour Occupational Safety and Health Administration (OSHA) construction safety program for its employees working onsite on the project. The program shall include a course in construction safety and health approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program. All employees working on the project are required to complete the program within sixty (60) days of beginning work on the construction project.

14.1.2 Any employee found on the worksite subject to this section without documentation of the successful completion of the course required under subsection 14.1.1 shall be afforded 20 days to produce such documentation before being subject to removal from the project.

14.1.3 CONTRACTOR shall require all onsite employees of any subcontractors to complete the ten-hour training program required under subsection 14.1.1.

14.1.4 Pursuant to Sec. 272.675 RSMo., CONTRACTOR shall forfeit as a penalty to the CITY $2,500.00 plus $100.00 for each employee employed by CONTRACTOR or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time periods in subsections 14.1.1 and 14.1.2 have elapsed. CITY shall withhold and retain from the amount due CONTRACTOR under this contract, all sums and amounts due and owing CITY as a result of any violation of this section.

RETURN WITH BID

ARTICLE 10

BID FORM PROPOSAL

BID TIME 10:00 am

BID DATE 12/8/15

TO: THE CITY OF WILDWOOD

The bidder declares that he has had an opportunity to examine the site of the work and he has examined the contract documents therefore, and that he has prepared his proposal upon the basis thereof, Edward Gershenson, having carefully examined the site and having read and understood all the Contract Documents, adding Addenda 1 through 1, for the

WILDWOOD COMMUNITY PARK – PHASE 2 (POND GROVER LOOP ROAD EXTENSION)

and being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents or the following itemized bid.

(Signature) _____

(Print Name) Edward N. Gershenson
President

(Company Name) Gershenson Construction Co., Inc.

(Address) 2 Truitt Dr.
Eureka, MO 63025

(Telephone Number) 636.938.9595

(Fax Number) 636.938.9501

RETURN WITH BID

ITEMIZED BID FORM – GENERAL CONTRACT

BASE BID

CITY OF WILDWOOD, MISSOURI

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	EARTHWORK	L SUM	1	51,800.00	51,800.00
2	TREE / BRUSH CLEARING *	L SUM	1	9,900.00	9,900.00
3	SEEDING	L SUM	1	4,800.00	4,800.00
4	SOD	L SUM	1	13,000.00	13,000.00
5	INLET AND PIPE PROTECTION	L SUM	1	250.00	250.00
6	END SECTIONS, 15"; COST TO RESET PIPE	L SUM	1	2,300.00	2,300.00
7	PIPE CULVERTS, 18"	L SUM	1	950.00	950.00
8	END SECTIONS, 18"	L SUM	1	2,250.00	2,250.00
9	PIPE CULVERTS, 24"	L SUM	1	5,625.00	5,625.00
10	END SECTIONS, 24"	L SUM	1	1,850.00	1,850.00
11	PIPE CULVERTS, 30"; COST TO RESET PIPE	L SUM	1	1,500.00	1,500.00
12	END SECTIONS, 30"	L SUM	1	2,100.00	2,100.00
13	12" RCP STORM SEWER	L SUM	1	3,000.00	3,000.00
14	STRUCTURES	L SUM	1	8,800.00	8,800.00
15	PROCESSING LIME MODIFIED SOIL, 12"	L SUM	1	35,700.00	35,700.00
16	AGGREGATE BASE COURSE, 6"	L SUM	1	41,000.00	41,000.00
17	HMA PAVEMENT, 6"-THICK ROAD	L SUM	1	124,000.00	124,000.00
18	MILL & OVERLAY	L SUM	1	8,000.00	8,000.00
19	6' HMA WIDENING	L SUM	1	1,600.00	1,600.00
20	PARKING BLOCKS	L SUM	1	1,200.00	1,200.00
21	PVMT MARKING & SIGNAGE	L SUM	1	2,160.00	2,160.00
22	MSD - 5 ROCK BLANKET	L SUM	1	2,300.00	2,300.00
23	MSD - 7 WEATHERED LIMESTONE REVETMENT	L SUM	1	1,600.00	1,600.00
24	EROSION CONTROL	L SUM	1	10,500.00	10,500.00
25	GATE ADJUSTMENT	L SUM	1	2,300.00	2,300.00
26	REMOVE STOP SIGNS	L SUM	1	450.00	450.00
27	REMOVE STRUCTURE AND PIPE	L SUM	1	550.00	550.00
28	TREE PROTECTION LAYOUT	L SUM	1	550.00	550.00
29	MOBILIZATION	L SUM	1	24,500.00	24,500.00
30	GENERAL CONDITIONS AND MISCELLANEOUS CONSTRUCTION ITEMS	L SUM	1	14,000.00	14,000.00
				TOTAL BASE BID	378,535.00

EG

*Per Missouri American Water, the TREE/ BRUSH CLEARING of the water main easement will be the responsibility of the general contractor. The limits are shown on the removal and erosion control sheet.

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

RETURN WITH BID

ITEMIZED BID FORM – GENERAL CONTRACT

ALTERNATE BID – MULTI-USE PATH

CITY OF WILDWOOD, MISSOURI

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Alt 1	PROCESSING LIME MODIFIED SOIL, 12"	L SUM	1	4,000.00	4,000.00
Alt 2	AGGREGATE BASE COURSE, 6"	L SUM	1	8,600.00	8,600.00
Alt 3	HMA PAVEMENT, 3"-THICK TRAIL	L SUM	1	11,500.00	11,500.00
Alt 4	CONCRETE CURB RAMPS	L SUM	1	1,600.00	1,600.00
Alt 5	SHARE THE ROAD SIGN	L SUM	1	1,300.00	1,300.00
				TOTAL ALTERNATE BID	27,000.00

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

UNIT COST

CITY OF WILDWOOD, MISSOURI

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE
1	ROCK EXCAVATION	CU YD	50	7,500.00

Note:
A quantity for ROCK EXCAVATION is included in order to establish a unit cost for work which may be required to construct this section. The actual quantity shall be determined by the engineer in the field.

Determination of the low bidder will consider the BASE BID, ALTERNATE BID, and UNIT COST.

ROCK EXCAVATION shall be according to Saint Louis County Standard Specifications for Road and Bridge Construction Section 203.

By Edward N. Gershenson
President
Title

Gershenson Construction Co.
Contractor

RETURN WITH BID

SUBCONTRACTOR UTILIZATION FORM

This report must accompany and be part of the sealed bid proposal.

1. Name of Bidder: Gershenson Construction Co., Inc.

2. Address Bidder: 2 Truitt Dr. Eureka, MO 63025 636.938.9595

City State Zip Phone

3. The above-named bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	$ Value of Subcontractor
Sollenrick Grading	Earthwork	$ 38,000.00
D+S Fence	Fencing	$ 5,000.00
Schaefer Meyer Seed+Sod	Landscaping	$ 20,000.00
Budrovich Excavating	Lime Soil	$ 30,000.00

EG

A. Total of Above $ 93,000.00

B. Total Bid Amount $ 378,535.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 24 %

The General Contractor shall perform 51% of the contract with his own company.

Edward N. Gershenson
President

Name-Authorized Officer of Bidder

Signature-Office Bidder

12/8/15

Date

RETURN WITH BID

The City of Wildwood, Missouri reserves the right, before any award of the Contract is made, to require of any bidder to whom it may make an award of the Contract, a non-collusion affidavit in the form designated below:

NON-COLLUSION AFFIDAVIT

STATE OF Missouri,

COUNTY OF St. Louis,

Edward Gershenson being first duly sworn, deposes and says that he is Pres. *(sole owner, partner, president, secretary, etc.) of Gershenson Construction the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder had not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or any one else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with any one to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or any one interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder had not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: Edward N. Gershenson

President

(Title)

Subscribed and sworn to before me this 8th day of December, 2015.

Seal of Notary

Notary Public

PENNY JO STEWART
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 7, 2018
Commission # 14530163

INSTRUCTIONS FOR EXECUTING CONTRACT

RETURN WITH BID

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a corporation, the following certificate shall be executed:

I, certify that I am the secretary of the corporation named as Contractor herein above, that who signed the foregoing Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate there may be attached to the contract copies of as much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner, there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers") authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and the Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the Bidder with whom the City contemplates entering into a Contract) by some officer or agent of the City duly authorized to give such notice.

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gershenson Construction Co., Inc.
#2 Truitt Drive
Eureka, MO 63025

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
(860) 277-0111

OWNER:
(Name, legal status and address)
City of Wildwood
183 Plaza Drive
Wildwood, MO 63040
BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Wildwood Community Park Phase 2
(Name, location or address, and Project number, if any)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of December, 2015

Gershenson Construction Co., Inc.
(Principal) *(Seal)*

(Witness)

Edward N. Gershenson
President
(Title)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Witness)

(Title) **Susan M. Stefanski, Attorney-in-Fact**

By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

December 3, 2015

ADDENDUM NO. #1
City of Wildwood
Wildwood Community Park – Phase 2
(Pond Grover Loop Road Extension)

This addendum forms a part of the bidding and contract documents and modifies the bidding documents. Acknowledge receipt of this addendum in space provided on Bid Form. FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.

Questions Submitted:

Q1) Will testing such as rock, soils, asphalt be performed by the Owner? The plans/ specs do not state either.

A1) *The general contractor will perform all material testing. For example, Article 3.20.B in the 31200 - EARTH MOVING specification states, "Testing Agency: General Contractor will engage a qualified geotechnical engineering testing representative to perform tests and inspections…". The ASPHALT PAVING and CONCRETE PAVING specifications include similar provisions.*

Q2) Will the City be paying for the MSD and St. Louis County Permits? If not, what are the costs for these?

A2) *The general contractor will coordinate permit applications with respective permitting agencies, but the City will pay for permit fees.*

Q3) There is no pay item for the erosion control blanket (in the "Itemized Bid Form"). Is the Bidder supposed to include that under the seeding?

A3) *No, please include the cost for erosion control blanket operations in Item 24 – Erosion Control.*

Q4) The cross sections for station 20+50 and 21+00 show substantial fills. However, there is no existing contour line to verify it. Please confirm or revise the profiles.

A4) *Fills will be required at Station 20+50 & 21+00. The profiles and cross sections are based on as-built survey information. However, the existing ground line was missing from the cross section at Station 20+50, so a revised cross section sheet 15 is included with this addendum to correct the issue.*

The engineer's earthwork calculations are attached for the convenience of the bidder. The City makes no warranty to their accuracy and the bidder should perform their own take-offs and make their own field observations prior to submitting a bid.

Q5) What is the estimated construction cost of the project?

A5) *The estimate of probable construction cost is about $550,000 including contingencies.*

Drawings:

1. **REPLACE** sheet 15 with the attached revised cross section sheet. The existing ground line was added to the cross section at Station 20+50.

Addendum #1 consists of 2 pages of text and the following attachments:

Sheet 15 – Cross Sections.pdf
Earthwork – to bid.pdf

RETURN ONE SIGNED COPY TOGETHER WITH YOUR PROPOSAL

Addendum No. 1 is hereby acknowledged.

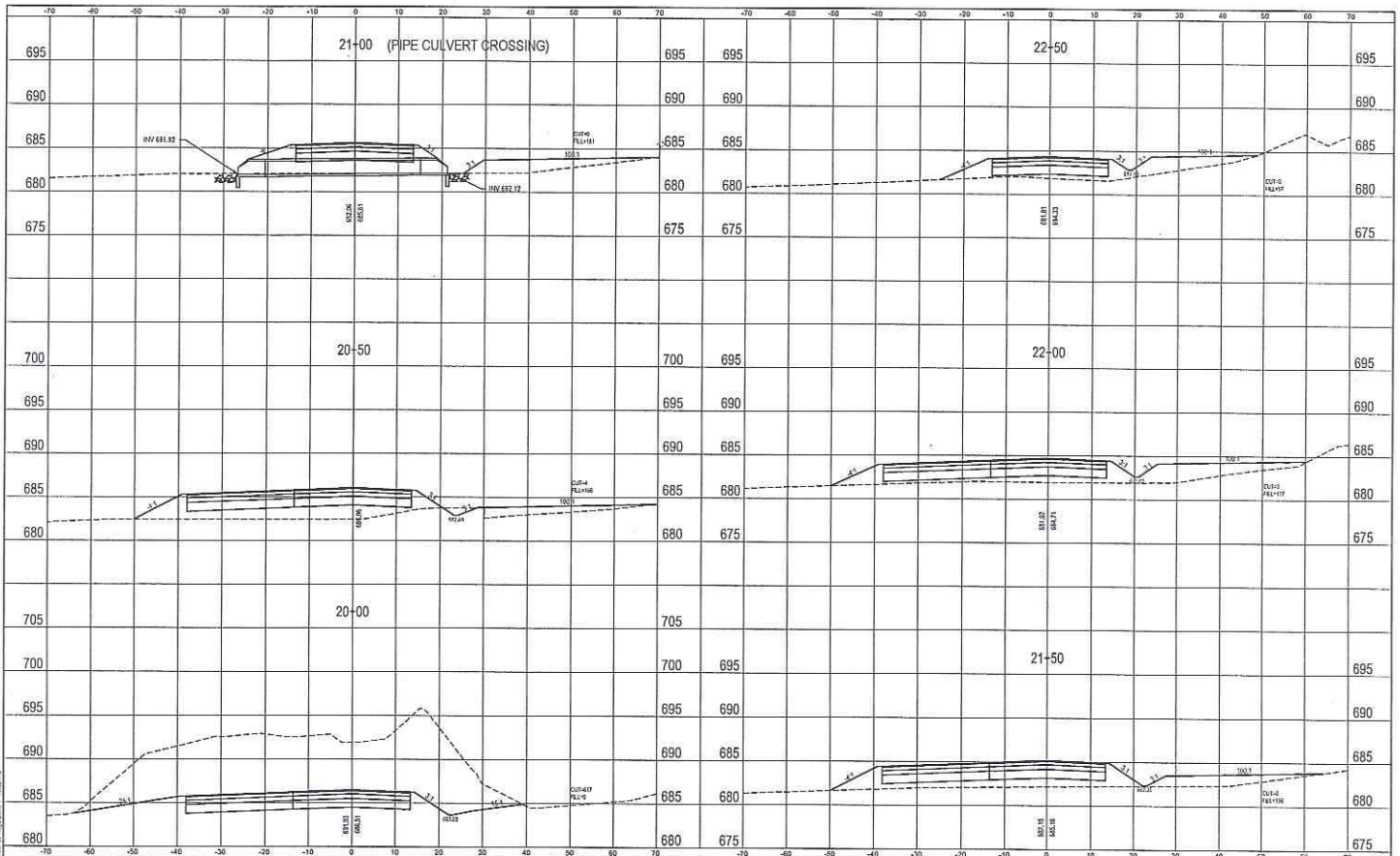
Name of Bidder: Gershenson Construction Co.

By: _____ Title: Edward N. Gershenson President

Address: #2 Truitt Dr., Eureka, MO 63025

Telephone: 636.938.9595 Date: 12/8/15

20200100 - EARTH EXCAVATION							SHRINKAGE FACTOR =	15%
ALIGNMENT								
STATION	END AREA (SQ. FT.)		DIST.	SUM OF END AREAS (SQ. FT.)		SEC. VOLUMES (CU. YD.)		EARTH EX ADJUST FOR SHRINKAGE (CU. YD.)	EARTHWORK BALANCE WASTE (+) OR SHORTAGE (-) (CU YD)
	CUT	FILL	(FT)	CUT	FILL	CUT	FILL		
15+00.00	0	0							
15+50.00	10	46	50	10	46	9	43	7.87	-34.7
16+00.00	54	28	50	64	74	59	69	50.37	-18.1
16+24.00	80	45	24	134	73	60	32	50.62	18.2
16+50.00	104	22	26	184	67	89	32	75.30	43.0
17+00.00	93	28	50	197	50	182	46	155.05	108.8
17+50.00	116	9	50	209	37	194	34	164.49	130.2
17+90.00	99	4	40	215	13	159	10	135.37	125.7
18+00.00	99	9	10	198	13	37	2	31.17	28.8
18+50.00	149	9	50	248	18	230	17	195.19	178.5
19+00.00	202	17	50	351	26	325	24	276.25	252.2
19+50.00	446	0	50	648	17	600	16	510.00	494.3
20+00.00	617	0	50	1063	0	984	0	836.62	836.6
20+50.00	4	166	50	621	166	575	154	488.75	335.0
21+00.00	0	161	50	4	327	4	303	3.15	-299.6
21+50.00	0	156	50	0	317	0	294	0.00	-293.5
22+00.00	0	157	50	0	313	0	290	0.00	-289.8
22+50.00	0	97	50	0	254	0	235	0.00	-235.2
23+00.00	0	83	50	0	180	0	167	0.00	-166.7
23+50.00	0	110	50	0	193	0	179	0.00	-178.7
24+00.00	1	192	50	1	302	1	280	0.79	-278.8
24+50.00	0	272	50	1	464	1	430	0.79	-428.8
25+00.00	3	263	50	3	535	3	495	2.36	-493.0
25+50.00	14	160	50	17	423	16	392	13.38	-378.3
26+00.00	90	18	50	104	178	96	165	81.85	-83.0
26+50.00	134	4	50	224	22	207	20	176.30	155.9
27+00.00	250	0	50	384	4	356	4	302.22	298.5
27+50.00	170	0	50	420	0	389	0	330.56	330.6
28+00.00	10	77	50	180	77	167	71	141.67	70.4
28+50.00	0	709	50	10	786	9	728	7.87	-719.9
29+00.00	8	507	50	8	1216	7	1126	6.30	-1119.6
29+50.00	3	206	50	11	713	10	660	8.66	-651.5
30+00.00	15	3	50	18	209	17	194	14.17	-179.4
30+50.00	193	0	50	208	3	193	3	163.70	160.9
31+00.00	304	0	50	497	0	460	0	391.16	391.2
31+50.00	513	0	50	817	0	756	0	643.01	643.0
32+00.00	421	0	50	934	0	865	0	735.09	735.1
32+50.00	22	20	50	443	20	410	19	348.66	330.1
Sub-Totals						7469	6530	6349	-182
					Rounded	7470	6535	6350	-185



BAYER ASSOCIATES
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MISSOURI DESIGN FIRM LICENSE NO. 001166

USER NAME = TYLER HUFFMAN	DESIGNED = TLC	REVISED =	
	DRAWN = TCH	REVISED =	
PLOT SCALE = 6" = 1'	CHECKED = TLC	REVISED =	
PLOT DATE = ---	DATE = 2015-12-03	REVISED =	

The City of WILDWOOD MISSOURI
CLEARING TOMORROW TODAY

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS

SCALE: | SHEET NO. 1 OF 7 SHEETS | STA. 20+00 TO STA. 23+50

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		ST. LOUIS		

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Gershenson Construction Co., Inc.
#2 Truitt Drive
Eureka, MO 63025

SURETY:
(Name, legal status and principal place of business)
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183-6014
(860) 277-0111

OWNER:
(Name, legal status and address)
City of Wildwood
183 Plaza Drive
Wildwood, MO 63040
BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

This document has important legal consequences. Consultation with an attorney is encouraged with respect its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT: Wildwood Community Park Phase 2
(Name, location or address, and Project number, if any)

Project Number, if any:

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

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When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of December, 2015

Joan Wallace
(Witness)

Gershenson Construction Co., Inc.
(Principal) *(Seal)*

Edward N. Gershenson
President
(Title)

Carolyn Saturn
(Witness)

Travelers Casualty and Surety Company of America
(Surety) *(Seal)*

(Title) **Susan M. Stefanski, Attorney-in-Fact**

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TRAVELERS

POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229546

Certificate No. 006404912

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Dennis D. Flatness, Dennis W. Lutz, Taffra S. Holman, Susan M. Stefanski, and Barbara J. Lemm

of the City of St. Louis, State of Missouri, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 15th day of June, 2015.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the 15th day of June, 2015, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-8-12 Printed in U.S.A.

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of December, 20 15.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

Company ID Number: 192832

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Gershenson Construction Co., Inc** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative

nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

   A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.

   B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking

adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as

authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the

contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 192832

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Gershenson Construction Co., Inc

Gail R Cundiff
Name (Please Type or Print)

Title

Electronically Signed
Signature

02/24/2009
Date

Department of Homeland Security – Verification Division

USCIS Verification Division
Name (Please Type or Print)

Title

Electronically Signed
Signature

02/24/2009
Date

E-Verify

Company ID Number: 192832

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Gershenson Construction Co., Inc

Company Facility Address: 3 Truitt Drive

Eureka, MO 63025

Company Alternate Address:

County or Parish: SAINT LOUIS

Employer Identification Number: 431200350

North American Industry Classification Systems Code: 238

Parent Company:

Number of Employees: 100 to 499

Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)

E-Verify

Company ID Number: 192832

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Julie Ross**		
Telephone Number:	**(636) 938 - 9595**	Fax Number:	
E-mail Address:	**Jross@Gershenson.com**		
Name:	**Gail R Cundiff**		
Telephone Number:	**(636) 938 - 9595 ext. 117**	Fax Number:	**(636) 938 - 9501**
E-mail Address:	**gcundiff@gershenson.com**		

Contact information is invalid – Please see next page.

E-Verify
Employment Eligibility Verification

Welcome
Penny Stewart

User ID
PSTE1809

Click any ? for help

Home

My Cases

New Case

View Cases

Search Cases

My Profile

Edit Profile

Change Password

Change Security Questions

My Company

Edit Company Profile

Add New User

View Existing Users

Close Company Account

My Reports

View Reports

My Resources

View Essential Resources

Take Tutorial

View User Manual

Share Ideas

Contact Us

User Summary List

Previous Next

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Lock
PSTE1809	Gershenson Construction Co., Inc	Program Administrator	Stewart	Penny	04/06/2015 03:50 PM	Current	N

pstewart@gershenson.com

Previous Next

Close

U.S. Department of Homeland Security - www.dhs.gov U.S. Citizenship and Immigration Services - www.uscis.gov Enable Permanent

Client#: 1059928 GERSHCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Midwest Saint Louis
308 North 21st Street
Saint Louis, MO 63103-MO
314 436-2399

CONTACT NAME:
PHONE (A/C, No, Ext): 314 436-2399 FAX (A/C, No): 314 342-7170
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Republic Insurance Company	24147
INSURER B : Great American Insurance Compan	16691
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Old Republic General Insurance	24139
INSURER E :	
INSURER F :	

INSURED
Gershenson Construction Co., Inc.
#2 Truitt Drive
Eureka, MO 63025

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC			A7CG08011501	05/01/2015	05/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			A7CA08011501	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			TUU426029500	05/01/2015	05/01/2016	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		A7CW08011501	05/01/2015	05/01/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Contractors Equipment			84UUMJG5718	05/01/2015	05/01/2016	Limit: $525,000 Leased/Rented Equipment	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

For Bidding Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dennis D Fletcher

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WORKER ELIGIBILITY VERIFICATION AFFIDAVIT FOR ALL MHTC/MODOT CONTRACT AGREEMENTS IN EXCESS OF $5,000
(for joint ventures, a separate affidavit is required for each business entity)

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On this 8th day of December, 2015, before me appeared Edward Gershenson, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, deposed as follows:

My name is Edward Gershenson, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities:

I am the President (title) of Gershenson Construction Co., Inc. (business name), and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

I hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, and the aforementioned business entity shall participate in said program with respect to all employees working in connection to work under the within state contract agreement with the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

In addition, I hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection to work under the within state contract agreement with MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

I am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ

or continue to employ any unauthorized alien to work within the state of Missouri.

I acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Edward N. Gershenson
President

Affiant Signature

Subscribed and sworn to before me this 8th day of December, 2015.

Notary Public

My commission expires: 9-7-18

[documentation of enrollment/participation in a federal work authorization program attached]

PENNY JO STEWART
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Sept. 7, 2018
Commission # 14530163

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement "Agreement" is made and entered into this **8th** day of **February 2016**, by and between the **City of Wildwood, Missouri** (hereinafter called the "City") and **Gershenson Construction Company, Inc.**, with offices located at **2 Truitt Drive, Eureka, Missouri 63025** (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the "Work") and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of

which would prevent or interfere with the performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Calendar Days : **One hundred fifty-two (152)**

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

ARTICLE IV.

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of **four hundred five thousand five hundred thirty-five dollars [$405,535.00]** (the "Contract Sum") based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum

properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth (20th) of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Work fully performed.

(4) The retainage amount withheld by subsections (1) and (2) above shall not exceed any maximum amount permitted by law

ARTICLE V.

Performance of the Work

(a) Within seven (7) calendar days after being selected, the Contractor shall prepare and submit for the City's approval (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction and (2) a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project which adequately address the traffic control plan of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. The Notice To Proceed shall be issued within 10 working days of the selection, however, no Work will commence until the Contractor's Construction Schedule and traffic control plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the Work as designated by the Director of Public Works prior to continuation of further Work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails

to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of **one hundred dollars ($100.00)** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause its Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime, premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay, which is not excusable under Article VI hereof, or is not approved in advance by the City, shall be borne by the Contractor.

ARTICLE VI.

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond

the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so substantial that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The City shall determine the period of delay and extension.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event the City causes a delay, the Contractor's sole remedy shall consist of its rights under this Article VI.

ARTICLE VII.

Changes in the Work or Cost of Work

(a) The City may make changes within the general scope of the project by altering, adding to or deducting from the Work, and the Contract Sum adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII.

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the

Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which an extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Agreement, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Agreement, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this Article, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City, in the manner and to the extent directed by the City, all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the

Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX.

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy shall be endorsed to cover the liability of the Contractor under the General Conditions of this Agreement.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$ 500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

The Contractor's policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Contractor commencing the Work on this project. The certificates must state "The City of Wildwood is an additional insured."

*but not less than the sovereign immunity limits established by RSMo. 537.610 et.seq.

ARTICLE X.

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes **the installation of certain improvements that have been identified on the bid plans and specifications for the Community Park – Phase II Project to include, but not limited to, the extension of the park's interior access roadway to the western terminus of the Pond-Grover Loop Road, a companion multiple-use trail, stormwater management infrastructure, and the necessary grading and other site preparation work, as needed and defined**, including traffic control and other incidental items as identified in the construction documents.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF WILDWOOD (the "City")	(the "Contractor")
By_____ , Mayor	By:_____
Attest:	Printed Name: _____
_____ City Clerk	_____ Title

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 100

ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$38.06	55	60	$20.71
Boilermaker	9/15		$32.76	126	7	$30.10
Bricklayer and Stone Mason	11/15		$32.50	72	5	$20.69
Carpenter	6/15		$36.34	77	41	$15.75
Cement Mason	6/15		$30.56	80	6	$17.30
Communication Technician			$30.35	44	47	$9.53 + 31.50%
Electrician (Inside Wireman)	8/15		$34.20	82	71	$10.78 + 39.5%
Electrician (Outside-Line Construction\Lineman)	9/15		$42.52	43	45	$5.00 + 36.5%
Lineman Operator	9/15		$36.70	43	45	$5.00 + 36.5%
Groundman	9/15		$28.38	43	45	$5.00 + 36.5%
Elevator Constructor	8/15	a	$45.09	26	54	$30.005
Glazier	6/15		$33.13	87	31	$19.58 + 10.53%
Ironworker	8/15		$32.88	11	8	$23.825
Laborer (Building):						
General			$30.57	97	26	$14.02
First Semi-Skilled			$30.31	114	27	$14.02
Second Semi-Skilled			$29.92	109	3	$13.72
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		$31.08	92	26	$15.45
Marble Mason	10/15		$31.43	76	51	$14.17
Marble Finisher	10/15		$26.18	76	51	$13.47
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		$32.16	3	66	$24.16
Group II	6/15		$32.16	3	66	$24.16
Group III	6/15		$30.26	3	66	$24.16
Group III-A	6/15		$32.16	3	66	$24.16
Group IV	6/15		$26.80	3	66	$24.16
Group V	6/15		$26.80	3	66	$24.16
Painter	10/15		$31.65	104	12	$13.76
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	7/15		$37.00	91	69	$26.68
Plasterer	7/15		$31.06	67	3	$17.53
Plumber	7/15		$37.00	91	69	$26.68
Roofer \ Waterproofer			$30.70	15	73	$16.67
Sheet Metal Worker	10/15		$39.63	32	25	$21.72
Sprinkler Fitter - Fire Protection	10/15		$41.96	66	18	$21.62
Terrazzo Worker	6/15		$32.11	116	5	$13.37
Terrazzo Finisher	10/15		$30.35	116	5	$11.84
Tile Setter	10/15		$31.43	76	51	$14.17
Tile Finisher	10/15		$26.18	76	51	$13.47
Traffic Control Service Driver			$27.35	83	17	$9.045
Truck Driver-Teamster			$30.41	35	36	$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

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FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 15: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

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NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars ($2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. and ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

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NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to Inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the staring time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the staring time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars ($2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus $3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

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NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $28.81 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

NO. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

NO. 18: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 71: All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	$36.34	11	7	$15.75
Cement Mason	6/15	$30.56	17	11	$17.30
Electrician (Outside-Line Construction\Lineman)	9/15	$42.52	9	12	$5.00 + 36.5%
Lineman Operator	9/15	$36.70	9	12	$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	$24.99	32	31	$9.95 + 3%
Groundman	9/15	$28.38	9	12	$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	$19.80	32	31	$8.10 + 3%
Laborer					
General Laborer		$30.57	16	10	$14.02
Millwright	6/15	$36.34	11	7	$15.75
Operating Engineer					
Group I	6/15	$32.16	10	9	$24.16
Group II	6/15	$32.16	10	9	$24.16
Group III	6/15	$30.86	10	9	$24.16
Group IV	6/15	$27.40	10	9	$24.16
Oiler-Driver	6/15	$27.86	10	9	$24.16
Pile Driver	6/15	$36.34	11	7	$15.75
Traffic Control Service Driver		$27.35	26	26	$9.045
Truck Driver-Teamster		$30.41	25	21	$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 10: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. **For all overtime hours worked during the week or on Saturday $14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.70 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 16: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

NO. 17: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 7: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 10: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

NO. 11: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

BILL NO. #2152 **ORDINANCE NO. #2152**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES CHANGES IN AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1389 TO ACCOMMODATE THE REUSE OF THE EXISTING BUILDING, BEING LOCATED IN THE TOWN CENTER AREA, FOR RETAIL, OFFICE, AND THE CUSTOM FABRICATION OF FURNITURE, THEREBY FACILITATING ITS RE-OCCUPANCY IN THIS REGARD, ALL BEING CONSISTENT WITH THE LETTER OF RECOMMENDATION APPROVED BY THE PLANNING AND ZONING COMMISSION ON OCTOBER 12, 2015 AND FORWARDED TO CITY COUNCIL FOR CONSIDERATION AND ACTION. (Ward Eight)

WHEREAS, this particular property was developed in 1989 as a feed store, focusing on retail activity, and occupied the facility for approximately six (6) years, then closed thereafter; and

WHEREAS, thereafter, the facility was a church, a day care center, and a dance academy for many years, all of which required changes in the governing ordinance on several occasions – the latest in 2007; and

WHEREAS, after 1995, these changes were reviewed by the City of Wildwood, while now required to include the Town Center Plan's design standards and architectural guidelines, thereby adding another set of requirements that must be considered in the use of the property; and

WHEREAS, the governing ordinance originally approved by St. Louis County was amended by the City of Wildwood to address the reuse of the building, while also ensuring any changes that occurred to it, and the property, would be consistent with the Town Center Plan of the City; and

WHEREAS, the building has not been occupied for approximately three (3) years, which has prompted the City and the owner of it to begin discussions on its planned use and how to address the fabrication component of this furniture business and the changes needed to the governing site-specific ordinance; and

WHEREAS, the matter was presented to the Planning and Zoning Commission at its October 5, 2015 meeting, where concerns were raised about the noise associated with the operation of the equipment to fabricate the furniture and its impact on the nearby residential areas; and

WHEREAS, to that end, the petitioner had completed a noise study upon it, which lead to the position, such would have limited impact, and also to describe the steps the new business would take to address the current condition of the improvements located thereon at this time; and

WHEREAS, after the submittal of this information and discussion of it by the Planning and Zoning Commission, the members agreed to recommend the ordinance be amended for this site to accommodate this craft-type business, but under certain hours of operation, along with other considerations to further integrate this property into the Town Center Area, including changes to its signage; and

WHEREAS, this matter was then forwarded to the City Council for a public hearing on October 12, 2015, where the property owner's representative and the proposed buyer of the site identified the hours of operation and other changes recommended by the Planning and Zoning Commission as issues and requested specific changes to them, which would lead to longer hours of operation and no changes to the site itself; and

WHEREAS, after discussion, the City Council agreed to the change in hours of operation and other components of the business' planned operation, but not to the sign remaining at its current size, but rather reducing its impact by decreasing its area by a proposed ten (10) square feet; and

WHEREAS, with this decision by City Council, it authorized the Department of Planning to prepare the necessary legislation, which it began, but was then informed shortly thereafter, by the current building owner's representative, the proposed purchaser of the site had decided not to proceed forward, in main part over the signage issue, thereby negating the need to proceed with the changes to the current governing ordinance; and

WHEREAS, the City Council was notified of this change by the proposed buyer of the site at its meeting on October 26, 2015, by memorandum from the Department of Planning, where no action was taken in this regard; and

WHEREAS, the proposed buyer of the site has returned to the City seeking the legislation be reconsidered, given his desire to complete its purchase, and acknowledging the sign size is already less than the allowable thirty (30) square feet and would like to keep it as-is, which is agreeable to the City Council at this stage; and

WHEREAS, the City Council, under its authority granted by State Statute and City Charter and codes, is empowered to address land uses decisions, so as to protect the public's health, safety, and general welfare, which this action meets.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby amended by approving changes to existing Amended C-8 Planned Commercial District Ordinance #1389 (Town Center Workplace District) regulations, which are set forth therein for the following described tract of land:

A tract of land in the North Half of the Northwest Quarter of Section 12, Township 44 North, Range 3 East, St. Louis County, Missouri, being the same property conveyed to John Kramer and Diane Dowling by Deed Book 7399 Page 1732, and being more particularly described as: Beginning at an old stone marking the Southeast corner of Lot "A" of the "BOUNDARY ADJUSTMENT PLAT OF LOTS 1 THRU 6 OF GROVER HEIGHTS" (Plat Book 283, Page 34); thence along the Southerly projection of the East line of said Lot "A" South 00 degrees 33 minutes 36 seconds West 200.00 feet to an iron pipe; thence South 89 degrees 55 minutes 03 seconds West 299.66 feet to an iron pipe in the East line of East Avenue, 30 feet wide; thence along said East line of East Avenue North 00 degrees 29 minutes 23 seconds East 200.00 feet to the Southwest corner of the aforesaid Lot "A", from which point an old stone bears South 61 degrees 54 minutes East 0.32 feet; thence leaving said Southwest corner of Lot "A" along the South line of said Lot 'A" North 89 degrees 55 minutes 03 seconds East 299.90 feet to the point of beginning and containing 1.3763 acres.

Section Two: The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated October 5, 2015, which is incorporated herein by reference as if fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. PERMITTED USES

a. The uses permitted by this Amended C-8 Planned Commercial District shall be limited to professional offices **and retail activities set forth in the Town Center Plan's 'Workplace District', as well as light fabrication of specialty furniture pieces**. Reutilization of the existing residential building shall be limited to professional offices only, but may also be used for one (1) single family dwelling.

2. FLOOR AREA, HEIGHT AND BUILDING REQUIREMENTS

a. The permitted building's occupied area cannot exceed ~~7,000~~ **9,200** square feet ~~in gross floor area~~ for leasing purposes and two (2) building levels. **The use of the basement area is limited**

to the furniture fabrication and storage of materials, not to exceed a total of (2,000) square feet of area. ~~and does not include the basement storage area.~~

b. Architectural style of the new building shall be reasonably consistent in appearance with the rendering submitted at public hearing and made part of the Letter of Recommendation as Attachment E. The existing architectural character of the residence shall be maintained. All new accessory structures, buildings, and fencing shall comply with the Architectural Guidelines of the Town Center Plan as described.

c. The basement area of this building shall be used for **the fabrication of specialty furniture pieces and** storage purposes only. **The fabrication operation must be conducted in the basement area to limit the sound that could be projected from it.** The second floor shall be limited to professional office uses and 1,200 square feet of area ~~(unless part of a dance academy operation)~~. Professional office floor area in the existing residence shall not exceed 940 square feet.

3. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

Within eighteen (18) months from the date of approval of the preliminary development plan by the City Council and prior to issuance of any building or occupancy permit, the petitioner shall submit to the Planning and Zoning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning and Zoning Commission. Said Site Development Plans shall include, but not be limited to, the following:

a. The location and size of all proposed structures, including freestanding business signs.
b. Existing and proposed contours at two (2) foot intervals.
c. Location and size of all parking areas, delineating patron parking from vehicle parking.
d. Roadways and driveways on and adjacent to the property in question, including required roadway right-of-way dedication and pavement widening.
e. The design, location, and size of all proposed lighting, fences, and trash areas.
f. A landscape plan, including, but not limited to, the location, size and general type of all plant and other material to be used. All existing trees to be retained and removed shall be identified on the plan.
g. The owner, operator, or applicant will submit an Amended Site Development Plan, if stacking and the use of the cross-access area of the adjoining property impedes circulation or creates congestion, which indicates the measures to be installed to eliminate the problem. These methods may include, but not be limited to, bollards, striping, signage, and/or removal.
h. All new deciduous trees shall be a minimum of two (2) inches in caliper. All new evergreens shall be a minimum of six (6) feet in height. All new shrubs shall be a minimum of twenty-four (24) inches in diameter.
i. Existing vegetation shall be preserved on the site and additional plantings will be required around the detention basin area. The type, amount, size, and location shall adhere to the City of Wildwood's Ordinance 206 Tree Preservation and Restoration Code requirements as specified in the accompanying Tree Manual.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

Building and Structure Setbacks

a. No new structure, except signs, lights, fences, retaining walls and flag poles, shall be within the following setbacks:

(1) Fifty (50) feet from the right-of-way of East Avenue and the northern limits of this Amended C-8.
(2) Sixty (60) feet from the eastern and southern limits of this Amended C-8.

Parking, Loading and Internal Drives Setbacks

b. No new parking space or internal drive, except points of ingress and egress, shall be within the following setbacks:

(1) Fifteen (15) feet from the right-of-way of East Avenue, and the eastern and northern limits of this Amended C-8.
(2) Sixty (60) feet from the southern limits of this Amended C-8.

Minimum Requirements

c. Parking requirements for the converted single family residence shall be based on the Town Center requirements [three (3) spaces per 1,000 square feet of gross floor area]. ~~For the dance academy use, the internal circulation pattern within the parking lot shall be configured and striped to allow for the appropriate drop-off and pick-up of children within a dedicated location. The westernmost entrance shall be designated for all pick-up and drop-off activity relative to this site and indicated as such on the property.~~ Parking for this property shall be limited to **twenty-four (24)** ~~twenty-six (26)~~ spaces, ~~as shown on the existing approved~~ **and indicated on an Amended** Site Development Plan.

Access

d. Access to this development from East Avenue shall be limited to one (1) bi-directional driveway and one (1) existing residential driveway, as directed by the Department of Public Works. Access to this development from Rockwood Pointe Court shall be limited to one (1) bi-directional driveway to be constructed as directed by the Department of Public Works. Cross access shall be provided through the site on the main drive aisle between East Avenue and Rockwood Pointe Court.

e. Commercial vehicles shall be limited to the use of the East Avenue access only.

Road Improvements and Sidewalks

f. Improve East Avenue to one-half of a fifty (50) foot right-of-way and a twenty-six (26) foot pavement, minimum twenty (20) foot pavement, including all storm drainage facilities as directed by the Department of Public Works.

g. Provide a sidewalk adjacent to East Avenue, or provide the finish grading therefore and required cash escrow as directed by the Department of Public Works.

Landscape Requirements

h. Either as part of the development plan or on a separate drawing to be reviewed as part of said plan, the developer shall submit a landscape plan to comply with the following:

(1) All new deciduous trees shall be a minimum of one and one-half (1 1/2) inches in caliper, except the Department of Planning may approve ornamental trees of a minimum of one and one-half (1 1/2) inches in caliper. All new evergreen trees shall be a minimum of four (4) feet in height. All new shrubs shall be a minimum of eighteen (18) inches in diameter.

(2) Special attention shall be given to retain as many existing mature trees as possible.

Signs

i. The location, size, and design of all freestanding signs shall be as approved by the Planning Commission on the Site Development Plan.

j. One (1) wall sign and one (1) monument type business sign shall be permitted in accord with the regulations of the City of Wildwood's Zoning Ordinance, as they pertain to the C-2 Shopping District. However, the maximum size of the monument sign shall be limited **to no greater than** thirty (30) square feet in overall area. Lighting used in conjunction with the signage shall be from external sources only, ground mounted, and timed to shut off at 10:00 p.m. and not turn on before 7:00 a.m. each day. The removal of the existing pylon sign shall be accomplished before the issuance of any occupancy permit will be authorized.

k. No advertising signs shall be permitted in this development. All other signs shall comply with Chapter 415 Zoning Ordinance of the City of Wildwood – Section 415.420 Sign Regulations for all "C" and "M" Districts.

Lighting Requirements

l. The location, size and design of all lighting standards shall be as approved by the Planning and Zoning Commission on the Site Development Plan. In addition, no on-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties or public roadways.

Miscellaneous

m. All exterior trash areas shall be enclosed with a six (6) foot high sight-proof fence and their location shall be as approved on the Site Development Plan.

n. Parking, circulation, and other applicable site design features shall comply with Chapter 1101, Section 512.4 "Physically Handicapped and Aged" of the S.L.C.R.O. 1974, as amended.

o. All rooftop mechanical equipment on buildings shall be adequately screened, as approved by the Planning and Zoning Commission on the Site Development Plan.

p. Submit architectural elevations to the Planning and Zoning Commission for review and approval.

q. Hours of business operation for the **permitted retail and office uses shall be 9:00 a.m. to 9:00 p.m. seven (7) days a week. The hours of operation for the furniture fabrication shall be limited to 6:00 a.m. to 9:00 p.m. Monday through Friday, with no hours of operation on the weekends.** ~~uses shall be 8:00 a.m to 10:00 p.m., Monday through Friday and 8:00 a.m to 10:00 p.m. on Saturdays, with no hours of operation on Sundays.~~ The hours of operation for the professional offices in the secondary building shall be 7:00 a.m. to 7:00 p.m., seven (7) days a week.

s. Prior to the issuance of any occupancy permits, the existing **trash enclosure shall be repaired** ~~metal shed located near the detention basin shall be removed and the parking lot~~ and the building condition improved by ~~resurfacing or~~ patching and painting respectively.

5. TRAFFIC GENERATION ASSESSMENT

The developer shall contribute to the East Area Corridor Traffic Generation Assessment Road Trust Fund established by Chapter 140 of the City's Codified Ordinances. This contribution shall not exceed an amount established by multiplying the proposed parking spaces by the following rate schedule.

Type of Development	Required Contribution
General Offices	$542.56/Parking Space
Recreational Uses	$374.94 /Parking Space
Loading Space	$2,663.66/Loading Space

(Parking space as required by Section 1003.165 of the City of Wildwood Zoning Ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Department of Planning.

As this development is located within a trust fund area established by the City of Wildwood, any portion of the Traffic Generation Assessment contribution, which remains, following completion of road improvements required by the development shall be retained in the appropriate trust fund.

The amount of this required contribution, if not submitted by January 1, 2008, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accordance with the construction cost index as determined by the City of Wildwood Department of Public Works.

6. VERIFICATION PRIOR TO SITE DEVELOPMENT PLAN APPROVAL

Prior to the approval of the Site Development Plan the petitioner shall:

Stormwater

a. Submit to the Planning and Zoning Commission a preliminary engineering plan approved by the Department of Public Works showing that adequate handling of the stormwater drainage of the site is provided.

(1) The developer is required to provide adequate stormwater systems in accordance with City of Wildwood and MSD Standards.

(2) All stormwater shall be discharged at an adequate natural discharge point.

Road Improvements and Curb Cuts

b. Provide verification of approval by the Department of Public Works of the location of proposed curb cuts, areas of new dedication, and roadway improvements.

7. RECORDING

Within sixty (60) days of approval of any Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

8. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to approval of the Site Development Plan and prior to the Issuance of any building permit, the developer shall provide the following:

Landscape Bonds or Escrows

a. If the estimated cost of new landscaping indicated on the Site Development Plan as required by the Planning and Zoning Commission exceeds an estimated cost of one thousand ($1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year bond or escrow sufficient in amount to guarantee the installation of said landscaping.

Notification to the Department of Public Works

b. Prior to the issuance of foundation or building permits, all approvals from the Department of Public Works and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

Trust Fund Contribution

c. Trust fund contribution shall be deposited with City of Wildwood through standard escrow procedure prior to the issuance of building permits. The trust fund contribution shall be deposited with City of Wildwood in the form of a cash escrow.

9. VERIFICATION PRIOR TO OCCUPANCY PERMITS

a. Road improvements and right-of-way dedication shall be completed prior to the issuance of an occupancy permit. Delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

10. GENERAL DEVELOPMENT CONDITIONS

a. Adequate temporary off-street parking for construction employees shall be provided. Parking on non-surfaced areas should be prohibited in order to eliminate the condition whereby mud from construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

b. A grading permit is required prior to any grading on the site. No change in watershed shall be permitted.

c. Interim stormwater drainage control, in the form of siltation control measures, is required.

d. Additional lanes and/or widening, pavement thickness, drainage facilities, granular base, traffic control devices and other improvements may be required to accommodate heavy traffic volumes, unsuitable soil conditions, steep grades, or other conditions not apparent at this time.

e. If cut and fill operations occur during a season not favorable for immediate establishment of a permanent ground cover, a fast germinating annual such as Rye or Sudan grasses shall be utilized to retard erosion.

f. The Code Enforcement Officer of City of Wildwood, Missouri, shall enforce the conditions of this ordinance in accord with the Site Development Plan approved by the Planning Commission.

~~g. It shall be the responsibility of the petitioner to receive all appropriate approvals from the State of Missouri regarding the operation of the child care facility. Nothing indicated within these conditions shall be deemed a waiver to any State requirements.~~

Section Three. This ordinance shall be in full force and effect on and after its passage and approval.

This Bill was passed and approved this _____ day of _____, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

_____	_____
Presiding Officer	The Honorable Timothy Woerther, Mayor

ATTEST:

_____	_____
City Clerk	City Clerk

RESOLUTION #2016-02

A RESOLUTION AUTHORIZING AN AGREEMENT WITH LOCHMUELLER GROUP INC. FOR THE COMPLETION OF A TRAFFIC STUDY FOR THE PROPOSED EXTENSION OF POND-GROVER LOOP ROAD WITHIN THE CITY OF WILDWOOD. (Ward Five)

WHEREAS, the Road and Bridge Fund of the 2016 Wildwood Municipal budget includes a project for the design of the Pond-Grover Loop Road Extension, which includes the extension of Pond-Grover Loop Road from Green Pines Drive to the proposed Villages at Bright Leaf residential subdivision, and the design of traffic calming modifications to existing Pond-Grover Loop Road, between Route 109 to Green Pines Drive; and

WHEREAS, the Amended Villages at Bright Leaf planned residential development, as currently proposed under Bill 2145, includes provisions which could lead to the approval and construction of the extension of Pond-Grover Loop Road through the Villages of Bright Leaf development site to Route 100, at Taylor Road; and

WHEREAS, the Mayor of the City of Wildwood plans to appoint a committee, which will study the proposed extension of Pond-Grover Loop Road; and

WHEREAS, during the review of the Villages at Bright Leaf residential development project, questions have been raised pertaining to the traffic impacts associated with the proposed Pond-Grover Loop Road project.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section One

The Mayor is hereby authorized to enter into an agreement with Lochmueller Group, Inc. for the completion of a study to assess the traffic impacts resulting from the proposed extension of Pond-Grover Loop Road and for conceptual design of the proposed extension of Pond-Grover Loop Road, within the City of Wildwood. The conceptual design shall include the extension of Pond-Grover Loop Road from Green Pines Drive to the Villages at Bright Leaf residential subdivision, along with traffic calming modifications to existing Pond-Grover Loop Road, between Route 109 to Green Pines Drive. A copy of the Agreement is attached hereto and made a part hereof.

Section Two

The total aggregate expenses and liability of the City under the agreement authorized herein with Lochmueller Group, Inc. shall not exceed the amount of $25,000.00.

Section Three
This Resolution shall be effective upon passage and approval.

PASSED AND RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD THIS _____ DAY OF _____, 2016.

_____
TIMOTHY WOERTHER, MAYOR

ATTEST:

_____
CITY CLERK

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Public Works ___ DATE: _____

THIS AGREEMENT, made and effective this _____ day of _____, 20_____, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Lochmueller Group, Inc., hereinafter referred to as "Consultant", with a business address of: 410 North 10th Street, Suite 200, St. Louis MO 63101.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:
Traffic Study and Concept Plan for Pond-Grover Loop Road as more specifically defined on Attachment B

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed Twenty Five Thousand dollars ($25,000), as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before February 1, 2016, shall be completed on or before June 1, 2016, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

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4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be

deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination**. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney’s fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

January 7, 2016

Attachment B

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

RE: Proposal for Engineering Services for Pond-Grover Loop Road, Wildwood, Missouri
515-0145-00P

Dear Mr. Brown:

As requested, we are submitting the following proposal for engineering services pertaining to the evaluation of neighborhood traffic flows and concept plan development for the planned Pond-Grover Loop Road in Wildwood, Missouri (City). The connection of Pond-Grover from Route 109 to Route 100 (opposite Taylor Road) has been planned for some time, and a current residential development proposal known as Brightleaf will construct a portion of the roadway while adding to area traffic.

Task 1: Pond-Grover Loop Road Traffic Study

The City has requested that the traffic impacts associated with both the Brightleaf subdivision and the extension of the Pond-Grover Loop Road be evaluated for six primary roadways within the adjoining neighborhoods:

- Green Pines Drive
- Forest Leaf Drive
- Birch Forest Drive
- Fullerton Meadows
- Pond-Grover Loop Road
- Westglen Farms

The focus on this evaluation will be the a.m. and p.m. peak hours of a typical weekday, as identified in the Brightleaf traffic study report, as well as an assessment of total traffic flows over the course of a typical weekday.

In order to evaluate traffic flows throughout this study area, it is anticipated that a total of 8 existing intersections will be evaluated. Three of these intersections were already counted as part of the Brightleaf traffic study, while 5 require new data collection, as follows:

1. Pond-Grover Loop Road at Hickory Manor Drive (already counted)
2. Pond-Grover Loop Road at Green Pines Drive
3. Forest Leaf Parkway at Fullerton Meadows Drive (already counted)
4. Forest Leaf Parkway at Birch Forest Drive
5. Forest Leaf Parkway at Green Pines Drive (already counted)

411 North 10th Street, Suite 200
St. Louis, Missouri 63101
PHONE: 314.621.3395

6. Westglen Farms Drive at Fullerton Meadows Drive
7. Westglen Farms Drive at Green Pines Drive
8. Westglen Farms Drive at Forest Leaf Parkway

Scope of Services for Task 1

1. Collect available information from the City including the site plans of any approved or proposed developments or roadway changes within the study area. Our team will inspect the study area to identify potential traffic-related issues, access constraints and existing operating conditions.
2. Collect turning movement counts at the five intersections noted above during the morning (7:15-8:15 a.m.) and afternoon (4:45-5:45 p.m.) peak hours of a typical weekday.
3. Review 24-hour mechanical traffic count data to be provided by the City. These daily counts will be used to relate peak hour counts to overall Average Daily Traffic (ADT) flows.
4. Perform field observations of pedestrian activity at and around Green Pines Elementary School. These observations would inform an assessment of current and future (if Pond-Grover Loop Road is extended) pedestrian safety concerns.
5. Perform vehicle "tracing counts" throughout the study area to help quantify the existing travel patterns to/from various neighborhoods and streets. These tracing counts and observations will be used to help estimate the diversion of traffic, as noted in Task 5.
6. Forecast the diversion of traffic to/from the study intersections when the complete Pond-Grover Loop Road is in place.
7. Forecast the increase in traffic that will be generated by the build-out of the Brightleaf subdivision based on their traffic study projections, assuming the complete Pond-Grover Loop Road is in place.
8. Identify any roadways or roadway segments within the study area where significant changes in character will be anticipated on the neighborhood streets based on current/projected ADT and industry standards for different types of roadways. Where feasible, corrective actions to protect against negative traffic impacts will be recommended.
9. Prepare a written report summarizing our findings and conclusions along with graphics, as needed, to illustrate any recommended improvements.
10. Attend up to two meetings with the City or other review agencies to discuss the findings of the traffic study.

Exclusions, Extra Costs and/or Supplemental Services

The above scope does not include costs for meeting time beyond that specified in Item 10; design services; construction administration or staking; and development and implementation of any signal timing plans. If needed, these or any other supplemental services will be performed on a time and materials basis using the attached rates unless they are addressed by a separate proposal. However, no additional work will be performed without your direction or authorization.

Task 2: Pond-Grover Loop Road Concept Plan

The City has requested that a concept plan be developed for Pond-Grover Loop Road from State Route 109 to the northern boundary of the Brightleaf development. At a minimum the concept plan shall include:

- Plan view (strip map) of the proposed improvements
- Typical sections
- Landscaping concepts
- Cost estimate
- Presentation of the concept plan at an open house public meeting

In addition to these required items, the City has requested that the following additional tasks be included in the concept plan, if budget and/or data availability allows:

- Roadway profile
- Cross sections
- Utility impacts
- Right of Way impacts
- Drainage impacts
- Traffic Noise Considerations

It is anticipated that, pending results of the traffic study completed in Task 1, the typical section will be a two-lane parkway with curb and gutter, landscaped center median, and pedestrian accommodations similar to the section proposed for Pond-Grover Loop Road within the Brightleaf development and that the plan will include traffic calming features, such as roundabouts, where applicable.

Scope of Services for Task 2

1. Collect available information from the City and other sources for the project area such as existing plans and maps, and publicly available aerial images and existing surface data for use in developing the concept plan. Field survey data will not be acquired.
2. Perform a site visit to observe existing conditions and review data collected.
3. Develop a typical section and concept plan for the corridor for initial review/comment by the City. It is anticipated that one (1) typical section will be developed for the entire corridor. The two (2) stop controlled intersections within the project limits will be evaluated for improvements which may include preliminary layouts for installation of roundabouts.
4. Review existing drainage infrastructure and identify potential improvements that will be needed.
5. Review existing utilities within the corridor from mapping obtained from the City or utilities and identify potential impacts.
6. Review existing right of way limits and potential right of way needs utilizing available GIS data.

7. Develop preliminary concepts for landscape elements to be incorporated into the concept plan. This will include conceptual landscape feature types only; the identification of specific plant species and landscape details are not included.
8. Prepare a strip map and preliminary cost estimate for the proposed concept.
9. Prepare up to 2 – 24" x 36" exhibits in addition to the strip map to be presented at an open house public meeting.
10. Attend the open house public meeting and up to two additional meetings with City personnel.
11. Make final revisions to the concept plan based on the public comments from the open house meeting.

Exclusions, Extra Costs and/or Supplemental Services

The above scope does not include costs for meeting time beyond that specified in Item 10; topographic or property survey; detailed engineering design services beyond those detailed above; noise analysis; landscape design; construction administration or staking; and development and implementation of any final plans and specifications. If needed, these or any other supplemental services will be performed on a time and materials basis using the attached rates unless they are addressed by a separate proposal. However, no additional work will be performed without your direction or authorization.

Proposed Fee

The services described above would be performed on a lump sum basis for a fee of $12,000.00 for Task 1 and $13,000.00 for Task 2, for a total of $25,000.00. These fees would be subject to increase if any new tasks, or expansion of the tasks specifically listed above, are required or requested.

Acceptance

If you accept the scope and fee noted above, please sign and return the attached Agreement for Limited Professional Services for final execution. We will return a fully executed copy for your files.

If you have any questions or comments concerning this proposal, don't hesitate to contact me. We look forward to working with you.

Sincerely,

The Lochmueller Group

Dustin B. Riechmann

Dustin B. Riechmann, PE, PTOE
Traffic Engineering Manager

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: _____ Date: _____

Project: _____ Basic Compensation: $_____

Phase of Work (Describe)	% of Total	Progress Payment
Phase I:	_____%	$_____
Phase II:	_____%	$_____
Phase III:	_____%	$_____
Phase IV:	_____%	$_____
Phase V:	_____%	$_____

Total Basic Compensation: $_____

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

(d) Professional Liability

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state “The City of Wildwood is an additional insured.”

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

RESOLUTION # 2016-03

A RESOLUTION AUTHORIZING THE CITY OF WILDWOOD, TOGETHER WITH OTHER SAINT LOUIS COUNTY MUNICIPALITIES, TO JOINTLY ENGAGE R. J. SCHERR & ASSOCIATES FOR CERTAIN LEGISLATIVE LOBBYING SERVICES

WHEREAS, various Bills and Bill Amendments have been introduced in past sessions of the Missouri State Legislature which are intended to significantly modify existing Missouri Revised Statutes which relate to the St Louis County 1% Sales Tax, particularly those sections concerning the "pooled" distribution of the Sales Tax proceeds to municipalities throughout St. Louis County; and

WHEREAS, it is the intention of the proponents of these legislative efforts to substantially reduce or eliminate entirely the "pooled" portion of County Sales Tax proceeds distributed to municipalities and St. Louis County itself; and

WHEREAS, County Sales Tax proceeds received by the City of Wildwood under the present distribution formula represents approximately fifty-three percent (53%) of the annual General Fund revenues, and modification of the St. Louis County Sales Tax distribution formula as contemplated under past legislation introduced to the State Legislature would substantially reduce City revenues needed to support essential City services; and

WHEREAS, proponents of the modifications to the St. Louis County Sales Tax distribution formula, through the efforts of their legislative lobbyists, are expected in the immediate future to be introducing and promoting, Bills and Bill Amendments to the State Legislature during the current Missouri Legislative Session; and

WHEREAS, it is not possible for municipalities concerned over proposed legislation to modify the St. Louis County Sales Tax distribution formula to monitor on a timely basis the introduction and status of Bills and Bill Amendments, legislative proceedings, and to effectively communicate their concerns to legislators during the rush of legislative activities during the current Legislative Session; and

WHEREAS, the Mayor of the City of Wildwood, together with officials from other Saint Louis County Municipalities, have recently explored the joint engagement of a reputable lobbyist consultant to represent the common interests of these local governments regarding legislative activities concerning the St. Louis County Sales Tax distribution formula during the current Missouri Legislative Session.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section 1: The Mayor of the City of Wildwood, Missouri is hereby authorized by the City Council of the City of Wildwood, Missouri to enter into an Agreement to Provide Legislative Services for the City Coalition ("Agreement") with R. J. Scherr & Associates, Box 1543, Jefferson City, Missouri 65102, to provide legislative lobbying services in the interests of the City Coalition regarding legislation which may impact the St. Louis County Sales Tax distribution under consideration during the current Missouri Legislative Session. A copy of the Agreement is attached hereto and made a part hereof as Exhibit A.

Section 2. The combined total expense and liability for these lobbying services to be provided by R.J. Scherr & Associates is not to exceed forty thousand dollars ($40,000.00), and is to be shared on a pro rata basis between those members of the City Coalition.

Section 3. This Resolution shall be effective upon its passage and approval.

Passed and Approved this 25th day of January, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

R.J. SCHERR & ASSOCIATES

Governmental Consultants

AGREEMENT TO PROVIDE LEGISLATIVE SERVICES
FOR
THE CITY COALITION

This Agreement is between the Missouri Cities of _____
_____
_____
_____
(hereinafter referred to as The City Coalition) and R.J. Scherr and Associates and is intended to provide The City Coalition with consulting services in the State of Missouri as governed by the terms and conditions set forth below:

SCOPE OF SERVICES

R.J. Scherr and Associates shall provide an ongoing review of all activities of the Missouri Legislature affecting The City Coalition during the regular session of 2016 legislative session by providing the following services:

(A) Closely monitor the status and consideration of all legislation filed in the Missouri General Assembly affecting the common interest of The City Coalition specifically relating to the St. Louis County Sales Tax.

(B) Promptly alert The City Coalition representatives of any legislative actions concerning consideration of legislation impacting the St. Louis County sales tax including legislative hearings, committee votes, and floor votes

(C) Assist and advise The City Coalition in formulating and executing strategies to accomplish the City's legislative objectives.

(D) Provide weekly updates on legislation affecting The City Coalition to representatives or officials as specified by the City Coalition.

(E) Establish and maintain a working relationship with elected state officials and their staffs on behalf of The City Coalition.

(F) Pursue the passage or defeat of legislation as instructed by The City Coalition by representing The City Coalition in negotiations with governmental officials, legislators, and their staffs.

(G) Establish relationships with and lobby the appropriate state legislators on behalf of The City Coalition.

(H) Coordinate all activities of The City Coalition at the State Capitol in Jefferson City during the 2016 legislative session.

(I) Develop and arrange with the City Coalition testimony at committee hearings to promote or oppose specific legislation related to the St. Louis County sales tax.

(J) Provide representatives of The City Coalition with bi-monthly written reports of the details concerning their legislative objectives.

PAYMENT FOR SERVICES RENDERED

For the services rendered January 1, 2016 through May 13, 2016, R.J. Scherr and Associates is to be paid the sum of $40,000 for the 2016 legislative session from January 1, 2016 through May 31, 2016, a period of 5 months to be paid in five (5) equal installments of $8,000 each. Statements regarding such fee will be sent at the end of the month, each month, and payment is due upon receipt of the invoice. Actual travel and entertainment expenses incurred, at the direction of The City, by R.J. Scherr and Associates shall be reimbursed accordingly with mileage calculated at the current federal reimbursement rate. When overnight mailing or large mailings are required to provide the client or legislators with information, The City will be invoiced for the direct printing and postage costs involved with such mailings. All payments are to be made to R.J. Scherr and Associates, Box 1543, Jefferson City, MO 65102.

CONFLICT OF INTEREST

R. J. Scherr and Associates takes very seriously any potential conflicts or perceived conflicts. At the outset of consideration of any new client or contract, we review existing client interests and any potential conflicts. **R. J. Scherr and Associates** presently does not have any clients whose interest conflict with the City Coalition regarding the county sales tax. Although we don't view any conflicts at this time, in the event an unforeseen conflict arises, it is the policy of **R. J. Scherr and Associates** to immediately contact the clients involved and resolve the conflict to the full satisfaction of the interested parties.

INDEPENDENT CONTRACTOR STATUS OF SELLER

Neither R.J. Scherr and Associates nor any of its subcontractors, employees or agents, shall be deemed to be employees or agents of The City, it being understood that R.J. Scherr and Associates is an independent contractor for all purposes and at all times. R.J. Scherr and Associates shall be solely responsible for the withholding or payment of all federal, state, and local personal income taxes, Social Security, unemployment and sickness disability insurance and other payroll taxes with respect to R.J. Scherr and Associates or his employees.

IN WITNESS WHEREOF, The City and R.J. Scherr and Associates have executed this agreement, in duplicate, this _____ day of _____, 2016.

R.J.SCHERR AND ASSOCIATES

By:_____

Title:_____

_____

By:_____

Title:_____

RESOLUTION # 2016-04

A RESOLUTION AUTHORIZING AN AGREEMENT WITH ACCORD BUILDING SERVICES FOR CUSTODIAL SERVICES AT THE WILDWOOD MUNICIPAL BUILDING, INCLUDING THE WILDWOOD POLICE PRECINCT, AND OLD POND SCHOOL

WHEREAS, the City of Wildwood has solicited proposals for custodial services at the Wildwood Municipal Building, including the Wildwood Police Precinct, and Old Pond School; and

WHEREAS, Accord Building Services provided the lowest, responsive bid proposal, and is recommended by the Department of Administration for a contract commencing in 2016, for an initial three (3) year term (subject to annual appropriations).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section 1: The Mayor of the City of Wildwood, Missouri is hereby authorized by the City Council of the City of Wildwood, Missouri to enter into an Agreement with Accord Building Services to provide custodial services for the City of Wildwood. A copy of the Agreement is attached hereto and made a part hereof as Exhibit A.

Section 2. The total expenses and liability of the City under the contract shall not exceed a contract sum of twenty-one thousand nine hundred dollars ($21,900) annually, except that the City Administrator may, by written change order, increase the scope of the work pursuant to the same contract rates and terms in an amount not to exceed a total authorization under this Resolution of $25,000 annually.

Section 3. This Resolution shall be effective upon its passage and approval.

Passed and Approved this 25th day of January, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Administration DATE: January 25, 2016

THIS AGREEMENT, made and effective this 25th day of January, 2016, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Accord Building Services , hereinafter referred to as "Consultant", with a business address of: 3450 McKelvey, Bridgeton, MO 63044.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

A three (3) year term of custodial services (subject to annual appropriations), as further described on Attachment B, which may be renewed for two additional three (3) year periods upon terms agreeable to both parties. Two (2) City-owned facilities are included and are located at 16860 Main Street (which includes the City Hall and Police Station) and 17123 Manchester Road (Old Pond School). Scope of work includes services on Monday, Wednesday and Friday of each week, except for New Year's Day, Memorial Day, Independence Day, Labor Day or Christmas Day (if said holidays fall on a regular service day).

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed one thousand eight hundred twenty-five dollars ($1,825) per month, as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or

authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before February 1, 2016, shall be completed on or before January 31, 2019, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

.

4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant’s sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys’ fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. **Personnel**. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. **Project Records and Work Product**. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps

reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination**. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney’s fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

CITY OF WILDWOOD

Lynne Green-Beldner
City of Wildwood
16860 Main Street
Wildwood, MO 63040

Dear Lynn,

Thank you for allowing Accord Building Services the opportunity to bid on your Cleaning and Floor Maintenance needs.

Accord is a mid-sized, locally owned and operated, cleaning and maintenance company. We specialize in cleaning Schools, Hospitals and Owner Occupied Properties. We have an excellent floor crew which has the expertise to properly care for most all types of floor surfaces.

Our employees are well trained and paid top wages within our industry ($9.00 per hour minimum). Our employee turnover is approximately 25-30% per year as compared to the industry standard of in excess of 100% per year. We have a core of workers who have been with us for over 10 years.

Accord's management team trains our cleaners at their work site and employs check-off sheets to insure that the less frequent duties are completed on a regular basis. We also check our accounts during the customer's work day which allows management the opportunity to discuss issues or areas of concern in person. Our cleaners work faster and at a higher level of detail, than their peers.

Your building will be staffed with two cleaners from the West County Area. We find that the more convenient the building is located to our staffs homes the longer we can retain a quality employee. I have budgeted 8 hours work time per day, three times per week, to clean the facility and have priced accordingly.

As we discussed previously, Accord can do an essential clean 2 extra times per week and still stay under the current budgeted amount. This would allow us to clean the restrooms, kitchen areas, spot vacuum and touch up the lobbies.

Additionally, I believe we can clean all the carpets once per year and scrub all the floors twice per year for about $4,000 ($333/month) a year. I don't mean to overload you with information, just wanted to provide pricing to help with your yearly budgeting.

Thank you again for the opportunity to be of service to you and the City. I appreciate the time you took to walk me through the first time and for inviting us to participate in the formal bid process. I look forward to discussing this proposal after you have had an opportunity to review it. Please call me if you have any questions or if I can be of any further assistance.

Sincerely,

Allan Dougherty
Managing Member
1-11-2015

INSPECTION AND QUALITY CONTROL

Training and supervision are fundamental to a successful cleaning program. ACCORD BUILDING SERVICES has an ongoing safety and training program, which ensures that only properly trained personnel are involved in the maintenance of your property. A minimum of one (1) inspection per month will be made by our route supervisor and/or operations manager. Quality of work productivity, honesty, appearance and courtesy will be closely monitored and any inadequacies will be corrected.

Any questions or comments regarding the quality of service should be directed to ACCORD BUILDING SERVICES at 314-209-8900

CLEANING EQUIPMENT AND SUPPLIES

Accord Building Services will provide all cleaning supplies and equipment used to perform these services. Equipment will be kept clean at all times. New products are pre-tested to assure their efficiency. Deliveries are made to your building on a regular basis so that our employees have the proper supplies and equipment to perform their duties.

TAXES AND INSURANCE

Accord Building Services, Inc. agrees to pay all Federal and State taxes, Social Security, Worker's Compensation, public liability insurance, and property damage insurance premiums. All employees are bonded. A certificate of insurance will be provided upon acceptance of this proposal.

COMMUNICATIONS

All Accord Building Services personnel at the supervisory level or higher are equipped with paging and radio communications units. This assures our customers of rapid response to any emergency situation at all times. One quick call to our office will initiate immediate action.

EQUAL EMPLOYMENT POLICY

Accord Building Services is an Equal Opportunity Employer, providing employment and promotion opportunities regardless of race, color, sex, creed, or national origin.

REFERENCES Upon Request.

CITY OF WILDWOOD CLEANING SCHEDULE

GENERAL CLEANING		
Dust Horizontal Surfaces	Every Clean	
desks, counter tops, file cabinets, tables, cabinet tops		
Spot Clean Horizontal Surfaces	Every Clean	
removal of drink rings, spillage, stains		
Clean Interior Glass Surfaces	Every Clean	
Vestibule doors, top of partition walls,		
Empty All Waste Receptacles	Every Clean	
Disinfect All Telephone Receivers and Dust Base	Weekly	
Disinfect Light Switches/Covers & Door Handles	Weekly	
Clean Walls of Fingerprints & Smudges	Weekly	
Vacuum/Dust All the Way Under Desk Areas	Weekly	
Replace Waste Receptacle Liners	As Needed	
Polish All Stainless Surfaces	As Needed	
Empty Recycle Containers	As Needed	
Wipe Down Window Blinds	Monthly	
High Dusting	Monthly	
air vents, door tops & frames, ceiling corners		
Low Dusting	Monthly	
desk sides, chair bases, table legs, etc.		
Furniture	Monthly	
vacuum fabric, wipe down surfaces		

FLOOR CARE		
Vacuum, Sweep or Dust Mop All Hard Surface Flooring	Every Clean	
Vacuum All Carpeted Traffic Areas	Every Clean	
Thoroughly Mop All Hard Surface Flooring	Every Clean	
Remove Spots and Small Spills From Carpet	Every Clean	
Vacuum Wall to Wall All Carpeted Areas	Weekly	
Detail Vacuum All Carpeted Areas	Monthly	
carpet edges, corners along walls & partitions		
Dust All Baseboards	Monthly	

RESTROOMS		
Clean/Disinfect All Surfaces	Every Clean	
counters, wash basin, toilets, urinals		
Clean/Disinfect/Polish All Dispensers, Fixtures, Mirrors	Every Clean	
Empty Trash Receptacles	Every Clean	
Empty/Disinfect Sanitary Napkin Receptacle	Every Clean	
Spot Clean Partitions and Tile Walls	Every Clean	
Restock hand soap and paper products	Every Clean	
Disinfect Handles and Light Switches	Every Clean	
Clean/Sanitize Outside of Dispensers/Trash Receptacles	Every Clean	
Sweep/Thoroughly Mop Floor w/Germicidal Solution	Every Clean	
High Dusting	Weekly	
door/partition tops, air vents, mirror frames		
Clean/Disinfect Partitions/Walls Around Toilets/Urinals	Weekly	

BREAK AREAS		
Clean Counter Fronts & Chairs	Every Clean	
Clean Microwave Interior	Every Clean	
Clean Exterior of Refrigerator and Microwave	Every Clean	
Clean Underneath Microwave, Toaster, K-Cup Bins, etc.	Every Clean	
Remove Trash	Every Clean	
Clean Trash Receptacle	Every Clean	
Ensure Coffee Machines are Turned Off	Every Clean	
Sink Thoroughly Scoured/Disinfected	Weekly	
Clean Tables Bases and Chair Legs	Monthly	

PUBLIC AREAS		
Clean & Sanitize Water Fountains	Every Clean	
Clean Window/Door Sills in Vestibules	As Needed	
Polish All Water Fountain Stainless Area	As Needed	
Clean Signs and Bases in Atrium Area	As Needed	
Clean Stairway Bannister and Base of Railing	As Needed	
Dust/Clean Council Room Dias	As Needed	
Elevator Floors and Walls	As Needed	
Flooring Underneath the Stairway Cleaned	As Needed	

SPECIFIC NOTES		

COST SHEET

Accord Building Services will provide the janitorial maintenance services previously explained for the price of $1,825 per month.

This price includes all supplies and equipment necessary for adequate completion of said services.

The price is subject to terms and conditions as spelled out in the Maintenance Service Agreement.

SPECIAL SERVICES

Upon occasion, services other than the regularly scheduled janitorial duties may be required. Accord Building Services is able to provide any of the following special services when requested. These services will be billed separately upon completion of said services.

Carpet cleaning - Extraction	$ .20 per sq. ft.
Carpet cleaning - Bonnet Cleaning	$ .12 per sq. ft.
Upholstery cleaning	
Window cleaning services	$
Buffing Kitchen	$
Tile burnishing	$
Ceramic scrubbing and rinsing	$ .20 per sq. ft.
Tile Scrubbing & recoating	$ .22 per sq. ft.
Tile stripping and refinishing (not asbestos)	$ .33 per sq. ft.
Construction/remodeling clean up	

Minimum charge for special services is $175.

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: Accord Building Services Date: 1/25/2016

Project: Wildwood Custodial Services Basic Compensation: $1,825/month

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Phase of Work (Describe)	% of Total	Progress Payment
Monthly Progress Payments		$1,825/month

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

(d) Professional Liability

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state “The City of Wildwood is an additional insured.”

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

RESOLUTION # 2016-05

A RESOLUTION AUTHORIZING AN AGREEMENT WITH MURPHY COMPANY FOR PREVENTIVE MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING SYSTEMS AT THE WILDWOOD MUNICIPAL BUILDING, INCLUDING THE WILDWOOD POLICE PRECINCT

WHEREAS, the City of Wildwood has solicited proposals for preventative maintenance of the heating, ventilation and air conditioning systems at the Wildwood Municipal Building, including the Wildwood Police Precinct; and

WHEREAS, Murphy Company provided the lowest, responsive bid proposal, and is recommended by the Department of Administration for a contract commencing in 2016, for an initial one (1) year term.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WILDWOOD, MISSOURI, AS FOLLOWS:

Section 1: The Mayor of the City of Wildwood, Missouri is hereby authorized by the City Council of the City of Wildwood, Missouri to enter into an Agreement with Murphy Company for preventative maintenance of the heating, ventilation and air conditioning systems at the Wildwood Municipal Building, including the Wildwood Police Precinct. A copy of the Agreement is attached hereto and made a part hereof as Exhibit A.

Section 2. The total expenses and liability of the City under the contract shall not exceed a contract sum of five thousand nine hundred eighty-seven dollars ($5,987) annually.

Section 3. This Resolution shall be effective upon its passage and approval.

Passed and Approved this 25th day of January, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Administration DATE: January 25, 2016

THIS AGREEMENT, made and effective this 25th day of January, 2016, by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Murphy Company, hereinafter referred to as "Consultant", with a business address of: 1233 North Price Road, St. Louis, MO 63132.

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

Preventative maintenance of the heating, ventilation and air conditioning systems at the Wildwood Municipal Building, including the Wildwood Police Precinct, as further described on Attachment B.

The above services (hereinafter referred to as the "Work") shall be provided by the Consultant in accordance with all the provisions of this Agreement, including the General Conditions attached hereto as Attachment A, for the project which are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment, or any other documents submitted by Consultant.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the Work, and all expenses and costs related thereto:

a sum not to exceed five thousand nine hundred eighty-seven dollars ($5,987) annually, as set forth on an Attachment B attached hereto and incorporated herein.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to Paragraph A, Basic Compensation, shall be considered Additional Compensation and must first be authorized by a written Change Order approved by the City and Consultant. If City directs or authorizes additional services not included in this Agreement to be performed, the City and Consultant shall first agree by written Change Order as to how the Consultant is to be paid. Any services provided in addition to the Work shall not entitle Consultant to additional compensation

unless approved in advance and by written Change Order executed by the City and the Consultant.

III. TIME AND MANNER OF PAYMENTS

All invoices, complete with necessary support documentation, shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above. When appropriate due to the nature of the Work of the Agreement, progress payments may be authorized to be made based upon completion of quantifiable/identifiable phases of the Work. If authorized by the City, a schedule of progress payments based on phases of Work completed and in such corresponding amounts as determined to be appropriate shall be set forth in Attachment C attached hereto.

IV. SCHEDULE OF WORK

Time is of the essence. The Work to be performed under the Agreement shall be commenced on or before February 1, 2016, shall be completed on or before December 31, 2016, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

_____	_____
Consultant	City of Wildwood
By _____	By _____
Title _____	Title _____
	ATTEST:
	_____
	DATE: _____

ATTACHMENT A – Consultant/Services Agreement General Conditions
ATTACHMENT B – Consultant Proposal
ATTACHMENT C – Progress Payment Schedule (Optional)
ATTACHMENT D – Consultant Liability Insurance Requirements

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

1. Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Agreement. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant shall be employees of said Consultant and not employees of the City in any respect.

2. Assignment; Subcontracts. This Agreement shall not be assigned to any other parties by the Consultant without the express written consent of the City. In addition, the Consultant shall not subcontract or assign any of the Work to be performed by it hereunder without the express written consent of the City except as may be set forth in Attachment B.

3. Proposals for the Work. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto, are incorporated herein by reference and made a part of this Agreement. In case of any conflicts between the request for proposals and the proposal of the Consultant, the requirements of the executed Consultant/Services Agreement shall control unless a change thereto is specifically stated in this Agreement.

.

4. Changes to Work and/or Compensation. No change in the Scope of Work, Compensation or terms contained in this Agreement shall be made except as authorized in advance in writing by Change Order approved by the City and Consultant. The Consultant shall make any and all changes in the Work without invalidating this Agreement when specifically ordered to do so by written Change Order approved by the City and Consultant in advance of the Work being performed. Consultant, prior to the commencement of such changed or revised Work or request for compensation in excess of the Basic Compensation, shall promptly submit to the City a written cost or credit proposal for such changed or revised Work or additional compensation. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or compensation to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. The City reserves the right to suspend Work of the Consultant upon written notification from the City if the City and Consultant are not able to agree as to matters of scope and compensation for changes to the Work.

5. Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend, indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, in any way arising from consultant's breach of the Agreement or out of services and/or operations negligently performed hereunder by the Consultant, including the City's reliance on or use of the services or products provided by the Consultant under the terms of this Agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. Consultant's sole remedy against the City for any claimed breach shall be limited to specific performance of the Agreement, including payment not to exceed the lawfully due compensation, but in no event shall the City be liable for or subject to any claim for damages, costs or attorneys' fees arising from this Agreement.

6. Insurance. Consultant shall furnish the City the certificates of insurance for workers' compensation, public liability, and property damage, including automobile coverage in the amounts

specified by the City in the request for proposals, if any, otherwise in the amounts stated on Attachment D. The policies of insurance shall be in such form and shall be issued by such company or companies as may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

In addition to the foregoing, the Consultant shall maintain Professional Liability "errors and omissions" insurance in the form for the coverages satisfactory to City as indicated in the request for proposals, if any, otherwise as stated on attached Attachment D, but in no event less than the City's sovereign immunity limits as established by RSMo. §537.610, as adjusted from time to time. The City and Consultant waive all rights against each other for damages caused by fire or other perils to the extent covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Nothing in this Agreement, or the provision of insurance, shall be deemed a waiver of sovereign immunity by the City.

7. Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly . The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

8. Accounting. During the period of this Agreement, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Agreement in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

9. Reimbursable Expenses. Expenses of the Consultant that are directly attributable to the performance of the Agreement that are in addition to the Basic Compensation, such as reproduction charges, travel expenses, long distance phone calls, mileage, and sub-contractors, are to be set forth in a schedule of reimbursable fees and rates as part of the Agreement. Consultant personnel labor rate expenses for time while traveling in performance of the Agreement do not qualify as reimbursable expenses.

10. Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

11. Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

12. Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and any deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and work product of the Consultant created in performance of or relating to this Agreement. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the work product.

13. Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

14. **Termination**. The City shall have the right to terminate the Agreement at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Agreement an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Work performed and accepted. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

15. Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, worker eligibility, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Agreement.

16. Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Agreement.

17. Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Agreement. The parties agree the Agreement represents the entire agreement between the parties.

18. Amendments. This Agreement may be amended only by written agreement signed by the parties.

19. Governing Law. The interpretation of and performance under this Agreement shall be governed by the laws of the state of Missouri, without regard to choice of law principles.

20. Severability. If any provisions of this Agreement shall be found to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect and be construed to effectuate the intent of the parties.

21. Notice. Any notice or written communication required or permitted hereunder shall be sent to the parties via United States mail, certified return receipt requested, or via facsimile, to the respective addresses and numbers on file. Any notice so given shall be deemed effective on the date shown on the receipt thereof.

22. Good Faith. The parties shall act in good faith in the performance of their obligations hereunder.

23. Prevailing Party. If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

24. Non-Waiver. The failure of either party to enforce any of its rights hereunder shall not act as a waiver of that or any other right possessed by such party under this Agreement.

25. Authorization to Enter into Agreement. Each party hereunder represents to the other that it is duly organized, validly existing and in good standing under the laws of its state of incorporation or formation; the execution, delivery and performance of this Agreement by such party has been duly

authorized by all necessary and appropriate action; and, this Agreement constitutes a valid and binding obligation of such party, enforceable against such party in accordance with the terms hereof.

26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement that is binding upon both parties hereto, notwithstanding that all parties are not signatories to the same counterpart. This Agreement may be delivered by facsimile or electronic mail transmission. This Agreement shall be considered to have been executed by a party, if there exists a photocopy, facsimile copy, electronic copy, or a photocopy of a facsimile or electronic copy of an original hereof or of a counterpart hereof which has been signed by such party. Any photocopy, facsimile copy, electronic copy or photocopy of a facsimile copy of this Agreement or any counterpart hereof shall be admissible into evidence in any proceeding as though the same was an original.

27. Other Special Provisions. The special provisions set forth on Attachments C and D are incorporated herein by reference, and made a part hereof.

Attachment B

MURPHY
SINCE 1907
MECHANICAL CONSTRUCTION MAINTENANCE SERVICE DESIGN
A CENTURY OF SOLUTIONS

1233 North Price Road
St. Louis, MO 63132-2303
phone 314-997-6600
fax 314-997-4536

PROPOSAL

2016Q1343

SERVICE AGREEMENT FOR

PREVENTATIVE MAINTENANCE

BETWEEN MURPHY COMPANY AND

City Of Wildwood
16860 Main Street
Wildwood, MO 63040

CONTACT: Mr. Ryan Thomas

FOR THE PROPERTY

City Of Wildwood
16860 Main Street
Wildwood, MO 63040

MURPHY
SINCE 1907

INSPECTION CONTRACT

Under this contract Murphy will regularly inspect the Covered Equipment 4 times per year, and on each inspection perform all services per the attached inspection list(s), and furnish Customer with a copy of the Preventative Maintenance Report showing what service was performed and indicating what repairs, if any, are necessary or advisable.

Murphy will improve or repair equipment, upon proper authorization from Customer, with 10% discount on all parts.

EQUIPMENT LIST

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

EXCLUSIONS

We shall not be liable for any damages caused by obsolescence or Acts of God, or any special, incidental or consequential damages resulting from the use of the equipment specified herein during the term of this Agreement, except for personal injuries to service personnel caused by maintenance and servicing procedures.

Customer's Initials _____

MURPHY
SINCE 1907

SCOPE OF SERVICE

Murphy Company (hereafter referred to as "Murphy") and City Of Wildwood (hereafter referred to as "Customer") agree Preventative Maintenance Services, will be provided by Murphy at the Customer's facility. This Service Agreement, the Equipment List, General Terms and Conditions, and any inspection checklists attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and Murphy.

TERM/AUTOMATIC RENEWAL

This Agreement takes effect on 01/01/16 and will continue through 12/31/16 ("Original Term"). The Original Term and any renewal periods are sometimes collectively referred to in this Agreement as the "Term". This Agreement will automatically renew on a year-to-year basis after the Original Term ends, unless the Customer or Murphy gives the other written notice it does not want to renew. The notice must be delivered at least forty-five (45) days prior to the end of the Original Term, or of any renewal period, to prevent the automatic renewal. Murphy will provide Customer with notice of any adjustments to the Price and Payment Terms of this Agreement applicable to a renewal period no later than sixty (60) days prior to the commencement of such renewal period. Unless the Customer provides written notice to terminate this Agreement, the adjusted price shall be the price for the renewal period.

TERMINATION

Murphy and the Customer agree in the event either Party refuses or fails to perform its obligations under this Agreement in the manner specified herein, the affected Party must provide the other with written notice containing a detailed description of the alleged deficiency or breach within five (5) days of the alleged deficiency or breach. Should the Party alleged to be in breach of this Agreement fail to respond in writing to, or take action to cure the alleged deficiency or breach within ten (10) days of the written notice of same, the affected Party may terminate this Agreement for cause. In the event the Agreement is terminated for cause, Customer shall make payment to Murphy for all undisputed amounts owed within ten (10) days of the termination effective date. A Party's termination of this Agreement for cause shall be without prejudice to any other right or remedy.

PRICE AND PAYMENT TERMS

The total Contract Price for Murphy's Services during the 1st year of the Original Term is: $ 5,987.00 and will be payable as follows: $5,987.00 Annually All payments will be due and payable within thirty (30) days of the invoice date and such timely payment by Customer shall be a condition precedent to Murphy's obligation to perform its Services. A penalty of one and one half percent (1.5%) of the amount due per month shall accrue for payments received after the payment due date.

Type of Contract Inspection
Details of which are listed on Page 1.

Customer Acceptance: Company _____

Date _____ by _____

Title _____

Murphy Approval: Company Murphy Company

Date 01/20/16 by _____
Eric Gottschlich

Title Service Project Manager

Customer's Initials _____

MURPHY SINCE 1907

Equipment List

City Of Wildwood
16860 Main Street
Wildwood, MO 63040

QTY	Manufacturer	Model No.	Description	Location
1	Qmark		Electric Wall Heater	
1	Cook	120SQN-B	Exhaust Fan	Police Department
1	Cook	135SQN-B	Exhaust Fan	General Exhaust
1	Cook	120SQN-B	Exhaust Fan	Garage Exhaust
1	Cook	120SQN-B	Exhaust Fan	Elec./Mechanical Room
1	Cook	180SQN-B	AHU Return Air Fan	AHU-2
1	Cook	270SQN-B	AHU Relief Fan	AHU-3
1	Cook	270SQN-B	AHU Relief Fan	AHU-4
1	York	CGAM 60	Scroll Chiller	
1	B&G	1510-2BC	Chilled Water Pump	CHP-1
1	B&G	1510-2AC	Chilled Water Pump	HWP-1
1	B&G	80-2X2X7	Pump	BP-1
1	Lochinvar	KBN-501	Hot Water Boiler	
1	York	UHSA018S	Unit Heater	
1	York	UHSA018S	Unit Heater	
1	York	UHSA018S	Unit Heater	
1	York	UHSA018S	Unit Heater	
1	York		Air Handler Unit	Chambers
1	York		Air Handler Unit	Police
1	York		Air Handler Unit	East Wing
1	York		Air Handler Unit	West Wing
1	Titus		VAV Box	VAV 2-1
1	Titus		VAV Box	VAV 2-2
1	Titus		VAV Box	VAV 2-3
1	Titus		VAV Box	VAV 2-4
1	Titus		VAV Box	VAV 2-5
1	Titus		VAV Box	VAV 2-6
1	Titus		VAV Box	VAV 2-7
1	Titus		VAV Box	VAV 2-8
1	Titus		VAV Box	VAV 2-9
1	Titus		VAV Box	VAV 2-10
1	Titus		VAV Box	VAV 3-1
1	Titus		VAV Box	VAV 3-2
1	Titus		VAV Box	VAV 3-3A
1	Titus		VAV Box	VAV 3-3B
1	Titus		VAV Box	VAV 3-4
1	Titus		VAV Box	VAV 3-5
1	Titus		VAV Box	VAV 3-6A
1	Titus		VAV Box	VAV 3-6B
1	Titus		VAV Box	VAV 3-7
1	Titus		VAV Box	VAV 3-8A
1	Titus		VAV Box	VAV 3-8B
1	Titus		VAV Box	VAV 4-1A
1	Titus		VAV Box	VAV 4-1B
1	Titus		VAV Box	VAV 4-2
1	Titus		VAV Box	VAV 4-3

Customer's Initials _____

Equipment List

1	Titus	VAV Box	VAV 4-4
1	Titus	VAV Box	VAV 4-5
1	Titus	VAV Box	VAV 4-6
1	Titus	VAV Box	VAV 4-7
1	Titus	VAV Box	VAV 4-8
1	Titus	VAV Box	VAV 4-9

Customer's Initials _____

PREVENTIVE MAINTENANCE REPORT

MURPHY
SINCE 1907

Work Order # _____
Job Name: City Of Wildwood
Location: 16860 Main Street
Date: _____

SEE BUILDING MANAGER OR PHONE
CHECK CRANKCASE HEATER
CHECK ELECTRICAL CONNECTIONS
CHECK FOR REFRIGERATION LEAKS
CHECK REFRIGERATION CHARGE
CHECK OIL LEVEL IN COMPRESSOR
CHECK EVAP. MOTOR AMPS
CHECK COND. MOTOR AMPS
CHECK/RECORD THE FOLLOWING:
- COMPRESSOR VOLTAGE
- COMPRESSOR AMPS
- OUTDOOR TEMPERATURE
- INDOOR AIR TEMPERATURE
- TEMP IN AND OUT OF CONDENSER
- TEMP IN AND OUT OF EVAPORATOR
- SUCTION PRESSURE
- DISCHARGE PRESSURE

OIL MOTORS
GREASE BEARINGS

CHECK BELT ALIGNMENT AND TENSION
REPLACE BELTS
CHECK EVAPORATOR COIL
CHECK/CLEAN CONDENSER COIL
CHECK FURNACE/BOILER CONTROL OPERATION
CHECK PILOT AND BURNER OPERATION
CHECK HEAT EXCHANGER
CHECK FLUE
CHECK EXPANSION TANKS
BLOW DOWN PNEUMATIC AIR TANK
CHECK REFRIG. AIR DRYER
CHECK/CHANGE AIR FILTERS
CHECK/CHANGE OIL IN AIR COMP
CHECK EXHAUST FANS IN MECH RM & GARAGE
CHECK HUMIDIFIER
CHECK COOLING TOWER OPERATION
CHECK CONDENSATE PAN AND DRAIN
MAKE NOTATION IN LOG BOOK

COMP # STAGE	UNIT MODEL #	SUCTION PRESSURE	DISCHARGE PRESSURE	NET OIL PRESSURE	REFRIG. TYPE	VOLTAGE	AMPERAGE	PHASE

OUTDOOR AIR TEMP _____
INDOOR AIR TEMP _____
EVAP. AIR TEMP IN _____ OUT _____

COND. AIR/WATER TEMP IN _____ OUT _____
CHILL WATER TEMP IN _____ OUT _____
HOT WATER TEMP IN _____ OUT _____

COMMENTS

_____
_____
_____
_____

TECHNICIAN _____

MURPHY
SINCE 1907

INSPECTION SCHEDULE

Inspection Information

City Of Wildwood
16860 Main Street

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Service			X			X			X			X
Filters												

MURPHY
SINCE 1907

INSPECTION CHECKLISTS ATTACHED

- [ ] Air Conditioning System
- [x] Air Handler
- [x] Boiler
- [ ] Chiller
- [ ] Computer Room A/C Unit
- [ ] Cooling Tower
- [ ] Data Center Cleaning
- [ ] Digital Management System
- [x] Exhaust Fan
- [ ] Fan/Blower System
- [ ] Fire Protection and Suppression
- [ ] Generator
- [ ] Heating System
- [ ] Packaged HVAC & Split Systems
- [x] Pump
- [ ] Reciprocating Chiller
- [x] Scroll Chiller
- [ ] Sealed Battery System
- [x] Unit Heater
- [ ] Variable Speed Control
- [ ] Vibration Analysis
- [ ] Water Cooled Air Conditioning Unit

MURPHY
SINCE 1907

INSPECTION CHECKLIST

AIR HANDLER

FREQUENCY:

- [ ] **Weekly**
- [ ] **Monthly**
- [x] **Quarterly**
- [ ] **Semi-annually**
- [ ] **Annually**
- [ ] **Other**

COVERAGE:

- [x] **Scheduled maintenance only**
- [ ] **Scheduled / unscheduled maintenance**
- [ ] **Repair materials**
- [ ] **24-hour response**

CENTRAL FAN SYSTEMS

- [ ] 1. Check and clean fan assembly.
- [ ] 2. Lubricate fan bearings per manufacturer's recommendations.
- [ ] 3. Lubricate motor bearings per manufacturer's recommendations.
- [ ] 4. Check belts and sheaves.
- [ ] 5. Tighten all nuts and bolts.
- [ ] 6. Check motor mounts and vibration pads, adjust as required.
- [ ] 7. Check motor operating conditions.
- [ ] 8. Inspect electrical connections and contactors.
- [ ] 9. Lubricate and adjust associated dampers and linkage.
- [ ] 10. Check fan operation.
- [ ] 11. Clean outside air intake screen.
- [ ] 12. Check drains and drain pans.
- [ ] 13. Check and clean strainers; check steam traps and hand valves.
- [ ] 14. Check filter advancing mechanism. Lubricate and adjust as required.
- [ ] 15. Inspect filters and change as per schedule.
- [ ] 16. Check heating and cooling coils.
- [ ] 17. Inspect humidifier.

SEMI-ANNUAL INSPECTION

- [ ] 1. Lubricate fan bearings per manufacturer's recommendations.
- [ ] 2. Lubricate motor bearings per manufacturer's recommendations.
- [ ] 3. Check belts and sheaves.
- [ ] 4. Clean outside air intake screen.
- [ ] 5. Check filter advancing mechanism. Lubricate and adjust as required.
- [ ] 6. Inspect filters.
- [ ] 7. Check heating and cooling coils.
- [ ] 8. Check humidifier.

ADDITIONAL SERVICES AVAILABLE

- [ ] 1. Ultrasonic check of motor and shaft bearings.

MURPHY
SINCE 1907

INSPECTION CHECKLIST

BOILER

FREQUENCY:

- [ ] **Weekly**
- [ ] **Monthly**
- [x] **Quarterly**
- [ ] **Semi-annually**
- [ ] **Annually**
- [ ] **Other**

COVERAGE:

- [x] **Scheduled maintenance only**
- [ ] **Scheduled / unscheduled maintenance**
- [ ] **Repair materials**
- [ ] **24-hour response**

PRE-SEASON INSPECTION

- [ ] 1. Inspect fireside of boiler and record condition.
- [ ] 2. Brush and vacuum soot and dirt from flues and combustion chamber.
- [ ] 3. Inspect firebrick and refractory for defects.
- [ ] 4. Visually inspect boiler pressure vessel for possible leaks and record condition.
- [ ] 5. Inspect and clean low-water cutoff.
- [ ] 6. Check hand valves and automatic feed equipment. Repeat and adjust as required.
- [ ] 7. Inspect, clean, and lubricate the burner and combustion control equipment.
- [ ] 8. Reassemble boiler.
- [ ] 9. Check burner sequence of operation and combustion air equipment.
- [ ] 10. Check fuel piping for leaks and proper support.
- [ ] 11. Clean boiler room.

MONTHLY OPERATING INSPECTION

- [ ] 1. Review owner's log. Log all operating conditions.
- [ ] 2. Inspect boiler and burner and make adjustments as required.
- [ ] 3. Test low-water cutoff and pressure relief valve.
- [ ] 4. Check operating and safety controls.
- [ ] 5. Review boiler operation with boiler operator.

SEASONAL START-UP

- [ ] 1. Review manufacturer's recommendations for boiler and burner start-up.
- [ ] 2. Check fuel supply.
- [ ] 3. Check auxiliary equipment operation.
- [ ] 4. Inspect burner, boiler, and controls prior to start-up.
- [ ] 5. Start burner, check operating controls. Test safety controls and pressure relief valve.
- [ ] 6. Perform combustion test and adjust burner for maximum efficiency.
- [ ] 7. Log all operating conditions.
- [ ] 8. Review operating procedures and owner's log with boiler operation.

SEASONAL SHUTDOWN

- [ ] 1. Review owner's log. Log all operating conditions.
- [ ] 2. Shut off burner and open electrical disconnect.
- [ ] 3. Close fuel supply valves.
- [ ] 4. Review boiler operation with boiler operator.

MURPHY
SINCE 1907

INSPECTION CHECKLIST

EXHAUST FAN

FREQUENCY:

- [ ] **Weekly**
- [ ] **Monthly**
- [ ] **Quarterly**
- [x] **Semi-annually**
- [ ] **Annually**
- [ ] **Other**

COVERAGE:

- [x] **Scheduled maintenance only**
- [ ] **Scheduled / unscheduled maintenance**
- [ ] **Repair materials**
- [ ] **24-hour response**

CONTROL

- [ ] 1. Check automatic dampers.

BLOWER FAN

- [ ] 1. Check loose or missing blades.
- [ ] 2. Check set screws.
- [ ] 3. Check and adjust intake louvers and linkage.

MOTOR

- [ ] 1. Check abnormal noise level.
- [ ] 2. Check end play.
- [ ] 3. Check amperage reading.
- [ ] 4. Lubricate (if applicable).
- [ ] 5. Adjust or replace belts (if applicable).
- [ ] 6. Couplings (if applicable).
- [ ] 7. Check motor connection.
- [ ] 8. Check pulleys and alignment.

MURPHY
SINCE 1907

INSPECTION CHECKLIST

PUMP

FREQUENCY:

- [ ] **Weekly**
- [ ] **Monthly**
- [X] **Quarterly**
- [ ] **Semi-annually**
- [ ] **Annually**
- [ ] **Other**

COVERAGE:

- [X] **Scheduled maintenance only**
- [ ] **Scheduled / unscheduled maintenance**
- [ ] **Repair materials**
- [ ] **24-hour response**

ANNUAL INSPECTION

- [ ] 1. Lubricate pump bearings per manufacturer's recommendations.
- [ ] 2. Lubricate motor bearings per manufacturer's recommendations.
- [ ] 3. Tighten all nuts and bolts. Check motor mounts and vibration pads. Replace and adjust as required.
- [ ] 4. Visually check pump alignment and coupling.
- [ ] 5. Check motor operating conditions.
- [ ] 6. Inspect electrical connections and contactors.
- [ ] 7. Check and clean strainers and check hand valves.
- [ ] 8. Inspect mechanical seals. Replace as required. Or inspect pump packing. Replace and adjust as required.
- [ ] 9. Verify gauges for accuracy.

SEMI-ANNUAL INSPECTION

- [ ] 1. Lubricate pump bearings per manufacturer's recommendations.
- [ ] 2. Lubricate motor bearings per manufacturer's recommendations.
- [ ] 3. Check suction and discharge pressures.
- [ ] 4. Check packing or mechanical seal.

ADDITIONAL SERVICES AVAILABLE

- [ ] 1. Ultrasonic check of motor and pump bearings.

MURPHY
SINCE 1907

INSPECTION CHECKLIST

CHILLER

FREQUENCY:

- [ ] **Weekly**
- [ ] **Monthly**
- [X] **Quarterly**
- [ ] **Semi-annually**
- [ ] **Annually**
- [ ] **Other**

COVERAGE:

- [X] **Scheduled maintenance only**
- [ ] **Scheduled / unscheduled maintenance**
- [ ] **Repair materials**
- [ ] **24-hour response**

PRE-SEASON INSPECTION

- [ ] 1. Check main starter and control panel.
- [ ] 2. Ultrasonic leak test.
- [ ] 3. Meg compressor motor and oil pump motor.
- [ ] 4. Check compressor crank case heater operation.
- [ ] 5. Check operation of purge unit.
- [ ] 6. Clean purge drum and oil separator.
- [ ] 7. Change oil in purge pump and oil separator.
- [ ] 8. Lubricate inlet vane linkage.
- [ ] 9. Check oil pump heater option.

SEASONAL START-UP

- [ ] 1. Review manufacturer's recommendation for start-up.
- [ ] 2. Check auxiliary equipment operation.
- [ ] 3. Check refrigerant and oil levels.
- [ ] 4. Check oil heater.
- [ ] 5. Check and test all operating and safety controls.
- [ ] 6. Start chilled water pump.
- [ ] 7. Start condenser water pump and cooling tower.
- [ ] 8. Start water chiller
- [ ] 9. Check purge unit operations.
- [ ] 10. Log all operating conditions after unit stabilizes.
- [ ] 11. Review operation procedures and owner's log with chiller operator.

OPERATIONAL INSPECTIONS

- [ ] 1. Review owner's log. Log all operating conditions.
- [ ] 2. Inspect chiller and make adjustments as required.
- [ ] 3. Check purge operation. Check site glass and drain non-condensibles from purge drum.
- [ ] 4. An oil sample should be take after startup for test lab analysis.
- [ ] 5. Review chiller operator.

ADDITIONAL SERVICES AVAILABLE VESSELS/EXCHANGERS

TUBE CLEANING

- [ ] 1. Remove vessel heads.
- [ ] 2. Inspect gaskets/"O" rings/sealing surfaces.
- [ ] 3. Mechanically clean tubes.
- [ ] 4. Clean sealing surfaces, install new gaskets/"O" rings.
- [ ] 5. Replace vessel heads.

OIL ANALYSIS

- [ ] 1. Obtain oil sample for analysis.

TUBE ANALYSIS

- [ ] 1. Perform Eddy Current analysis.

VIBRATION ANALYSIS

- [ ] 1. Perform and record vibration signature analysis.

Gas Fired Unit Heaters
- Clean heat exchanger and gas burners.
- Check and test flue.
- Check heat exchanger for carbon, cracks or fatigue.
- Check gas pressure, combustion air fan operation, fuel air mixture, pilot ignition and signal.
- Inspect electrical connections, thermostat, contactors, and relays.
- Check operating temperatures and safety controls
- Cycle system and thermostat. Check for noise or vibration.
- Check hangers and supports.

Wall Heater
- Visually Inspect heater.
- Clean dirt and debris.
- Lubricate fan motors.
- Check for noise and vibration.
- Check mounting supports
- Check thermostat and all electrical controls.
- Check electrical connections and contactors for lose or burnt wires.
- Cycle equipment on and off with its operating controls.
- Check amp draw.
- Check heating air temperature.
- Check overall operation and safety of unit.

VAV Boxes
- Brush or vacuum grilles, coils, and fans.
- Measure and verify all control operations.
- Lube and adjust dampers and linkages.
- Measure and verify unit operating conditions.
- Measure and verify/tighten all mounting hardware.
- Measure and verify overall operation.
- Measure and verify electrical connections.
- Measure and verify operating controls.
- Measure and verify thermostat accuracy.
- Measure and verify hardware and gaskets.
- Check for noise and vibration.
- Check filter on fan terminals and replace according to contract.
- Check control connections (electronic, electric, or pneumatic).
- Check electrical heater fuses and electrical connections on electric reheat systems.
- Check hot water valve and controls on hot water reheat systems.
- Check connections to inlet and outlet ductwork.

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: Accord Building Services Date: 1/25/2016

Project: Wildwood Custodial Services Basic Compensation: $5,987/year

---

Phase of Work (Describe)	% of Total	Progress Payment
Quarterly Progress Payments		$1,496.75/quarter

Attachment D

Consultant Liability Insurance Requirements

The Consultant shall purchase and maintain in full force and effect the following insurance coverages with an insurance carrier acceptable to the City:

The policy(ies) shall be endorsed to cover the contractual liability of the Consultant under the General Conditions.

The Consultant and its Sub-consultants shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of $1,000,000*.

(b) Comprehensive General Liability and Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

(c) Comprehensive Automobile Liability, Bodily Injury

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each accident*

(d) Professional Liability

Including Death:	$500,000 each person*
	$3,000,000 each occurrence*
Property Damage:	$3,000,000 each occurrence*
	$3,000,000 aggregate*

The City's Protective policy shall name the City as the Insured. Certificates evidencing such insurance shall be furnished the City prior to Consultant commencing the Work on this project. The certificates must state “The City of Wildwood is an additional insured.”

* but not less than the sovereign immunity limits established by RSMo. 537.610 et seq.

WILDWOOD

January 25, 2016

Pursuant to Chapter 140, Section 140.050 of the Code of Ordinances of the City of Wildwood drafts and checks numbered 31360 through 31512 from the City of Wildwood Operating Account totaling $740,372.74 and check number 1281 from the Town Center Sewer Fund totaling $149,556.25 as listed on the attached pages have been approved by motion of the Council of the City of Wildwood.

_____
Mayor, City of Wildwood

ATTEST:

_____
City Clerk

VENDOR SET: 01 City of Wildwood

BANK: * ALL BANKS

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	1/12/2016			031393		
C-CHECK	VOID CHECK	V	1/25/2016			031478		
C-CHECK	VOID CHECK	V	1/25/2016			031479		
C-CHECK	VOID CHECK	V	1/25/2016			031497		
C-CHECK	VOID CHECK	V	1/25/2016			031498		
C-CHECK	VOID CHECK	V	1/25/2016			031499		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	6	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	6	0.00	0.00	0.00
BANK: * TOTALS:	6	0.00	0.00	0.00

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0001	ICMA							
I-457201601060529	457 DEF COMP	D	1/08/2016			000000		
10 2140	Plan 457 Withholding	457 DEF COMP		2,173.08				2,173.08
0001	ICMA							
I-457201601200530	457 DEF COMP	D	1/22/2016			000000		
10 2140	Plan 457 Withholding	457 DEF COMP		2,296.16				2,296.16
0946	EFTPS							
I-T1 201601060529	FEDERAL WITHHOLDING	D	1/08/2016			000000		
10 2120	Federal/FICA Withholding	FEDERAL WITHHOLDING		6,355.58				
I-T3 201601060529	FICA CONTRIBUTIONS	D	1/08/2016			000000		
10 2120	Federal/FICA Withholding	FICA CONTRIBUTIONS		3,632.42				
10 5-10-120-00	FICA & Medicare	FICA CONTRIBUTIONS		873.12				
10 5-20-120-00	FICA & Medicare	FICA CONTRIBUTIONS		361.80				
10 5-30-120-00	FICA & Medicare	FICA CONTRIBUTIONS		423.00				
10 5-40-120-00	FICA & Medicare	FICA CONTRIBUTIONS		143.92				
10 5-50-120-00	FICA & Medicare	FICA CONTRIBUTIONS		1,108.28				
10 5-70-120-00	FICA & Medicare	FICA CONTRIBUTIONS		722.30				
I-T4 201601060529	MEDICARE CONTRIBUTIONS	D	1/08/2016			000000		
10 2120	Federal/FICA Withholding	MEDICARE CONTRIBUTIO		849.51				
10 5-10-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		204.20				
10 5-20-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		84.61				
10 5-30-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		98.93				
10 5-40-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		33.66				
10 5-50-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		259.19				
10 5-70-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		168.92				15,319.44
0946	EFTPS							
I-T1 201601200530	FEDERAL WITHHOLDING	D	1/22/2016			000000		
10 2120	Federal/FICA Withholding	FEDERAL WITHHOLDING		7,039.59				
I-T3 201601200530	FICA CONTRIBUTIONS	D	1/22/2016			000000		
10 2120	Federal/FICA Withholding	FICA CONTRIBUTIONS		3,739.14				
10 5-10-120-00	FICA & Medicare	FICA CONTRIBUTIONS		951.42				
10 5-20-120-00	FICA & Medicare	FICA CONTRIBUTIONS		246.01				
10 5-30-120-00	FICA & Medicare	FICA CONTRIBUTIONS		326.30				
10 5-40-120-00	FICA & Medicare	FICA CONTRIBUTIONS		246.46				
10 5-50-120-00	FICA & Medicare	FICA CONTRIBUTIONS		1,140.01				
10 5-70-120-00	FICA & Medicare	FICA CONTRIBUTIONS		828.94				
I-T4 201601200530	MEDICARE CONTRIBUTIONS	D	1/22/2016			000000		
10 2120	Federal/FICA Withholding	MEDICARE CONTRIBUTIO		874.44				
10 5-10-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		222.50				
10 5-20-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		57.53				
10 5-30-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		76.31				
10 5-40-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		57.64				
10 5-50-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		266.60				
10 5-70-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		193.86				16,266.75

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0946	EFTPS							
I-T1 201601200532	FEDERAL WITHHOLDING	D	1/23/2016			000000		
10 2120	Federal/FICA Withholding	FEDERAL WITHHOLDING		708.70				
I-T3 201601200532	FICA CONTRIBUTIONS	D	1/23/2016			000000		
10 2120	Federal/FICA Withholding	FICA CONTRIBUTIONS		301.20				
10 5-10-120-00	FICA & Medicare	FICA CONTRIBUTIONS		142.23				
10 5-20-120-00	FICA & Medicare	FICA CONTRIBUTIONS		79.49				
10 5-30-120-00	FICA & Medicare	FICA CONTRIBUTIONS		79.48				
I-T4 201601200532	MEDICARE CONTRIBUTIONS	D	1/23/2016			000000		
10 2120	Federal/FICA Withholding	MEDICARE CONTRIBUTIO		70.44				
10 5-10-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		33.26				
10 5-20-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		18.59				
10 5-30-120-00	FICA & Medicare	MEDICARE CONTRIBUTIO		18.59				1,451.98
0334	AFLAC							
I-239239	Employee Voluntary Insurance	R	1/04/2016			031360		
10 2050	Employee W/holding Payable	Employee Voluntary I		326.92				326.92
0213	AMERICAN PLANNING ASSOC.							
I-2016	2016 Dues	R	1/04/2016			031361		
10 5-50-204-00	Dues/Memberships	Dues - Newberry		645.00				645.00
1435	ARAMARK REFRESHMENT SERVICES							
I-5767748	CoffeeMate	R	1/04/2016			031362		
10 5-10-266-00	Supplies-General	CoffeeMate		14.58				14.58
2106	ARAMARK UNIFORM SERVICES, INC.							
I-452-0603130	Mat Cleaning	R	1/04/2016			031363		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		165.82				165.82
0410	BALLWIN SINCLAIR AUTO							
I-028129	08 Chevy Oil/Wipers	R	1/04/2016			031364		
10 5-50-224-00	Maintenance-Vehicles	08 Chevy Oil/Wipers		54.45				54.45
1788	BENEFLEX, INC.							
I-93193	HRA/FSA Fees	R	1/04/2016			031365		
10 5-10-140-00	Employee Benefits (125)	HRA/FSA Fees		40.00				
10 5-20-140-00	Employee Benefits (125)	HRA/FSA Fees		15.00				
10 5-30-140-00	Employee Benefits (125)	HRA/FSA Fees		15.00				
10 5-40-140-00	Employee Benefits (125)	HRA/FSA Fees		4.50				
10 5-50-140-00	Employee Benefits (125)	HRA/FSA Fees		40.50				
10 5-70-140-00	Employee Benefits (125)	HRA/FSA Fees		29.50				144.50

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0257	CONGRESS FOR NEW URBANISM							
I-2016	Membership Dues (4)	R	1/04/2016			031366		
10 5-50-204-00	Dues/Memberships	Membership Dues (4)		780.00				780.00
0961	DELTA DENTAL OF MISSOURI							
I-Jan 2016	January Dental Insurance	R	1/04/2016			031367		
10 5-10-140-00	Employee Benefits (125)	January Dental Insur		556.76				
10 5-20-140-00	Employee Benefits (125)	January Dental Insur		125.24				
10 5-30-140-00	Employee Benefits (125)	January Dental Insur		187.86				
10 5-40-140-00	Employee Benefits (125)	January Dental Insur		125.24				
10 5-50-140-00	Employee Benefits (125)	January Dental Insur		823.20				
10 5-70-140-00	Employee Benefits (125)	January Dental Insur		633.59				2,451.89
0154	MISSOURI MUNICIPAL LEAGUE							
I-300004831	204 Dues	R	1/04/2016			031368		
10 5-20-204-00	Dues/Memberships	204 Dues		3,951.70				3,951.70
0191	MOPERM							
I-127628	Auto & Liability Insurance	R	1/04/2016			031369		
10 5-10-212-00	Insurance	Auto & Liability Ins		1,359.75				
10 1420	Prepaid Insurance	Auto & Liability Ins		14,957.25				16,317.00
1536	MUTUAL OF OMAHA							
I-000456720940	January Life & Disabiltiy Ins	R	1/04/2016			031370		
10 5-10-142-00	Insurance (Life & Disability)	January Life & Disab		227.59				
10 5-20-142-00	Insurance (Life & Disability)	January Life & Disab		95.15				
10 5-30-142-00	Insurance (Life & Disability)	January Life & Disab		95.37				
10 5-40-142-00	Insurance (Life & Disability)	January Life & Disab		58.44				
10 5-50-142-00	Insurance (Life & Disability)	January Life & Disab		320.30				
10 5-70-142-00	Insurance (Life & Disability)	January Life & Disab		220.10				
10 2050	Employee W/holding Payable	January Life & Disab		507.60				1,524.55
0578	PILLSBURY MARKETING							
I-54929	Knit Hats	R	1/04/2016			031371		
10 5-10-201-00	Community Relations	Knit Hats		710.00				710.00
2039	PORTABLE WATER CLOSET, LLC							
I-10033	Facility Rental	R	1/04/2016			031372		
10 5-40-262-00	Service Contracts	Facility Rental		430.00				
10 5-40-208-00	Equipment Leasing	Facility Rental		1,190.00				1,620.00
0049	REJIS COMMISSION							
I-INV0045620	Sub Fee/Access/Firewall	R	1/04/2016			031373		
10 5-30-250-00	Internet Connection	Sub Fee/Access/Firew		252.64				252.64

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1837	ROCKWOOD SCHOOL DISTRICT							
I-7288	LaSalle Springs Middle School	R	1/04/2016			031374		
10 5-40-230-00	Miscellaneous	LaSalle Springs Midd		292.50				292.50
1339	SCHMITTEL'S NURSERY							
I-126803	Norway Spruce	R	1/04/2016			031375		
19 5-10-500-09	Landscape Enhancements	Norway Spruce		850.00				850.00
1120	ST LOUIS BUSINESS JOURNAL							
I-2016	Subscription	R	1/04/2016			031376		
10 5-10-246-00	Publications	Subscription		177.15				177.15
0267	ST LOUIS CTY MUNI LEAGUE							
I-01/14/2016	Legislative Reception (5)	R	1/04/2016			031377		
10 5-20-270-00	Training	Legislative Receptio		175.00				175.00
0869	STAPLES BUSINESS ADVANTAGE							
I-8037309901	Office Supplies	R	1/04/2016			031378		
10 5-10-268-00	Supplies-Office	Office Supplies		394.12				394.12
0917	STRATUS BUILDING SOLUTIONS INC							
I-834944-4854	Clean CH, PD, & OP School	R	1/04/2016			031379		
10 5-10-220-00	Maintenance-Building	Clean CH, PD, & OP S		1,550.00				
10 5-40-220-00	Maintenance - Building	Clean CH, PD, & OP S		150.00				
10 5-60-350-02	Contractual Cleaning	Clean CH, PD, & OP S		650.00				2,350.00
2251	COURTNEY TALLMAN, CSR, RPR							
I-12/22/2015	Reporter - BOA Meeting	R	1/04/2016			031380		
10 5-50-350-00	Contractual Services	Reporter - BOA Meeti		133.75				133.75
0010	RYAN S. THOMAS							
I-1/4/16	Travel Reimbursement	R	1/04/2016			031381		
10 5-10-274-00	Travel	Travel Reimbursement		73.60				73.60
1771	THROTTLENET INC.							
I-51002	Network/Cloud Management	R	1/04/2016			031382		
10 5-10-350-00	Contractual Services	Network/Cloud Manage		5,177.00				5,177.00
0704	UNITED HEALTHCARE INSURANCE CO							
I-C0039427622	January Health Insurance	R	1/04/2016			031383		
10 5-10-140-00	Employee Benefits (125)	January Health Insur		5,956.40				
10 5-20-140-00	Employee Benefits (125)	January Health Insur		855.59				
10 5-30-140-00	Employee Benefits (125)	January Health Insur		2,178.93				
10 5-40-140-00	Employee Benefits (125)	January Health Insur		2,001.20				
10 5-50-140-00	Employee Benefits (125)	January Health Insur		8,323.88				
10 5-70-140-00	Employee Benefits (125)	January Health Insur		6,300.84				
10 2050	Employee W/holding Payable	January Health Insur		71.99				25,688.83

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1322	VOICEPRO, INC.							
I-11750	Holiday Programming	R	1/04/2016			031384		
10 5-10-282-00	Utilities-Telephone	Holiday Programming		125.00				125.00
1435	ARAMARK REFRESHMENT SERVICES							
I-2066755	Coffee	R	1/12/2016			031385		
10 5-10-266-00	Supplies-General	Coffee		351.95				351.95
2106	ARAMARK UNIFORM SERVICES, INC.							
I-452-0628146	Mat Cleaning	R	1/12/2016			031386		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		165.82				165.82
0568	ASCAP							
I-500579557-2016	ASCAP	R	1/12/2016			031387		
10 5-40-350-00	Contractual Services	ASCAP		336.00				336.00
1609	AT&T MOBILITY							
I-12282015	Parks Signs	R	1/12/2016			031388		
10 5-40-282-00	Utilities-Telephone	Parks Signs		131.52				131.52
0865	CHARTER COMMUNICATIONS							
I-1/1/16	Internet & Spec Bus TV	R	1/12/2016			031389		
10 5-60-285-00	Utilities - Cable TV	Internet & Spec Bus		66.98				
10 5-10-250-00	Internet Connection	Internet & Spec Bus		180.47				247.45
0073	CHESTERFIELD MINUTEMAN							
I-35570	Dater Stamp	R	1/12/2016			031390		
10 5-10-242-00	Printing Expense	Dater Stamp		90.50				
I-35577	Bus Cards - Johnson	R	1/12/2016			031390		
10 5-50-242-00	Printing Expense	Bus Cards - Johnson		83.00				173.50
0677	CITY OF BALLWIN							
I-20	Lafayette Older Adult Prg	R	1/12/2016			031391		
10 5-40-350-00	Contractual Services	Lafayette Older Adul		600.00				600.00
0423	COMMERCE BANK							
C-774128	PA Deposit Return	R	1/12/2016			031392		
10 5-40-264-00	Meetings & Special Events	PA Deposit Return		10.00CR				
I-130664	Senator Meeting Snacks	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Senator Meeting Snac		44.32				
I-16127	Basecamp Software Monthly Fee	R	1/12/2016			031392		
10 5-50-350-00	Contractual Services	Basecamp Software Mo		50.00				
I-182956	CPR Training Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	CPR Training Lunch		263.34				
I-234546	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		40.00				
I-245832	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		40.00				
I-286058	Holiday Lunch	R	1/12/2016			031392		

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VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0423	COMMERCE BANK CONT							
I-286058	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		30.00				
I-440810	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		50.00				
I-44402	Welcome to WW Sign Supplies	R	1/12/2016			031392		
10 5-70-266-00	Supplies-General	Welcome to WW Sign S		299.28				
I-458270	HPC Meeting Refreshments	R	1/12/2016			031392		
10 5-50-740-00	Planning Commission	HPC Meeting Refreshm		188.54				
I-469857	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		86.00				
I-659223	Linked In Marketing	R	1/12/2016			031392		
10 5-10-201-00	Community Relations	Linked In Marketing		59.99				
I-685538	Adobe Monthly Charge	R	1/12/2016			031392		
10 5-50-293-00	Computer System Under $5K	Adobe Monthly Charge		99.98				
I-700220	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		40.00				
I-705351	Items for Parks Fuction	R	1/12/2016			031392		
10 5-40-264-00	Meetings & Special Events	Items for Parks Fuct		59.92				
I-754000	Senator Meeting Snacks	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Senator Meeting Snac		13.97				
I-772049	PA Rental	R	1/12/2016			031392		
10 5-40-264-00	Meetings & Special Events	PA Rental		85.00				
I-789054	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		40.00				
I-804430	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		21.37				
I-887335	Ink Cartridge Postage Machine	R	1/12/2016			031392		
10 5-10-268-00	Supplies-Office	Holiday Lunch		219.00				
I-975327	Holiday Lunch	R	1/12/2016			031392		
10 5-10-264-00	Meetings & Special Events	Holiday Lunch		32.88				1,753.59
2056	DELUCA PLUMBING LLC							
I-16001-006	Repair Toilet & Faucet CH	R	1/12/2016			031394		
10 5-10-220-00	Maintenance-Building	Repair Toilet & Fauc		732.00				
I-16001-007	Replace Toilet Sensor	R	1/12/2016			031394		
10 5-10-220-00	Maintenance-Building	Replace Toilet Senso		693.00				1,425.00
1914	DODGE MOVING & STORAGE, INC.							
I-M2003H	December Storage	R	1/12/2016			031395		
10 5-10-211-00	Records Storage	December Storage		76.40				76.40
0996	DOWCO ENTERPRISES, INC.							
I-80311	OP Fertilization 7	R	1/12/2016			031396		
10 5-40-350-01	Park Maintenance	OP Fertilization 7		107.00				
I-80687	Fertilization 7 AP	R	1/12/2016			031396		
10 5-40-350-01	Park Maintenance	Fertilization 7 AP		110.33				217.33

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2019	GENERAL CODE LLC							
I-C0020189	Annual Maintenance Fee	R	1/12/2016			031397		
10 5-20-330-00	Codification Costs	Annual Maintenance F		1,195.00				1,195.00
1781	HOME CITY ICE COMPANY							
I-10182971	Box Rent	R	1/12/2016			031398		
10 5-40-266-00	Supplies-General	Box Rent		250.00				250.00
0776	HOME DEPOT CREDIT SERVICE							
I-70429	Heaters PW & Planning	R	1/12/2016			031399		
10 5-70-266-00	Supplies-General	Heaters PW		39.97				
10 5-50-266-00	Supplies-General	Heaters PW & Plannin		159.88				
10 5-10-266-00	Supplies-General	Holiday Lights		493.07				692.92
2371	JANET & JIM KLADNEY							
I-Garden Escrow Rfd	Garden Escrow Refund	R	1/12/2016			031400		
20 2230	P & Z Escrow	Garden Escrow Refund		25.00				
I-Garden Refund	Refund 2015 Garden Plot Fee	R	1/12/2016			031400		
10 4-07-984-00	Community Garden Revenue	Refund 2015 Garden P		25.00				50.00
0077	KWIK COURIER SYSTEMS							
I-12/31/2015	Courier Service	R	1/12/2016			031401		
10 5-50-230-00	Miscellaneous	Courier Service		35.00				
10 5-10-230-00	Miscellaneous	Courier Service		81.40				116.40
2372	LIFESTYLE CONSTRUCTION LLC							
I-GP 15-027	Release GP 15-027	R	1/12/2016			031402		
20 2230	P & Z Escrow	Release GP 15-027		1,000.00				1,000.00
1092	MERIDIAN WASTE SERVICES							
I-61501439	505 Washington Flood Debris	R	1/12/2016			031403		
10 5-50-263-00	Abatements	505 Washington Flood		571.68				
I-61700011	101 Grand Flood Debris	R	1/12/2016			031403		
10 5-50-263-00	Abatements	101 Grand Flood Debr		35.00				606.68
0429	METRO MAYORS OF THE ST LOUIS R							
I-2016	Mayor Membership	R	1/12/2016			031404		
10 5-20-204-00	Dues/Memberships	Mayor Membership		350.00				350.00
0898	MISSOURI LAWYERS MEDIA							
I-742529071	Public Hearing Notice	R	1/12/2016			031405		
10 5-20-244-00	Public Notices	Public Hearing Notic		96.28				96.28

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1315	MORRISON LAW FIRM							
I-2010567	Strecker Forest	R	1/12/2016			031406		
10 5-10-315-00	Litigation Contingencies	Strecker Forest		480.00				480.00
0145	OFFICE ESSENTIALS INC.							
I-CIV0219103	Office Supplies	R	1/12/2016			031407		
10 5-10-268-00	Supplies-Office	Office Supplies		206.54				206.54
0578	PILLSBURY MARKETING							
I-54932	Finisher Medals for Event	R	1/12/2016			031408		
10 5-40-269-00	Supplies - Recreation	Finisher Medals for		2,038.36				2,038.36
1452	PREMIER RENTALS							
I-71382	Holiday Party	R	1/12/2016			031409		
10 5-10-264-00	Meetings & Special Events	Holiday Party		80.00				80.00
2160	RICOH USA, INC.							
I-5039877787	Addl Images	R	1/12/2016			031410		
10 5-10-262-00	Service Contracts/Rental	Addl Images		1,379.34				1,379.34
0090	SAM'S CLUB/GECRB							
I-151217	Office Supplies	R	1/12/2016			031411		
10 5-10-268-00	Supplies-Office	Office Supplies		93.32				93.32
0166	SCI ENGINEERING, INC.							
I-GP 15-069	GP 15-069 Release	R	1/12/2016			031412		
20 2230	P & Z Escrow	GP 15-069 Release		1,000.00				1,000.00
0468	ST LOUIS COUNTY TREASURER							
I-81035	Water Testing	R	1/12/2016			031413		
10 5-50-350-00	Contractual Services	Water Testing		30.00				30.00
0853	ST LOUIS COUNTY TREASURER							
I-81154	Mental Health Court	R	1/12/2016			031414		
10 5-30-294-00	Mental Health Court	Mental Health Court		600.00				600.00
0869	STAPLES BUSINESS ADVANTAGE							
I-8037457762	Office Supplies	R	1/12/2016			031415		
10 5-10-266-00	Supplies-General	Office Supplies		169.40				169.40
2373	MICHELLE SWIMS							
I-GP 13-032	GP 13-032 Release	R	1/12/2016			031416		
20 2230	P & Z Escrow	GP 13-032 Release		1,000.00				1,000.00

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1133	TECH ELECTRONICS, INC.							
I-I160101050	Central Monitoring	R	1/12/2016			031417		
10 5-10-220-00	Maintenance-Building	Central Monitoring		300.00				300.00
0932	TYLER TECHNOLOGIES, INC.							
I-025-143306	PO/AcuServer Maintence 2016	R	1/12/2016			031418		
10 5-10-262-00	Service Contracts/Rental	PO/AcuServer Mainten		2,530.09				2,530.09
1322	VOICEPRO, INC.							
I-11831	Install & Update Phone Sy	R	1/12/2016			031419		
10 5-10-282-00	Utilities-Telephone	Install & Update Pho		1,613.25				1,613.25
0539	WINDSTREAM							
I-15052426	Phone Service	R	1/12/2016			031420		
10 5-10-282-00	Utilities-Telephone	Phone Service		180.67				
10 5-20-282-00	Utilities-Telephone	Phone Service		60.22				
10 5-30-282-00	Utilities-Telephone	Phone Service		60.22				
10 5-40-282-00	Utilities-Telephone	Phone Service		40.15				
10 5-50-282-00	Utilities-Telephone	Phone Service		281.03				
10 5-70-282-00	Utilities-Telephone	Phone Service		160.59				782.88
0544	WORLD BIRD SANCTUARY							
I-20150440	Founders Day Eagle Display	R	1/12/2016			031421		
10 5-40-715-00	Founders Day	Founders Day Eagle D		330.00				330.00
0169	ENGELMEYER & PEZZANI, LLC							
I-12/16/2015	Trial Court 12/16/15	R	1/12/2016			031422		
10 5-30-102-00	Elected & Appointed Officials	Trial Court 12/16/15		400.00				400.00
2101	ADB COMPANIES, INC.							
I-SUP 15-104	Release SUP 15-104	R	1/20/2016			031423		
20 2230	P & Z Escrow	Release SUP 15-104		500.00				500.00
1907	MAUREEN ALBERS							
I-Garden Dep A-18	Garden Dep Refund A-18	R	1/20/2016			031424		
20 2230	P & Z Escrow	Garden Dep Refund A-		25.00				25.00
2006	AMEREN MISSOURI							
I-16620-45003 - 1/16	18301 Eagles Rest New Srv	R	1/20/2016			031425		
17 5-70-480-34	Rural Internet Access	18301 Eagles Rest Ne		4,377.64				4,377.64
2106	ARAMARK UNIFORM SERVICES, INC.							
I-452-0653283	Mat Cleaning	R	1/20/2016			031426		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		165.82				165.82

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2375	MARGIE BENNETT							
I-Garden Rfd A-7	Garden Escrow Refund A-7	R	1/20/2016			031427		
20 2230	P & Z Escrow	Garden Escrow Refund		25.00				25.00
2158	BETTER LIFE (ECOLOGY LLC)							
I-11144	Cleaning Supplies	R	1/20/2016			031428		
10 5-10-266-00	Supplies-General	Cleaning Supplies		234.09				234.09
1738	BIG RIVER RUNNING COMPANY							
I-1/20/16	Timing Service for Race	R	1/20/2016			031429		
10 5-40-269-00	Supplies - Recreation	Timing Service for R		300.00				300.00
2376	TIMOTHY CANTRELL							
I-gp 15-066	Release GP 15-066	R	1/20/2016			031430		
20 2230	P & Z Escrow	Release GP 15-066		1,000.00				1,000.00
0073	CHESTERFIELD MINUTEMAN							
I-35571	Master Plan postcards	R	1/20/2016			031431		
10 5-50-745-00	Master Plan Update	Master Plan postcard		1,734.96				1,734.96
2232	COCA-COLA REFRESHMENTS							
I-3868123308	Event Beverages	R	1/20/2016			031432		
10 5-40-269-00	Supplies - Recreation	Event Beverages		358.32				358.32
2379	DAN SMITH PLUMBING INC.							
I-SUP 15-108	Release SUP 15-108	R	1/20/2016			031433		
20 2230	P & Z Escrow	Release SUP 15-108		500.00				500.00
2377	JIM & JOANNE DESCHER							
I-Garden Refund	Garden Escrow Refund	R	1/20/2016			031434		
20 2230	P & Z Escrow	Garden Escrow Refund		25.00				25.00
2378	SHELBY DOBRICH							
I-1/14/16	Refund Dup Pmnt Froz Feet	R	1/20/2016			031435		
10 4-07-985-00	Parks & Recreation Revenue	Refund Dup Pmnt Froz		35.00				35.00
2380	EVERGREEN PROPERTIES, INC.							
I-GP 14-057	Release GP 14-057	R	1/20/2016			031436		
20 2230	P & Z Escrow	Release GP 14-057		1,000.00				1,000.00
0019	EXXONMOBIL BUSINESS							
I-583601	Vehicle Fuel	R	1/20/2016			031437		
10 5-50-224-00	Maintenance-Vehicles	Vehicle Fuel		215.71				
10 5-70-224-00	Maintenance-Vehicles	Vehicle Fuel		82.23				
10 5-40-224-00	Maintenance-Vehicles	Vehicle Fuel		49.60				347.54

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1672	FIDLAR TECHNOLOGIES INC.							
I-0445629-IN	Larado Usage - Dec	R	1/20/2016			031438		
10 5-50-350-00	Contractual Services	Larado Usage - Dec		100.00				100.00
2381	KATHY HOLTMAN							
I-Garden Rfd E-21	Garden Escrow Rfd E-21	R	1/20/2016			031439		
20 2230	P & Z Escrow	Garden Escrow Rfd E-		25.00				25.00
1373	INCREDIBLE ENGRAVINGS							
I-34691-1	Badge & Nameplate Amanda	R	1/20/2016			031440		
10 5-40-242-00	Printing	Badge & Nameplate Am		40.30				40.30
2382	KEYSTONE STAFFING RESOURCES							
I-215065	Temp Receptionist	R	1/20/2016			031441		
10 5-10-350-00	Contractual Services	Temp Receptionist		583.28				583.28
1793	LIBERTY OFFICE PRODUCTS							
I-463527	Office Supplies	R	1/20/2016			031442		
10 5-10-268-00	Supplies-Office	Office Supplies		334.47				
I-464405	Office Supplies	R	1/20/2016			031442		
10 5-10-268-00	Supplies-Office	Office Supplies		257.25				591.72
2383	T.J. LINDHORST							
I-Garden Rfd E-2	Garden Escrow Refund E-2	R	1/20/2016			031443		
20 2230	P & Z Escrow	Garden Escrow Refund		25.00				25.00
0187	MACA - MISSOURI ASSOCIATION FO							
I-2016	Dues Reust/Rechtin	R	1/20/2016			031444		
10 5-30-204-00	Dues/Memberships	Dues Reust/Rechtin		100.00				100.00
1092	MERIDIAN WASTE SERVICES							
I-61B00050	18538 Hardt 20Y Flood	R	1/20/2016			031445		
10 5-50-208-00	Equipment Leasing	18538 Hardt 20Y Floo		357.60				
I-61B00051	505 Washington 20Y Flood	R	1/20/2016			031445		
10 5-50-263-00	Abatements	505 Washington 20Y F		606.00				963.60
1903	MO DEPARTMENT OF NATURAL RESOU							
I-2016	Clean Wtr Permit	R	1/20/2016			031446		
18 5-70-480-21	Other Engineering Services	Clean Wtr Permit		250.00				250.00
0898	MISSOURI LAWYERS MEDIA							
I-742548014	Public Hearing Notice	R	1/20/2016			031447		
10 5-20-244-00	Public Notices	Public Hearing Notic		80.04				
I-742548016	Public Hearing Notice	R	1/20/2016			031447		
10 5-50-244-00	Public Notices	Public Hearing Notic		80.04				160.08

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1773	MSLACA							
I-2016	Dues Patti/Laura	R	1/20/2016			031448		
10 5-30-204-00	Dues/Memberships	Dues Patti/Laura		80.00				80.00
2384	JULIE PALMER							
I-Refund Frz Feet	Refund Frozen Feet Run	R	1/20/2016			031449		
10 4-07-985-00	Parks & Recreation Revenue	Refund Frozen Feet R		35.00				35.00
2039	PORTABLE WATER CLOSET, LLC							
I-10229	Facility Rental	R	1/20/2016			031450		
10 5-40-262-00	Service Contracts	Facility Rental		430.00				
10 5-40-208-00	Equipment Leasing	Facility Rental		1,190.00				
I-10230	Facility Rental	R	1/20/2016			031450		
10 5-40-208-00	Equipment Leasing	Facility Rental		295.00				1,915.00
1452	PREMIER RENTALS							
I-71382-1	Holiday Party	R	1/20/2016			031451		
10 5-10-264-00	Meetings & Special Events	Holiday Party		471.60				471.60
2370	RECDESK LLC							
I-INV-8955	RecDesk Subscription	R	1/20/2016			031452		
10 5-40-350-00	Contractual Services	RecDesk Subscription		3,480.00				3,480.00
1780	ROTOLITE OF ST. LOUIS, INC.							
I-2016	Ricoh 240 Plotter Serv Contr	R	1/20/2016			031453		
10 5-50-350-00	Contractual Services	Ricoh 240 Plotter Se		775.00				775.00
0177	SAFEGUARD BUSINESS SYSTEMS							
I-031189467	Checks	R	1/20/2016			031454		
10 5-10-242-00	Printing Expense	Checks		183.30				183.30
2220	SHRED-IT US JV LLC							
I-062823067	Document Destruction	R	1/20/2016			031455		
10 5-10-230-00	Miscellaneous	Document Destruction		95.00				95.00
0853	ST LOUIS COUNTY TREASURER							
I-81190	Prisoner Expense	R	1/20/2016			031456		
10 5-30-243-00	Prisoner Expense	Prisoner Expense		180.00				180.00
2242	TERRAIN RUNNERS - STL LLC							
I-2016-002	Reimburse Film Presentation	R	1/20/2016			031457		
10 5-40-264-00	Meetings & Special Events	Reimburse Film Prese		420.00				420.00

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1771	THROTTLENET INC.							
I-51546	Dell Computers (2)	R	1/20/2016			031458		
10 5-30-293-00	Computer System Under $5K	Dell Computers (2)		2,229.20				2,229.20
0822	WILDWOOD FAMILY YMCA							
I-10-2015	Membership Dues	R	1/20/2016			031459		
10 5-10-204-00	Dues/Memberships	Membership Dues		105.00				
I-Dec 2016	Membership Dues	R	1/20/2016			031459		
10 5-10-204-00	Dues/Memberships	Membership Dues		105.00				
I-Nov 2016	Membership Dues	R	1/20/2016			031459		
10 5-10-204-00	Dues/Memberships	Membership Dues		105.00				315.00
2385	SUE WOOLWEAVER							
I-Garden Rfd A-14	Refund Garden Escrow A-14	R	1/20/2016			031460		
20 2230	P & Z Escrow	Refund Garden Escrow		25.00				25.00
0544	WORLD BIRD SANCTUARY							
I-20160028	11/9 ECRP	R	1/20/2016			031461		
10 5-40-350-00	Contractual Services	11/9 ECRP		500.00				
I-20160029	11/10 Program	R	1/20/2016			031461		
10 5-40-350-00	Contractual Services	11/10 Program		500.00				1,000.00
2386	ED ZACHEIS							
I-Garden Rfd A-4	Garden Rfd A-4	R	1/20/2016			031462		
20 2230	P & Z Escrow	Garden Rfd A-4		25.00				25.00
2045	AIR MASTERS CORPORATION							
I-40018060	Replace Bearings	R	1/25/2016			031463		
10 5-10-220-00	Maintenance-Building	Replace Bearings		1,412.03				
I-40018115	Repair Leaking Boiler	R	1/25/2016			031463		
10 5-10-220-00	Maintenance-Building	Repair Leaking Boile		333.42				1,745.45
1135	BEELMAN LOGISTICS LLC							
I-471275	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		945.69				
I-471276	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		799.78				
I-472228	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		2,749.97				
I-472229	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		1,057.95				
I-472860	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		179.08				
I-473407	Salt	R	1/25/2016			031464		
10 5-70-350-33	Snow-Salt	Salt		307.66				6,040.13

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2286	BUESCHER FRANKENBERG ASSOCIATE							
I-5500-678-7	Wild Horse Creek Rd. Brid	R	1/25/2016			031465		
18 5-70-470-64	Wild Hrse Crk Brdg #392 DesignWild Horse Creek Rd.			6,529.45				6,529.45
2363	CBIZ HUMAN CAPITAL SERVICES							
I-224806	Compensation Study Cons.	R	1/25/2016			031466		
10 5-10-340-00	Consultant Costs	Compensation Study C		5,400.00				5,400.00
0150	CDG ENGINEERS, INC.							
I-5500-681-5	Strecker Brdg over Caulks	R	1/25/2016			031467		
18 5-70-470-67	Strecker Rd Bridge Design	Strecker Brdg over		7,940.77				7,940.77
0198	CITY OF CHESTERFIELD							
I-IN118545-92	Salt	R	1/25/2016			031468		
10 5-70-350-33	Snow-Salt	Salt		26,704.81				
I-ING5737-78	Salt	R	1/25/2016			031468		
10 5-70-350-33	Snow-Salt	Salt		4,747.74				31,452.55
1873	CITY OF UNIVERSITY CITY							
I-1/15/16	R.J. Scherr Cost Sharing	R	1/25/2016			031469		
10 5-10-340-00	Consultant Costs	R.J. Scherr Cost Sha		1,805.00				1,805.00
1591	CLEN INDUSTRIES, INC							
I-20443	Signs	R	1/25/2016			031470		
18 5-70-490-01	Asphalt Pavement Resurfacing	Signs		4,925.82				
I-20445	Flood Signs	R	1/25/2016			031470		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Signs		1,517.50				6,443.32
0759	COCHRAN							
I-5500-677-5	Consultant Services	R	1/25/2016			031471		
18 5-70-470-65	Bouquet Rd Brdg #353 Design	Consultant Services		10,507.39				10,507.39
0566	D & S FENCING CO. INC.							
I-9695	Community Park Entrance	R	1/25/2016			031472		
17 5-40-480-34	Kohn Park Repairs	Community Park Entra		23,600.00				23,600.00
0445	THE DESIGNERY SHOP							
I-15283	Wildwood Boundary Signs	R	1/25/2016			031473		
10 5-70-350-55	Traffic Control-Signs	Wildwood Boundary Si		1,816.00				1,816.00
2164	DOOR CONTROLS, INC.							
I-247806	CH Repairs	R	1/25/2016			031474		
10 5-10-220-00	Maintenance-Building	CH Repairs		255.00				255.00

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0996	DOWCO ENTERPRISES, INC.							
I-81072	Taylor Median Fert 7	R	1/25/2016			031475		
10 5-70-350-05	ROW Landscaping	Taylor Median Fert 7		103.00				
I-81074	New College Fert 7	R	1/25/2016			031475		
10 5-70-350-05	ROW Landscaping	New College Fert 7		55.00				158.00
1863	PAUL R. ELLSWORTH							
I-INV-27	Dead Animal Removal	R	1/25/2016			031476		
10 5-70-350-01	ROW Animal Removal	Dead Animal Removal		1,905.00				1,905.00
0654	GAEHLE CONTRACTING INC.							
I-9677	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		223.14				
I-9678	Install Mirror Lone Cabin	R	1/25/2016			031477		
10 5-70-350-09	Miscellaneous ROW	Install Mirror Lone		291.25				
I-9679	Tree Removal	R	1/25/2016			031477		
10 5-70-350-06	ROW Tree Removal	Remove Tree		78.50				
I-9680	Place "Road Closed" Signs	R	1/25/2016			031477		
10 5-70-350-22	St Street Sweeping	Place "Road Closed"		308.75				
I-9681	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		325.00				
I-9682	Tree Removal	R	1/25/2016			031477		
10 5-70-350-06	ROW Tree Removal	Remove Tree		195.00				
I-9684	Flood Work	R	1/25/2016			031477		
10 5-50-263-00	Abatements	Flood Work		453.75				
I-9685	Asphalt Pavement Resurf	R	1/25/2016			031477		
18 5-70-490-01	Asphalt Pavement Resurfacing	Asphalt Pavement Res		4,081.68				
I-9686	Asphalt Pavement Resurf	R	1/25/2016			031477		
18 5-70-490-01	Asphalt Pavement Resurfacing	Asphalt Pavement Res		4,530.86				
I-9687	Flood Work	R	1/25/2016			031477		
10 5-50-263-00	Abatements	Flood Work		548.75				
I-9688	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Clean Up Debris		771.38				
I-9689	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		182.25				
I-9690	Tree Removal	R	1/25/2016			031477		
10 5-70-350-06	ROW Tree Removal	Clean Up Down Tree		450.00				
I-9691	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Pick Up Light Standa		385.07				
I-9692	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		676.00				
I-9693	Flood Work	R	1/25/2016			031477		
10 5-50-263-00	Abatements	Flood Work		391.00				
I-9694	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		520.00				
I-9695	Install Signs	R	1/25/2016			031477		
10 5-70-350-55	Traffic Control-Signs	Install Signs		157.00				
I-9696	Emergency ROW Repairs	R	1/25/2016			031477		

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0654	GAEHLE CONTRACTING INCCONT							
I-9696	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		835.00				
I-9697	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		952.00				
I-9698	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		60.00				
I-9699	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		336.00				
I-9700	Emergency ROW Repairs	R	1/25/2016			031477		
10 5-70-350-65	Emergency Road/ROW Repairs	Clear Debris Flooded		449.00				
I-9701	Snow & Ice Removal	R	1/25/2016			031477		
10 5-70-350-31	Snow and Salt Removal	Spread Salt		480.00				
I-9702	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		220.00				
I-9704	Parks & Trail Maintenance	R	1/25/2016			031477		
10 5-40-350-01	Park Maintenance	Parks & Trail Mainte		220.00				18,121.38
2305	GUARENTEE ELECTRICAL CONST							
I-87531	Repair Lights	R	1/25/2016			031480		
17 5-40-480-38	Cap Equip/Facilities - Pur/RepRepair Lights			1,670.25				1,670.25
2054	ILLIG DESIGN, INC.							
I-12/11/15	Holiday Decor	R	1/25/2016			031481		
10 5-10-350-00	Contractual Services	Holiday Decor		1,800.00				1,800.00
0084	JUNEAU ASSOCIATES, INC.							
I-5500-673-16	Fox Creek Bride Replaceme	R	1/25/2016			031482		
18 5-70-470-60	Fox Creek Brdg #336 Rpl DesignFox Creek Bride Repl			5,979.67				
I-5602-621-16	Fox Creek Bride Replaceme	R	1/25/2016			031482		
18 5-70-470-61	Woods Rd Brdg #348 Rpl Design Woods Rd over Hamilt			13,311.27				19,290.94
0669	LEWIS RICE & FINGERSH L.C							
I-1242147	General Matters	R	1/25/2016			031483		
10 5-10-310-00	Attorney Fees	General Matters		8,087.70				
I-1242148	Retainer	R	1/25/2016			031483		
10 5-10-310-00	Attorney Fees	Retainer		5,300.00				13,387.70
1646	MISSOURI ONE CALL SYTEM, INC.							
I-5121088	Locates	R	1/25/2016			031484		
10 5-70-276-00	Traffic Signals/Street Lights Locates			192.40				192.40
1806	PRESERVATION RESEARCH OFFICE							
I-12112015	Historic Resources Survey	R	1/25/2016			031485		
10 5-50-350-00	Contractual Services	Historic Resources S		9,250.00				9,250.00

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1412	TIM REINHOLD ENTERPRISES, LLC							
I-23107	Eagles Rest, Melrose, Sto	R	1/25/2016			031486		
17 5-70-480-34	Rural Internet Access	Eagles Rest, Melrose		25,475.00				25,475.00
0419	T. HILL CONSTRUCTION INC							
I-2826	Sidewalk Replacement	R	1/25/2016			031487		
18 5-70-490-06	Sidewalk Replacement	Sidewalk Replacement		1,255.00				
I-2833	Roadway Culvert Replaceme	R	1/25/2016			031487		
18 5-70-490-05	Storm Drainage Structure Repl	Roadway Culvert Repl		11,400.00				
18 5-70-490-05	Storm Drainage Structure Repl	Roadway Culvert Repl		11,000.00				23,655.00
0689	TERRASPEC							
I-12/2015-1	Consultant Services	R	1/25/2016			031488		
10 5-40-340-00	Consultant Costs	Bluff View		760.00				
I-12/2015-10	Bluffview Trail Extention	R	1/25/2016			031488		
17 5-40-480-45	Future Trail Development Desgn	Bluffview Trail Exte		5,985.00				
I-12/2015-11	Landscape Review	R	1/25/2016			031488		
10 5-50-263-00	Abatements	Landscape Review		380.00				
I-12/2015-2	Consultant Services	R	1/25/2016			031488		
10 5-40-340-00	Consultant Costs	Bluff View		760.00				
I-12/2015-3	Consultant Services	R	1/25/2016			031488		
10 5-40-340-00	Consultant Costs	Landscape Review		760.00				
I-12/2015-4	Consultant Services	R	1/25/2016			031488		
10 5-50-340-00	Consultant Costs	Consultant Services		760.00				
I-12/2015-5	Consultant Services	R	1/25/2016			031488		
10 5-50-340-00	Consultant Costs	Consultant Services		760.00				
I-12/2015-6	Al Foster Trail Site Imp	R	1/25/2016			031488		
17 5-40-480-11	Al Foster Trailhead Imp	Al Foster Trail Site		15,880.00				
I-12/2015-7	Rural Internet	R	1/25/2016			031488		
17 5-70-480-34	Rural Internet Access	Rural Internet		2,580.00				
I-12/2015-8	Rural Internet	R	1/25/2016			031488		
17 5-70-480-34	Rural Internet Access	Rural Internet		1,886.00				
I-12/2015-9	Rural Internet	R	1/25/2016			031488		
17 5-70-480-34	Rural Internet Access	Rural Internet		2,280.00				32,791.00
1301	THREE FRENCH HENS							
I-12-9-15	Holiday Decor	R	1/25/2016			031489		
10 5-70-350-05	ROW Landscaping	Holiday Decor		2,283.34				2,283.34
1700	TSI TECHNOLOGY SOLUTIONS							
I-717591	Locates	R	1/25/2016			031490		
10 5-70-276-00	Traffic Signals/Street Lights	Locates		220.00				
I-717636	Locates	R	1/25/2016			031490		
10 5-70-276-00	Traffic Signals/Street Lights	Locates		220.00				
I-717701	Locates	R	1/25/2016			031490		
10 5-70-276-00	Traffic Signals/Street Lights	Locates		220.00				
I-717705	Locates	R	1/25/2016			031490		
10 5-70-276-00	Traffic Signals/Street Lights	Locates		220.00				
I-717820	Locates	R	1/25/2016			031490		

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1700	TSI TECHNOLOGY SOLUTIOCONT							
I-717820	Locates	R	1/25/2016			031490		
10 5-70-276-00	Traffic Signals/Street Lights	Locates		220.00				1,100.00
0699	GARY CREWS							
I-1/21/16	Change for Frozen Ft Event	R	1/21/2016			031491		
10 5-40-269-00	Supplies - Recreation	Change for Frozen Ft		300.00				300.00
2106	ARAMARK UNIFORM SERVICES, INC.							
I-452-0678391	Mat Cleaning	R	1/25/2016			031492		
10 5-10-220-00	Maintenance-Building	Mat Cleaning		165.82				165.82
1564	AUTHORIZED ELECTRIC CO.							
I-9812	Check & Repair Lights	R	1/25/2016			031493		
10 5-70-276-00	Traffic Signals/Street Lights	Check & Repair Light		600.00				600.00
0759	COCHRAN							
I-3487	Ossenfort Easement Stake	R	1/25/2016			031494		
18 5-70-490-02	Concrete Pavement Replacement	Ossenfort Easement S		500.00				500.00
1647	E & E HYDRAULICS AND IND MAINT							
I-95468	Check Spreader	R	1/25/2016			031495		
10 5-70-350-31	Snow and Salt Removal	Check Spreader		145.72				145.72
0654	GAEHLE CONTRACTING INC.							
I-9705	Emergency ROW Repairs	R	1/25/2016			031496		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		840.00				
I-9706	Emergency ROW Repairs	R	1/25/2016			031496		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		1,327.50				
I-9707	Snow & Ice Removal	R	1/25/2016			031496		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		160.00				
I-9708	Emergency ROW Repairs	R	1/25/2016			031496		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		1,672.00				
I-9709	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		819.02				
I-9710	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		1,332.00				
I-9711	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		444.00				
I-9712	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		234.00				
I-9713	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		445.50				
I-9714	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		143.25				
I-9716	Parks & Trails Maint	R	1/25/2016			031496		
10 5-40-350-01	Park Maintenance	Parks & Trails Maint		340.00				
I-9718	Misc ROW	R	1/25/2016			031496		

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0654	GAEHLE CONTRACTING INCCONT							
I-9718	Misc ROW	R	1/25/2016			031496		
10 5-70-350-09	Miscellaneous ROW	Take Down Holiday De		1,029.11				
I-9719	Emergency ROW Repairs	R	1/25/2016			031496		
10 5-70-350-65	Emergency Road/ROW Repairs	Flood Work		926.73				
I-9720	Culvert Cleaning	R	1/25/2016			031496		
10 5-70-350-42	Storm Water-Culvert Cleaning	Culvert Cleaning		399.00				
I-9721	Traffic Control Signs	R	1/25/2016			031496		
10 5-70-350-55	Traffic Control-Signs	Install Sign		381.00				
I-9722	Parks & Trails Maint	R	1/25/2016			031496		
10 5-40-350-01	Park Maintenance	Remove Holiday Tree		368.25				
I-9723	Parks & Trails Maint	R	1/25/2016			031496		
10 5-40-350-01	Park Maintenance	Reinstall Pipe Balla		127.00				
I-9724	Unload Log Cabin	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Unload Log Cabin		948.50				
I-9725	Culvert Cleaning	R	1/25/2016			031496		
10 5-70-350-42	Storm Water-Culvert Cleaning	Culvert Cleaning		2,828.89				
I-9726	Traffic Control Signs	R	1/25/2016			031496		
10 5-70-350-55	Traffic Control-Signs	Install Signs		2,276.50				
I-9727	Install Light	R	1/25/2016			031496		
10 5-70-276-00	Traffic Signals/Street Lights	Install Light		1,230.13				
I-9728	Traffic Control Signs	R	1/25/2016			031496		
10 5-70-350-55	Traffic Control-Signs	Install Signs		882.00				
I-9729	Snow & Ice Removal	R	1/25/2016			031496		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		2,947.50				
I-9731	Clean CH Sidewalks	R	1/25/2016			031496		
10 5-10-221-00	Maintenance - Grounds	Clean CH Sidewalks		196.00				
I-9732	Repair Police Garage Door	R	1/25/2016			031496		
10 5-10-220-00	Maintenance-Building	Repair Police Garage		260.00				
I-9733	Traffic Control Signs	R	1/25/2016			031496		
10 5-70-350-55	Traffic Control-Signs	Install Signs		127.00				
I-9734	Tree Removal	R	1/25/2016			031496		
10 5-70-350-06	ROW Tree Removal	Tree Removal		244.00				
I-9735	Traffic Control Signs	R	1/25/2016			031496		
10 5-70-350-55	Traffic Control-Signs	Install Signs		97.50				
I-9736	Clean Grafitti	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Clean Graffitti		1,135.42				
I-9737	Sidewalk Replacement	R	1/25/2016			031496		
18 5-70-490-06	Sidewalk Replacement	Sidewalk Replacement		2,429.87				
I-9738	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		183.00				
I-9739	Clean Grafitti	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Clean Graffitti		585.77				
I-9740	Flood Work	R	1/25/2016			031496		
10 5-50-263-00	Abatements	Flood Work		848.25				
I-9741	Snow & Ice Removal	R	1/25/2016			031496		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		4,277.50				
I-9742	Clean CH Sidewalks	R	1/25/2016			031496		

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0654		GAEHLE CONTRACTING INCCONT							
	I-9742	Clean CH Sidewalks	R	1/25/2016			031496		
	10 5-10-221-00	Maintenance - Grounds	Clean CH Sidewalks		124.00				
	I-9743	Parks & Trails Maint	R	1/25/2016			031496		
	10 5-40-350-01	Park Maintenance	Clean Trash		360.00				
	I-9745	Parks & Trails Maint	R	1/25/2016			031496		
	10 5-40-350-01	Park Maintenance	Work on Cambury Trai		760.00				
	I-9746	Parks & Trails Maint	R	1/25/2016			031496		
	10 5-40-350-01	Park Maintenance	Clean Trash		40.00				33,770.19
2052		INTEGRATED FACILITY SERVICES							
	I-60007936	Service Agreement	R	1/25/2016			031500		
	10 5-10-220-00	Maintenance-Building	1st Qtr Service Agre		1,620.00				1,620.00
0084		JUNEAU ASSOCIATES, INC.							
	I-5500-679-4	Eatherton Brdg over Bonhm	R	1/25/2016			031501		
	18 5-70-470-66	Eatherton Rd Bridge Design	Eatherton Brdg over		13,016.01				13,016.01
0040		KELPE CONTRACTING, INC.							
	I-7909	Snow & Ice Removal	R	1/25/2016			031502		
	10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		7,715.50				7,715.50
0875		MO DEPT OF REVENUE							
	I-December 2015	Crime Victims Comp Fund	R	1/25/2016			031503		
	10 2212	Due to State of Missouri	Crime Victims Comp F		2,647.23				2,647.23
0058		ST LOUIS COUNTY TREASURER-							
	I-81053	Police Service Contract	R	1/25/2016			031504		
	10 5-60-350-00	Contractual Services	Police Service Contr		258,667.48				258,667.48
0987		ST. LOUIS COUNTY TREASURER							
	I-December 2015	STL County PD	R	1/25/2016			031505		
	10 2216	Due to STL County - County PD	STL County PD		40.00				
	I-December 2015-1	STL County Justice Service	R	1/25/2016			031505		
	10 2215	Due to STL County DWI JS	STL County Justice S		35.00				75.00
0869		STAPLES BUSINESS ADVANTAGE							
	I-8037555765	Monitors/Office Supplies	R	1/25/2016			031506		
	10 5-10-268-00	Supplies-Office	Monitors/Office Supp		194.34				
	10 5-10-266-00	Supplies-General	Monitors/Office Supp		16.18				
	10 5-50-293-00	Computer System Under $5K	Monitors/Office Supp		319.98				530.50
2374		SURECUT LAWNCARE & FARINELLA B							
	I-3710	Trees, Shrubs, Etc.	R	1/25/2016			031507		
	17 5-40-480-38	Cap Equip/Facilities - Pur/Rep	Trees, Shrubs, Etc.		4,376.50				4,376.50

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0419	T. HILL CONSTRUCTION INC							
I-2827	Snow & Ice Removal	R	1/25/2016			031508		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		3,360.00				
I-2834	Snow & Ice Removal	R	1/25/2016			031508		
10 5-70-350-31	Snow and Salt Removal	Snow & Ice Removal		3,075.00				6,435.00
0684	TREASURER- ST LOUIS COUNTY							
I-December 2015	Domestic Violence Fund	R	1/25/2016			031509		
10 2214	Due to St. Louis County	Domestic Violence Fu		742.55				742.55
0876	TREASURER- STATE OF MO							
I-December 2015	Peace Officer Training Fund	R	1/25/2016			031510		
10 2212	Due to State of Missouri	Peace Officer Traini		371.29				371.29
1700	TSI TECHNOLOGY SOLUTIONS							
I-717851	Locates	R	1/25/2016			031511		
10 5-70-276-00	Traffic Signals/Street Lights Locates			410.00				410.00
1322	VOICEPRO, INC.							
I-4921	Phone Equipment Contract	R	1/25/2016			031512		
10 5-10-262-00	Service Contracts/Rental	Phone Equipment Cont		4,200.00				4,200.00

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	147			702,865.33	0.00	702,865.33
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	5			37,507.41	0.00	37,507.41
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
10 1420	Prepaid Insurance	14,957.25
10 2050	Employee W/holding Payable	906.51
10 2120	Federal/FICA Withholding	23,571.02
10 2140	Plan 457 Withholding	4,469.24
10 2212	Due to State of Missouri	3,018.52
10 2214	Due to St. Louis County	742.55
10 2215	Due to STL County DWI JS	35.00

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

** G/L ACCOUNT TOTALS **

G/L ACCOUNT		NAME	AMOUNT
10	2216	Due to STL County - County PD	40.00
10	4-07-984-00	Community Garden Revenue	25.00
10	4-07-985-00	Parks & Recreation Revenue	70.00
10	5-10-120-00	FICA & Medicare	2,426.73
10	5-10-140-00	Employee Benefits (125)	6,553.16
10	5-10-142-00	Insurance (Life & Disability)	227.59
10	5-10-201-00	Community Relations	769.99
10	5-10-204-00	Dues/Memberships	315.00
10	5-10-211-00	Records Storage	76.40
10	5-10-212-00	Insurance	1,359.75
10	5-10-220-00	Maintenance-Building	7,818.73
10	5-10-221-00	Maintenance - Grounds	320.00
10	5-10-230-00	Miscellaneous	176.40
10	5-10-242-00	Printing Expense	273.80
10	5-10-246-00	Publications	177.15
10	5-10-250-00	Internet Connection	180.47
10	5-10-262-00	Service Contracts/Rental	8,109.43
10	5-10-264-00	Meetings & Special Events	1,253.48
10	5-10-266-00	Supplies-General	1,279.27
10	5-10-268-00	Supplies-Office	1,699.04
10	5-10-274-00	Travel	73.60
10	5-10-282-00	Utilities-Telephone	1,918.92
10	5-10-310-00	Attorney Fees	13,387.70
10	5-10-315-00	Litigation Contingencies	480.00
10	5-10-340-00	Consultant Costs	7,205.00
10	5-10-350-00	Contractual Services	7,560.28
10	5-20-120-00	FICA & Medicare	848.03
10	5-20-140-00	Employee Benefits (125)	995.83
10	5-20-142-00	Insurance (Life & Disability)	95.15
10	5-20-204-00	Dues/Memberships	4,301.70
10	5-20-244-00	Public Notices	176.32
10	5-20-270-00	Training	175.00
10	5-20-282-00	Utilities-Telephone	60.22
10	5-20-330-00	Codification Costs	1,195.00
10	5-30-102-00	Elected & Appointed Officials	400.00
10	5-30-120-00	FICA & Medicare	1,022.61
10	5-30-140-00	Employee Benefits (125)	2,381.79
10	5-30-142-00	Insurance (Life & Disability)	95.37
10	5-30-204-00	Dues/Memberships	180.00
10	5-30-243-00	Prisoner Expense	180.00
10	5-30-250-00	Internet Connection	252.64
10	5-30-282-00	Utilities-Telephone	60.22
10	5-30-293-00	Computer System Under $5K	2,229.20
10	5-30-294-00	Mental Health Court	600.00
10	5-40-120-00	FICA & Medicare	481.68
10	5-40-140-00	Employee Benefits (125)	2,130.94

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

** G/L ACCOUNT TOTALS **

G/L ACCOUNT		NAME	AMOUNT
10	5-40-142-00	Insurance (Life & Disability)	58.44
10	5-40-208-00	Equipment Leasing	2,675.00
10	5-40-220-00	Maintenance - Building	150.00
10	5-40-224-00	Maintenance-Vehicles	49.60
10	5-40-230-00	Miscellaneous	292.50
10	5-40-242-00	Printing	40.30
10	5-40-262-00	Service Contracts	860.00
10	5-40-264-00	Meetings & Special Events	554.92
10	5-40-266-00	Supplies-General	250.00
10	5-40-269-00	Supplies - Recreation	2,996.68
10	5-40-282-00	Utilities-Telephone	171.67
10	5-40-340-00	Consultant Costs	2,280.00
10	5-40-350-00	Contractual Services	5,416.00
10	5-40-350-01	Park Maintenance	4,745.97
10	5-40-715-00	Founders Day	330.00
10	5-50-120-00	FICA & Medicare	2,774.08
10	5-50-140-00	Employee Benefits (125)	9,187.58
10	5-50-142-00	Insurance (Life & Disability)	320.30
10	5-50-204-00	Dues/Memberships	1,425.00
10	5-50-208-00	Equipment Leasing	357.60
10	5-50-224-00	Maintenance-Vehicles	270.16
10	5-50-230-00	Miscellaneous	35.00
10	5-50-242-00	Printing Expense	83.00
10	5-50-244-00	Public Notices	80.04
10	5-50-263-00	Abatements	10,104.89
10	5-50-266-00	Supplies-General	159.88
10	5-50-282-00	Utilities-Telephone	281.03
10	5-50-293-00	Computer System Under $5K	419.96
10	5-50-340-00	Consultant Costs	1,520.00
10	5-50-350-00	Contractual Services	10,338.75
10	5-50-740-00	Planning Commission	188.54
10	5-50-745-00	Master Plan Update	1,734.96
10	5-60-285-00	Utilities - Cable TV	66.98
10	5-60-350-00	Contractual Services	258,667.48
10	5-60-350-02	Contractual Cleaning	650.00
10	5-70-120-00	FICA & Medicare	1,914.02
10	5-70-140-00	Employee Benefits (125)	6,963.93
10	5-70-142-00	Insurance (Life & Disability)	220.10
10	5-70-224-00	Maintenance-Vehicles	82.23
10	5-70-266-00	Supplies-General	339.25
10	5-70-276-00	Traffic Signals/Street Lights	3,532.53
10	5-70-282-00	Utilities-Telephone	160.59
10	5-70-350-01	ROW Animal Removal	1,905.00
10	5-70-350-05	ROW Landscaping	2,441.34
10	5-70-350-06	ROW Tree Removal	967.50
10	5-70-350-09	Miscellaneous ROW	1,320.36

VENDOR SET: 01 City of Wildwood

BANK: 1010 Commerce Bank-Operating

DATE RANGE:12/29/2015 THRU 1/25/2016

** G/L ACCOUNT TOTALS **

G/L ACCOUNT		NAME	AMOUNT
10	5-70-350-22	St Street Sweeping	308.75
10	5-70-350-31	Snow and Salt Removal	22,161.22
10	5-70-350-33	Snow-Salt	37,492.68
10	5-70-350-42	Storm Water-Culvert Cleaning	3,227.89
10	5-70-350-55	Traffic Control-Signs	5,737.00
10	5-70-350-65	Emergency Road/ROW Repairs	9,905.18
		*** FUND TOTAL ***	547,554.56
17	5-40-480-11	Al Foster Trailhead Imp	15,880.00
17	5-40-480-34	Kohn Park Repairs	23,600.00
17	5-40-480-38	Cap Equip/Facilities - Pur/Rep	6,046.75
17	5-40-480-45	Future Trail Development Desgn	5,985.00
17	5-70-480-34	Rural Internet Access	36,598.64
		*** FUND TOTAL ***	88,110.39
18	5-70-470-60	Fox Creek Brdg #336 Rpl Design	5,979.67
18	5-70-470-61	Woods Rd Brdg #348 Rpl Design	13,311.27
18	5-70-470-64	Wild Hrse Crk Brdg #392 Design	6,529.45
18	5-70-470-65	Bouquet Rd Brdg #353 Design	10,507.39
18	5-70-470-66	Eatherton Rd Bridge Design	13,016.01
18	5-70-470-67	Strecker Rd Bridge Design	7,940.77
18	5-70-480-21	Other Engineering Services	250.00
18	5-70-490-01	Asphalt Pavement Resurfacing	13,538.36
18	5-70-490-02	Concrete Pavement Replacement	500.00
18	5-70-490-05	Storm Drainage Structure Repl	22,400.00
18	5-70-490-06	Sidewalk Replacement	3,684.87
		*** FUND TOTAL ***	97,657.79
19	5-10-500-09	Landscape Enhancements	850.00
		*** FUND TOTAL ***	850.00
20	2230	P & Z Escrow	6,200.00
		*** FUND TOTAL ***	6,200.00

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 1010 TOTALS:	152	740,372.74	0.00	740,372.74
BANK: 1010 TOTALS:	152	740,372.74	0.00	740,372.74

VENDOR SET: 01 City of Wildwood

BANK: 1056 TCS 2012 Bond Fund Cash

DATE RANGE:12/29/2015 THRU 1/25/2016

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
0633	THE BANK OF NEW YORK MELLON TR							
I-WILDWOOD2012 3/16	Principal & Interest Payment	R	1/12/2016			001281		
15 5-10-510-00	Principal	Principal & Interest		140,000.00				
15 5-10-520-00-0	Interest Expense	Principal & Interest		9,556.25				149,556.25

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1			149,556.25	0.00	149,556.25
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
15 5-10-510-00	Principal	140,000.00
15 5-10-520-00-0	Interest Expense	9,556.25
	*** FUND TOTAL ***	149,556.25

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: 1056 TOTALS:	1	149,556.25	0.00	149,556.25
BANK: 1056 TOTALS:	1	149,556.25	0.00	149,556.25
REPORT TOTALS:	159	889,928.99	0.00	889,928.99

SELECTION CRITERIA

VENDOR SET: 01-City of Wildwood

VENDOR: ALL

BANK CODES: All

FUNDS: Exclude: 16

CHECK SELECTION

CHECK RANGE: 000000 THRU 999999

DATE RANGE: 12/29/2015 THRU 1/25/2016

CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99

INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES

PRINT G/L: YES

UNPOSTED ONLY: NO

EXCLUDE UNPOSTED: NO

MANUAL ONLY: NO

STUB COMMENTS: NO

REPORT FOOTER: NO

CHECK STATUS: NO

PRINT STATUS: * - All

WILDWOOD

Memo

To: Mayor Timothy Woerther
Wildwood City Council Members

From: Mike Hartwig, Assistant City Engineer
Joe Vujnich, Director of Planning & Parks

Date: January 22, 2016

Re: Construction Project Updates

Following is an update on all active City construction projects. The Departments of Public Works and Planning/Parks will be available for any questions at the January 25, 2016 City Council Meeting.

Route 109 Improvements (Route 100 to Clayton): The contractor has completed the replacement of most of the dead landscaping. This replacement landscaping will be monitored over the next year and replaced again if necessary. MoDOT has taken over maintenance of the project from the contractor.

Forby Road and Alt Road Project in Eureka: The City of Eureka is getting ready to start a project to reconstruct Alt and Forby Roads near the south border of the City of Wildwood. This project will widen Alt Road and Forby Road, re-align the Alt Road/Forby Road intersection, and construct a pedestrian trail along the east edge of Alt Road and the north edge of Forby Road between Wren Meadow Drive and Meramec Boulevard. Utility relocation work is expected to begin in February, with road construction work expected to start in mid-March. Sections of Alt Road and Forby Road will be closed at times to complete the work, with the first closure of a section of Alt Road expected in April. Signed detour routes will be in place during closures and the City of Wildwood will be notified in advance of the closures as the scheduled dates are finalized and made available. Forby Road west of the Alt Road intersection will remain open and accessible at all times to at least one lane of traffic. This project is expected to be completed by the end of 2016.

Manchester Road Great Streets Project: The contractor has completed the project and will complete the final planting work as weather allows.

MH and JV