



MEETING OF THE  
ADMINISTRATION/PUBLIC WORKS COMMITTEE  
**6:00 P.M.**  
**Tuesday, March 8, 2016**

I. Roll Call

II. Approval Of Minutes (February 2, 2016 Meeting)

Documents: [DRAFT MINUTES OF FEBRUARY MEETING.PDF](#)

III. Public Participation

IV. Administration

A. For Information

1. Financial Update (Wards – All)
2. Alternative Community Service Program – Six-Month Review (Wards – All)

Documents: [MEMO - COMMUNITY SERVICE PROGRAM.PDF](#)

B. For Action

1. Adoption Of 2016 Salary Plan (Wards – All)

Documents: [MEMO - 2016 SALARY PLAN UPDATE.PDF](#)

2. Employee Retirement Plan Management (Wards – All) 3

Documents: [MEMO - EMPLOYEE RETIREMENT PLAN.PDF](#)

3. Alternatives To Sewer Lateral Repair Tax (Wards – All)

Documents: [MEMO - SEWER LATERAL REPAIR PROGRAMS.PDF](#)

4. Request For Qualifications – Marketing And Public Relations Consultant (Wards – All)

Documents: [MEMO - RFQ FOR MARKETING AND PUBLIC RELATIONS CONSULTANT.PDF](#)

V. Public Works

A. For Information

1. Snow Removal Contractor Review (Wards – All)

Documents: [MEMO - SNOW REMOVAL CONTRACTOR REVIEW.PDF](#)

B. For Action - None

VI. Items Not Ready For Action

A. Senior Programming Update (Wards – All)

B. Purchase Of Accounting Software Upgrade (Wards – All)

C. Old State Road Conceptual Design – Cost-Share Agreement (Wards Seven And Eight)

VII. Other

VIII. Next Meeting: Tuesday, April 12, 2016

IX. Adjournment

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

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

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

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



## WILDWOOD

### CITY OF WILDWOOD

February 2, 2016

### Minutes of the Administration/Public Works Committee Meeting 6:00 p.m. in the City Council Chambers

Committee Members in Attendance:

Council Member Jim Bowlin, Chair

Council Member Sue Cullinane

Council Member Dave Bertolino

Council Member Katie Dodwell

Council Member Joe Garritano

Council Member Ed Marshall (arrival at 6:05)

Council Member Greg Stine (arrival at 6:04)

Absent: Council Member Larry McGowen

Also Present:

Mayor Tim Woerther

City Administrator Ryan Thomas

Director of Public Works Rick Brown

#### I. Roll Call

A voice roll call was taken at 6:00 p.m. with the above noted in attendance.

#### II. Approval of Minutes

Council Member Garritano made a motion to approve the October 27, 2015 and December 8, 2015 meeting minutes. Council Member Bertolino seconded such motion. All voted in favor. **Motion Approved.**

#### III. Administration

##### A. For Information

##### 1. Financial Update (Wards – All)

##### 2. 2015-2019 Strategic Goals and Objectives – Status Update (Wards – All)

City Administrator Thomas provided the annual update to the 5 Year Plan.

##### 3. 2016 Salary Plan Update (Wards – All)

City Administrator Thomas reported the Salary Plan with included recommendations.

##### B. For Action

##### 1. Abandoned Structure Regulations (Wards – All)

Chair Bowlin noted the recommendation of No Action by City Administrator Thomas. This Committee is in agreement with that recommendation. It was agreed that there are so many unique issues with each property that it would be challenging to draft a specific ordinance for such.

Chair Bowlin expressed concerns for Council Member Cullinane's constituent in Pointe Clayton, wherein she agreed to contact him personally to ensure his understanding of this decision. Conversation pursued regarding mortgage holder and HOA responsibilities and rights towards property maintenance. Council Member Bertolino noted a Manchester property in which squatters had taken residence and required the extensive efforts of the city to evict them. Mayor Woerther advised that entering a property may best fall under police functions in the name of safety check. City Administrator reminded that exterior code violations were addressed on the specifically noted property.

**2. E-News/Social Media Policy (Wards – All)**

Chair Bowlin introduced the recommendation of City Administrator Thomas to adopt the Policy on E-Newsletter/Social Media Content as drafted. A Motion to adopt such was made by Council Member Stine and seconded by Council Member Bertolino. All were in agreement. **Motion approved.**

**3. Purchase of Accounting Software Upgrades (Wards – All)**

Chair Bowlin noted that Council Member McGowen requested further research at the last meeting. Therein, City Administrator Thomas reviewed the recommendation of Finance Director Dawn Kaiser. Budget implications were discussed. Mayor Woerther observed that no references were made to hardware, and desired confirmation that the City can support the upgrade with the current hardware. City Administrator Thomas ensured him that this would be confirmed prior to City Council presentation.

Council Member Cullinane cautioned of the inefficiency of extra input when working without all of the modules needed within an accounting system. She also complimented the work of Finance Director Kaiser and supports the requested need. Therein, Council Member Cullinane motioned for approval with a second by Council Member Dodwell. All were in agreement. **Motion Approved.**

**4. Employee Retirement Plan Management (Wards – All)**

Chair Bowlin introduced the recommendation of City Administrator Thomas. He noted that Council Member Cullinane had requested that the impending management company provide onsite staff training at least annually. Discussion opened regarding costs of this move with concern expressed relative to termination and migration fees. City Administrator Thomas offered that he is only requesting approval to move forward at this point with all concerns brought forth to be addressed in the actual contract. In response to concerns of fund similarity, he affirmed that there will be an enrollment process, which allows the employee to control their own type of fund selection and risk tolerance. He also noted that staff will be advised of the intentions prior to drafting City Council recommendation.

Mayor Woerther then suggested an informal agreement to continue forward, wherein further details will be provided to this Committee prior to a motion being placed before the Committee. There was consensus supporting action.

**5. Alternative to Sewer Lateral Repair Tax (Wards All)**

City Administrator Thomas reported that the option of a Sewer Lateral Tax had failed on the April, 2014 ballot. This proposal is another program, much like a warranty, which can be purchased on a voluntary basis with monthly costs of \$7.75 or a full year for \$90. Other warranty types of programs are also available for water lateral and interior plumbing. He noted the requirement of City approval for the agreement to allow such program to market to Wildwood residents. This

program would provide the City a small royalty for each warranty sold. Some municipalities have utilized such to fund special projects, or it could be a rebate to the resident. Chair Bowlin inquired if a warranty program was available through Missouri American Water. Mayor Woerther answered affirmatively adding that cost is similar. Chair Bowlin requested comparisons and noted the possible implications of the royalty issue.

Discussion ensued relative to the merit of the City being involved with offering a third party warranty program. Inquiry was made as to the possibility of a sewer lateral program going back on the ballot with better education to the public, since it is better priced.

Council Member Dodwell motioned to obtain comparison data with specific details like enrollment options and costs. Council Member Marshall seconded this motion, noting that as a ballot issue assessment is required rather than a voluntary warranty offering. All were in agreement. **Motion approved.**

#### **IV. Public Works**

##### **A. For Information – None**

##### **B. For Action**

###### **1. Review of Construction Bids for Manchester Road Bike Lanes Contract (Wards – All)**

Council Member Cullinane motioned for approval. Motion seconded by Council Member Stine. All were in agreement. **Motion Approved.**

###### **2. Review of Construction Bids for Concrete Street and Sidewalk Replacement (Wards – All)**

Council Member Dodwell motioned for approval. Motion was seconded by Council Member Bertolino. All were in agreement. **Motion Approved.**

###### **3. Manchester Road Streetscape – Supplemental Design Contract (Ward – Eight)**

Council Member Stine motioned for approval. Motion was seconded by Council Member Marshall. All were in agreement. **Motion Approved.**

###### **4. Old State Road Conceptual Design – Cost-Share Proposal (Wards – Seven and Eight)**

Council Member Stine motioned for approval contingent upon Committee review of final contract. Council Member Garritano seconded the motion. All were in agreement. **Motion Approved.**

###### **5. Proposed TIP Application for Route 109 Improvements (Wards – One and Eight)**

A motion was requested to advance to City Council recommendation. Council Member Cullinane expressed concern for the precedent set by the City providing infrastructure for developers. Discussion ensued including the agreements with Payne, plans for the south side round-about, prior developer requirements and progressed towards the finances for such. City Administrator Thomas reported that this is not in the Budget, as it does not include projects not funded by the City. Council Member Marshall reminded that this may be the most efficient time to consider the road development due to the possibility of federal funding.

City Administrator Thomas warned that the City should be prepared with their stance prior to securing the funding, as future offers could be affected by declining a presented offer. Council

Member Bertolino motioned for Public Works to proceed towards recommendation for funding. Council Member Stine seconded the motion. A voice vote was taken with unanimous agreement. **Motion Approved.**

**V. Items Not Ready for Action**

**A. Senior Programming Update (Wards – All)**

**VI. Other**

Discussion opened regarding residents building large driveways to provide space for trucks, etc. It was suggested that subdivision indentures should prevail. Council Member Dodwell inquired as to if permit is required for pouring of such driveway. City Administrator Thomas responded not unless there is an attachment to the street. It was concluded that this is a Planning and Zoning issue.

Chair Bowlin reported that an issue was presented, which is a procedural matter relative to a quorum regarding passage of motions. Council Member Marshall noted that there is a rule on the books that requires adherence to Roberts Rule of Order. Chair Bowlin asked if the committee wishes to rely on this alone, or do they wish to establish committee level procedures. Since the City Council has such rules, should Council committees have the same? Discussion ensued pertaining to specifics, noting that committee voting is for recommendations only. Current rules provide that once a quorum is present, it is a majority rule.

It was requested that when a public hearing speaker offers an untruth, our Legal Counsel should respond. Chair Bowlin agreed that clarification should be immediate, with such best offered at the close of public participation. Council Member Stine expressed that the bigger issue is definition of procedures for how issues move from Committee to Council. He would support review of such procedures. Council Member Marshall reminded that such procedures are already established beginning with the Agenda, which is approved by Mayor. The Agenda is provided several days prior to meeting for adequate time for members to comment or make requests. Current procedures support moving issues forward without them returning to subcommittee. Procedures are outlined in the new Council Member packet.

**VII. Next Meeting:** March 8, 2016

**VIII. Adjournment**

Council Member Dodwell made a motion for adjournment, which was seconded by Council Member Garritano. The meeting adjourned at 7:36 pm



## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: March 4, 2016

Re: Alternative Community Service Program – Six-Month Review

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When the City Council adopted the new Alternative Community Service Program last summer, it was requested that a report be provided after six (6) months, advising how the program was working for the Municipal Court. The Municipal Court has advised that it has not seen much change. Over the course of the past six (6) months, the Court only had one person requesting special accommodations due to having a broken leg. In this case, the Municipal Judge has granted additional time (60 days) to identify a community service program suitable for this condition, and if necessary, to provide any required documentation to the Court. Given the limited application of the new Alternative Community Service Program, I would suggest any future discussion occur as part of the Municipal Judge's annual review before the full City Council.

I will be available for any questions or comments at the March 8, 2016 Administration/Public Works Committee Meeting.

RST

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## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: March 4, 2016

Re: 2016 Salary Plan Update

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### Background

The attached 2016 Salary Plan was provided for your information at the February 2, 2016 Administration/Public Works Committee Meeting, and was updated in accordance with the recommendations from the Compensation & Benefits Study completed by CBIZ Human Capital Services. This document will be included in the final, published 2016 Municipal Budget document. Of note, two (2) recently-hired positions did not exist at the time of the study: Planning Technician and Recreation Specialist. These two (2) positions have been placed at Pay Grade 4 as a placeholder, and will be reviewed in further detail later this summer as part of the update for 2017 (under CBIZ's contract, they are to provide annual updates for a total of five (5) years).

### Recommendation

It is recommended that the Committee adopt the attached 2016 Salary Plan, and that another update be completed at the beginning of the 2017 Budget Review process.

### Reasons for Recommendation

1. The 2016 Salary Plan was developed based on an analysis by a professional compensation consultant.
2. The City's Salary Plan should be reviewed and updated on an annual basis.

I will be available for any questions or comments at the March 8, 2016 Administration/Public Works Committee Meeting.

RST

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**WILDWOOD**

**CITY OF WILDWOOD, MISSOURI  
2016 SALARY PLAN**

<b>Position</b>	<b>Grade</b>	<b>Salary Minimum</b>	<b>Salary Midpoint</b>	<b>Salary Maximum</b>
City Administrator	12	\$126,233	\$160,947	\$195,662
Director of Planning and Parks	11	\$105,194	\$134,123	\$163,051
Director of Public Works/Engineer	10	\$89,148	\$113,663	\$138,179
Dep. City Admin. / City Clerk	10	\$89,148	\$113,663	\$138,179
Finance Officer	9	\$77,060	\$96,325	\$115,590
Assistant City Engineer	8	\$65,305	\$81,631	\$97,958
Asst. Director of Planning & Parks	8	\$65,305	\$81,631	\$97,958
Superintendent of Streets	8	\$65,305	\$81,631	\$97,958
Senior Planner	7	\$57,946	\$70,984	\$84,022
Superintendent of Parks & Rec.	7	\$57,946	\$70,984	\$84,022
Planner	6	\$50,388	\$61,725	\$73,062
Court Administrator	6	\$50,388	\$61,725	\$73,062
Code Enforcement Officer	5	\$43,815	\$53,674	\$63,532
Accounting Clerk/HR Assistant	5	\$43,815	\$53,674	\$63,532
Dep. City Clerk/Assist Court Clerk	4	\$40,662	\$48,794	\$56,927
Code Inspector	4	\$40,662	\$48,794	\$56,927
Planning Technician	4	\$40,662	\$48,794	\$56,927
Recreation Specialist	4	\$40,662	\$48,794	\$56,927
Office Assistant / Receptionist	1	\$31,200	\$36,660	\$42,120
				revised 1-1-2016



## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: March 4, 2016

Re: Employee Retirement Plan Management - Update

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At the February 2, 2016 Administration/Public Works Committee Meeting, it was recommended that the City move its Employee Retirement Plan from ICMA-RC to OneAmerica, in association with Cutter & Company as financial advisor and fiduciary, and an optional managed plan product through Artesys (see attached information from the February 2, 2016 Committee Meeting).

The Committee requested some follow up on the following points, before moving forward with the recommendation:

### **Plan Migration Costs**

It has been verified that there are no charges from the current provider, ICMA-RC, to terminate the current plan. A notice period of 60 days is required.

### **Verification of Fund Expense Ratios**

The various fund expense ratios provided previously have been verified through a review of each fund prospectus. The cost information provided previously remains accurate.

### **Verification of Education Frequency**

The team of OneAmerica and Cutter & Co. will provide up to three (3) educational meetings each year, and are also available for one-on-one consultation with employees at any time.

### **Review by Employees**

On February 25, 2016, the team of OneAmerica and Cutter & Co. met with the employees as a group to present the details of the proposed new plan, and to provide an opportunity for questions.

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**Recommendation**

It is recommended that the City Administrator commence with the preparation of all necessary agreements/plan documents for eventual adoption by City Ordinance.

I will be available for any questions or comments at the March 8, 2016 Administration/Public Works Committee Meeting.

RST



## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: January 28, 2016

Re: Employee Retirement Plan Management

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### Background

Since 1996, the ICMA Retirement Corporation has managed the Employee Retirement Plan for the City of Wildwood, for which the following concerns have been raised by employees:

1. Limited fund choices
2. High plan fees and fund expenses
3. Limited financial advisory services

Other the course of the past few months, Finance Officer Dawn Kaiser and I have interviewed multiple firms that would potentially take on the role of financial advisor and fiduciary for the administration of the City's Employee Retirement Plan, and each firm has sought competitive quotes from multiple plan platforms in an effort to provide the best possible options for the City's consideration. The following three (3) firms were interviewed for the role of financial advisor/fiduciary:

1. Cutter & Company
2. Mass Mutual Financial Group
3. Retirement Plan Advisors

### Recommendations

1. Cutter & Company is recommended to serve as financial advisor and fiduciary for the City's Employee Retirement Plan.
2. OneAmerica is recommended for the retirement plan platform (record keeper), including a managed plan option through Artesys.

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**Reasons of Recommendation**

1. Cutter & Company has an excellent track record as a financial advisor and fiduciary, with a very reasonable fee of 0.25%, which is structured into the plan fees (paid by the employee).
2. Cutter & Company's role as fiduciary reduces liability to the City in this capacity.
3. OneAmerica was one (1) of eight (8) plan platforms considered, but offered the lowest overall fees without limiting fund choices: 0.45% average fund expense ratio + 0.09% record keeping/administration fee. Others considered by Cutter & Company were Nationwide, Lincoln, Voya, Daily Access, John Hancock, Alerus and Mutual of Omaha.
4. The overall average plan costs (including fees from both Cutter & Company and OneAmerica) total 0.88%, compared to 1.37% for the current plan (certain fund choices under the City's current plan are in excess of 2.00%).
5. Once the total managed assets exceed \$3,000,000 (it is very close now), the overall average plan costs would be further reduced to 0.79%.
6. Both Cutter & Company and OneAmerica have a local presence, and regular meetings with employees would be offered.
7. For employees desiring a hands-off approach, an optional managed plan option will be made available through the firm Artesys.

If desired, representatives from Cutter & Company, OneAmerica and Artesys have offered to make themselves available for a formal presentation. Also attached for your information is a letter from Cutter & Company and a sample of possible fund choices to be offered (these would be evaluated regularly for possible improvements).

Once a recommendation is forwarded to the City Council and new agreements are executed, the required 60-day termination notice to ICMA Retirement Corporation will be necessary, which would likely result in completion of the migration by the end of April 2016.

I will be available for any questions or comments at the February 2, 2016 Administration/Public Works Committee Meeting.

RST



Dawn Kaiser, Finance Officer  
Ryan Thomas, City Administrator  
City of Wildwood  
16860 Main Street  
Wildwood, Mo. 63040

Dawn & Ryan:

In our initial meeting, five major areas of concern were identified:

- Help in meeting the fiduciary/best practices requirements & choosing an appropriate fund lineup of both active & passive fund alternatives for your participants
- Ease of website use and tools similar to what your employees now enjoy
- Plan expenses must be competitive
- A strategic & tactical "do it for me" money management alternative to target date & lifestyle funds
- Education & investment advice for your staff via in person meetings when requested

My value to your plan includes:

- Ability to keep you abreast of what the competition is doing over time or if a better mouse-trap comes to market. Retirement plans are a core business for me—not a sideline.
- No conflicts of interest; for example, I do not participate in revenue sharing or manager fees; my 25 basis points on assets is my total compensation. I am an independent fee based advisor and fully transparent working with mutual fund companies like Fidelity, bank trust companies, insurance companies, etc., —I work for you!
- Annual performance and fund lineup/monitoring report via F1360 software keeping you abreast of how competitive your fund lineup is in terms of performance, style drift, internal manager or policy changes, etc. Occasional regulatory updates or industry periodicals available to you.
- Willingness to meet, educate, and advise your staff with individual meetings when requested in addition to enrollment meetings.
- 35 years of experience brought to the table—retirement plans, financial planning, & money management are areas of my expertise.

Regarding one of the providers we discussed; OneAmerica & Artesys, their value proposition is:

1. OneAmerica provides a high quality menu of name brand funds and excellent ongoing fund due diligence reporting. They also offer an independent contractual co-fiduciary relationship with Mesirow Financial. Both OneAmerica and Mesirow will supplement my own due diligence efforts, as well that of your own as an investment committee. In short, more than one voice will be heard during the fund selection and monitoring process.
2. The appeal of an overall portfolio "reset" with the added benefit of a tactical money management system (Artesys) for your employees that do not wish to direct their own funds or participate in a static asset allocation fund (like a target date fund).
3. They have a client centric service model and have over 50 years of experience in the tax exempt employer market and service over 5,000 tax exempt employers nationally with local ongoing support from an experienced and tenured staff. They provide high quality employee education materials (including personalized account projections), many of which that can be branded to the City. They also offer a customized website landing page ([cityofwildwoodretirement.com](http://cityofwildwoodretirement.com)) and an excellent participant website.
4. They have the ability to recordkeep your plan(s) in a 401(a)/457 "combo" arrangement with one record keeping source for both plans, one contribution remittance, one enrollment booklet/form/process, one website experience, and one participant statement.
5. OneAmerica is a financially strong organization with a deep and long term commitment to the retirement plans business with competitive plan expenses.

It has been a pleasure to learn about your vision and retirement plan needs. I look forward to being part of your team and helping building a future for you & your associates.

Best Regards,

  
William L. Meyer, AIF, CLU, ChFC  
President

# AUL Retirement Services for City of Wildwood

Institutional Platform as of 9-30-2015

Proposed Option	Ticker	Assets	% Asset	YTD	1 Yr	3 Yr	5 Yr	10 Yr	Morning star Rating	Exp Ratio	Asset Fee	Total Cost
<b>Fixed Inc / Stable Value</b>				<b>9.09%</b>								
AUL Fixed Account*	-	\$ 0	0.00%	-	-	-	-	-	-	0.00%	0	\$ -
AUL Fixed Account*	-	\$ 264,129	8.90%	-	-	-	-	-	-	0.00%	0	\$ -
AUL Fixed Account*	-	\$ 5,825	0.20%	-	-	-	-	-	-	0.00%	0	\$ -
<b>Bonds</b>				<b>12.32%</b>								
<b>Intermediate</b>												
BlackRock U.S. Debt Index Fd 31	-	\$ 110,621	3.73%	0.97%	2.74%	1.43%	2.68%	-	2	0.35%	0.10%	\$ 497.80
Lord Abbett Total Return I	LTRYX	\$ 59,169	1.99%	0.17%	1.33%	2.09%	3.86%	5.38%	4	0.48%	0.10%	\$ 343.18
BlackRock U.S. Debt Index Fd 31	-	\$ 47,028	1.58%	0.97%	2.74%	1.43%	2.68%	-	2	0.35%	0.10%	\$ 211.63
Lord Abbett Total Return I	LTRYX	\$ 76,208	2.57%	0.17%	1.33%	2.09%	3.86%	5.38%	4	0.48%	0.10%	\$ 442.01
<b>High Yield</b>												
Prudential High-Yield Z	PHYZX	\$ 38,944	1.31%	(0.80%)	(1.30%)	4.09%	6.34%	7.11%	5	0.57%	0.10%	\$ 260.92
Prudential High-Yield Z	PHYZX	\$ 33,690	1.13%	(0.80%)	(1.30%)	4.09%	6.34%	7.11%	5	0.57%	0.10%	\$ 225.72
<b>Balanced</b>				<b>22.67%</b>								
American Funds American Balanced R4	RLBEX	\$ 14,061	0.47%	(3.20%)	(0.12%)	9.09%	10.11%	6.42%	5	0.64%	0.10%	\$ 104.05
TIAA-CREF Lifecycle Index 2015 Retire	TLGRX	\$ 35,557	1.20%	(2.42%)	(0.61%)	5.60%	6.81%	-	4	0.37%	0.10%	\$ 167.12
TIAA-CREF Lifecycle Index 2035 Retire	TLYRX	\$ 290,135	9.77%	(4.57%)	(2.56%)	8.38%	9.09%	-	5	0.37%	0.10%	\$ 1,363.63
TIAA-CREF Lifecycle Index 2045 Retire	TLMRX	\$ 37,876	1.28%	(5.21%)	(3.12%)	8.65%	9.27%	-	5	0.37%	0.10%	\$ 178.02
TIAA-CREF Lifecycle Index 2055 Retire	TTIRX	\$ 57,628	1.94%	(5.28%)	(3.16%)	8.64%	-	-	4	0.37%	0.10%	\$ 270.85
American Funds American Balanced R4	RLBEX	\$ 15,516	0.52%	(3.20%)	(0.12%)	9.09%	10.11%	6.42%	5	0.64%	0.10%	\$ 114.82
TIAA-CREF Lifecycle Index 2035 Retire	TLYRX	\$ 181,121	6.10%	(4.57%)	(2.56%)	8.38%	9.09%	-	5	0.37%	0.10%	\$ 851.27
TIAA-CREF Lifecycle Index 2045 Retire	TLMRX	\$ 41,304	1.39%	(5.21%)	(3.12%)	8.65%	9.27%	-	5	0.37%	0.10%	\$ 194.13
<b>Large Cap Equity</b>				<b>30.99%</b>								
<b>Large Value</b>												
Invesco Diversified Dividend Investor	LCEIX	\$ 43,393	1.46%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 377.52
Invesco Diversified Dividend Investor	LCEIX	\$ 7,036	0.24%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 61.22
Invesco Diversified Dividend Investor	LCEIX	\$ 38,694	1.30%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 336.64
Invesco Diversified Dividend Investor	LCEIX	\$ 71,355	2.40%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 620.79
Invesco Diversified Dividend Investor	LCEIX	\$ 7,295	0.25%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 63.47
Invesco Diversified Dividend Investor	LCEIX	\$ 71,157	2.40%	(0.76%)	4.78%	13.57%	12.86%	7.77%	5	0.77%	0.10%	\$ 619.07
<b>Large Blend</b>												
SSgA S&P 500® Index SL Ser F	-	\$ 97,257	3.28%	(5.48%)	(0.89%)	12.12%	13.07%	6.58%	4	0.25%	0.10%	\$ 340.40
SSgA S&P 500® Index SL Ser F	-	\$ 5,342	0.18%	(5.48%)	(0.89%)	12.12%	13.07%	6.58%	4	0.25%	0.10%	\$ 18.70
SSgA S&P 500® Index SL Ser F	-	\$ 3,360	0.11%	(5.48%)	(0.89%)	12.12%	13.07%	6.58%	4	0.25%	0.10%	\$ 11.76
SSgA S&P 500® Index SL Ser F	-	\$ 97,962	3.30%	(5.48%)	(0.89%)	12.12%	13.07%	6.58%	4	0.25%	0.10%	\$ 342.87
SSgA S&P 500® Index SL Ser F	-	\$ 49,716	1.67%	(5.48%)	(0.89%)	12.12%	13.07%	6.58%	4	0.25%	0.10%	\$ 174.01
<b>Large Growth</b>												
Lord Abbett Growth Leaders I	LGLIX	\$ 132,099	4.45%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 924.70
Lord Abbett Growth Leaders I	LGLIX	\$ 8,763	0.30%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 61.34
Lord Abbett Growth Leaders I	LGLIX	\$ 81,781	2.75%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 572.47
Lord Abbett Growth Leaders I	LGLIX	\$ 121,376	4.09%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 849.63
Lord Abbett Growth Leaders I	LGLIX	\$ 4,775	0.16%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 33.43
Lord Abbett Growth Leaders I	LGLIX	\$ 78,912	2.66%	(0.36%)	3.85%	16.49%	-	-	5	0.60%	0.10%	\$ 552.38
<b>Mid Cap Equity</b>				<b>5.71%</b>								
<b>Mid Value</b>												
American Century Mid Cap Value Inv	ACMVX	\$ 3,017	0.10%	(5.70%)	0.49%	13.84%	12.84%	9.04%	5	1.01%	0.10%	\$ 33.49
American Century Mid Cap Value Inv	ACMVX	\$ 205	0.01%	(5.70%)	0.49%	13.84%	12.84%	9.04%	5	1.01%	0.10%	\$ 2.27
<b>Mid Blend</b>												
BlackRock Mid Cap Equity Index Fund 31	-	\$ 25,810	0.87%	(4.92%)	1.12%	12.18%	11.90%	-	3	0.35%	0.10%	\$ 116.14
BlackRock Mid Cap Equity Index Fund 31	-	\$ 4,440	0.15%	(4.92%)	1.12%	12.18%	11.90%	-	3	0.35%	0.10%	\$ 19.98
<b>Mid Growth</b>												
TIAA-CREF Mid-Cap Growth Retire	TRGMX	\$ 10,007	0.34%	(4.53%)	0.47%	12.11%	12.09%	7.30%	3	0.72%	0.10%	\$ 82.06
TIAA-CREF Mid-Cap Growth Retire	TRGMX	\$ 31,253	1.05%	(4.53%)	0.47%	12.11%	12.09%	7.30%	3	0.72%	0.10%	\$ 256.27
TIAA-CREF Mid-Cap Growth Retire	TRGMX	\$ 15,460	0.52%	(4.53%)	0.47%	12.11%	12.09%	7.30%	3	0.72%	0.10%	\$ 126.77
TIAA-CREF Mid-Cap Growth Retire	TRGMX	\$ 79,252	2.67%	(4.53%)	0.47%	12.11%	12.09%	7.30%	3	0.72%	0.10%	\$ 649.87
<b>Small Cap Equity</b>				<b>5.15%</b>								
<b>Small Value</b>												
DFA US Targeted Value R2	DFTPX	\$ -	0.00%	(7.78%)	(4.27%)	12.22%	11.82%	-	4	0.62%	0.10%	\$ -
<b>Small Blend</b>												
Columbia Small Cap Index A	NMSAX	\$ 71,101	2.39%	(5.91%)	3.26%	12.46%	13.52%	7.23%	4	0.45%	0.10%	\$ 391.06
Columbia Small Cap Index A	NMSAX	\$ 81,186	2.73%	(5.91%)	3.26%	12.46%	13.52%	7.23%	4	0.45%	0.10%	\$ 446.53
<b>Small Growth</b>												
Vanguard VIF Small Co Gr	-	\$ 603	0.02%	(6.73%)	2.67%	12.67%	13.67%	7.92%	4	0.40%	0.10%	\$ 3.02
<b>Foreign</b>				<b>3.66%</b>								
Federated International Leaders Instl	FGFLX	\$ 32,018	1.08%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 349.00
Federated International Leaders Instl	FGFLX	\$ 3,095	0.10%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 33.74
TIAA-CREF International Eq Idx Retire	TRIEX	\$ 1,322	0.04%	(4.27%)	(8.19%)	5.68%	4.00%	2.88%	3	0.31%	0.10%	\$ 5.42
Federated International Leaders Instl	FGFLX	\$ 13,602	0.46%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 148.26
Federated International Leaders Instl	FGFLX	\$ 29,220	0.98%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 318.49
Federated International Leaders Instl	FGFLX	\$ 6,525	0.22%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 71.12
Federated International Leaders Instl	FGFLX	\$ 22,989	0.77%	(4.03%)	(4.56%)	9.34%	6.84%	-	5	0.99%	0.10%	\$ 250.57
<b>Specialty</b>				<b>0.71%</b>								
Deutsche Real Estate Securities S	RRREX	\$ 16,330	0.55%	(4.88%)	9.09%	8.75%	11.67%	6.86%	3	0.72%	0.10%	\$ 133.91
Deutsche Real Estate Securities S	RRREX	\$ 4,836	0.16%	(4.88%)	9.09%	8.75%	11.67%	6.86%	3	0.72%	0.10%	\$ 39.66
<b>Managed Asset Allocation</b>				<b>9.70%</b>								
TIAA-CREF Lifecycle Index 2010 Retire	TLTRX	\$ 159,011	5.36%	(2.13%)	(0.39%)	4.99%	6.30%	-	5	0.37%	0.10%	\$ 747.35
TIAA-CREF Lifecycle Index 2025 Retire	TLQRX	\$ 1,724	0.06%	(3.53%)	(1.53%)	7.04%	7.98%	-	4	0.37%	0.10%	\$ 8.10
TIAA-CREF Lifecycle Index 2030 Retire	TLHRX	\$ 44,592	1.50%	(4.00%)	(2.00%)	7.75%	8.57%	-	4	0.37%	0.10%	\$ 209.58
TIAA-CREF Lifecycle Index 2035 Retire	TLYRX	\$ 6,942	0.23%	(4.57%)	(2.56%)	8.38%	9.09%	-	5	0.37%	0.10%	\$ 32.63
TIAA-CREF Lifecycle Index 2040 Retire	TLZRX	\$ 5,629	0.19%	(5.18%)	(3.08%)	8.66%	9.30%	-	5	0.37%	0.10%	\$ 26.46
TIAA-CREF Lifecycle Index 2010 Retire	TLTRX	\$ 46,230	1.56%	(2.13%)	(0.39%)	4.99%	6.30%	-	5	0.37%	0.10%	\$ 217.28
TIAA-CREF Lifecycle Index 2015 Retire	TLGRX	\$ 18,385	0.62%	(2.42%)	(0.61%)	5.60%	6.81%	-	4	0.37%	0.10%	\$ 86.41
TIAA-CREF Lifecycle Index 2040 Retire	TLZRX	\$ 5,361	0.18%	(5.18%)	(3.08%)	8.66%	9.30%	-	5	0.37%	0.10%	\$ 25.19
<b>Proposed Option</b>		\$ 2,969,231	100%							0.54%		\$ 16,016.15

\*Administrative Cost Factor is .55%

		<b>Estimated Sample Plan Comparison</b>							
		Wtd YTD	Wtd 1 Yr	Wtd 3 Yr	Wtd 5 Yr	Wtd 10 Yr	Wtd M-Star	Wtd Exp	Wtd Plan Cost
<b>Current Plan</b>		(5.02%)	(2.34%)	7.52%	8.11%	4.94%	-	1.37%	1.37%
	<b>Proposed Option</b>	(2.83%)	0.55%	9.84%	9.23%	6.93%	4.43	0.45%	0.54%

This information is provided at the request of your plan's investment professional. It should not be construed in any way as investment advice provided by the Companies of OneAmerica, including OneAmerica Securities, Inc., OneAmerica Retirement Services LLC and AUL. If you have questions regarding this fund selection, please consult your plan's financial professional.

All group variable annuity contracts are issued by American United Life Insurance Company® (AUL), One American Square, Indianapolis, IN 46206-0368, 1-800-249-6269. Registered group variable annuity contracts are distributed by OneAmerica Securities, Inc., Member FINRA, SIPC, a Registered Investment Advisor, 433 N. Capitol Ave., Indianapolis, IN 46204, 1-877-285-3863.



## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: March 4, 2016

Re: Sewer Lateral Repair Tax Alternatives

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### Background

With the failure of the sewer lateral repair tax ballot measure in April 2014, some residents are still seeking alternatives to insure their sewer lateral lines. This is not a problem unique to our region, and has been a need for many residents across the entire United States. At the February 2, 2016 Meeting of the Administration/Public Works Committee, a voluntary program through the National League of Cities was presented as a voluntary option for residents. During the meeting, Mayor Woerther also advised of another voluntary program through Missouri American Water. These two (2) programs could provide an alternative to the failed sewer lateral repair tax measure.

At the February 2, 2016 Meeting, the Committee requested a comparison of the different programs for review at the next Meeting. This information is provided on the attached table.

### Recommendation

It is recommended that the City promote the Missouri American Water program to residents seeking an alternative to the failed sewer lateral repair tax measure.

### Reasons for Recommendation

1. The Program is strictly voluntary, and is available immediately without an agreement with the City of Wildwood.
2. The Missouri American Water Program is competitive with the National League of Cities Program, and despite some higher program costs, greater coverage is provided in certain instances.

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I will be available for any questions or comments at the March 8, 2016 Administration/Public Works Committee Meeting.

RST

**Comparison of Sewer Lateral, Water Lateral and In-Home Plumbing Protection Programs**

	<b>Sewer Lateral Repair Tax</b>	<b>National League of Cities Program (with Royalty)</b>	<b>National League of Cities Program (without Royalty)</b>	<b>Missouri American Water Program</b>
<b>Authorization</b>	Requires Voter Approval	Requires 3-Year Agreement with City	Requires 3-Year Agreement with City	Available to all Missouri American Customers
<b>Voluntary/Involuntary</b>	All single family homes with MSD service are taxed	Voluntary	Voluntary	Voluntary
<b>Sewer Lateral Protection (Cost Per Year)</b> <b>Sewer Lateral Coverage Limitation</b> <b>Initial Out-of-Pocket Expenses</b>	Up to \$50 Set by the City (2014 Ballot Measure: \$5,000) Costs to inspect/video lateral to identify problem	\$90 \$4,000 + \$4,000 if under street + \$500 if under sidewalk None	\$84 \$4,000 + \$4,000 if under street + \$500 if under sidewalk None	\$108 \$8,000 \$50 Service Fee
<b>Water Lateral Protection (Cost Per Year)</b> <b>Water Lateral Coverage Limitation</b> <b>Initial Out-of-Pocket Expenses</b>	Not Available N/A N/A	\$66 \$4,000 + \$500 if under sidewalk None	\$60 \$4,000 + \$500 if under sidewalk None	\$65.88 \$10,000 None
<b>In-Home Plumbing Protection (Cost Per Year)</b> <b>In-Home Plumbing Coverage Limitation</b> <b>Initial Out-of-Pocket Expenses</b>	Not Available N/A N/A	\$83.88 \$3,000 None	\$83.88 \$3,000 None	\$71.88 (\$47.88 with water or sewer program) \$3,000 \$50



## MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Woerther and Planning/Economic Development/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: March 4, 2016

Re: Request for Qualifications – Marketing and Public Relations Consultant

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Attached for your review is a Draft Request for Qualifications (RFQ) for a Marketing and Public Relations Consultant, which would be utilized on an as-needed basis for various tasks as identified in the RFQ.

I will be available for any questions or comments at the March 8, 2016 Administration/Public Works Committee Meeting.

RST

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# DRAFT



## WILDWOOD

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### **REQUEST FOR QUALIFICATIONS MARKETING AND PUBLIC RELATIONS**



**THE CITY OF WILDWOOD, MISSOURI**

**Office of the City Administrator**

**16860 Main Street**

**Wildwood, MO 63040**

**Date of Issuance: Wednesday, March 9, 2016**  
**Deadline to Respond: Wednesday, April 6, 2016**

March 9, 2016

To Whom It May Concern:

The City of Wildwood is currently accepting Statements of Qualifications for a Marketing and Public Relations Consultant. Following is a brief description of the Scope of Services and the required content for the Statement of Qualifications.

### **SCOPE OF SERVICES**

The City seeks a professional, full-service marketing and communications firm to provide comprehensive, strategic and innovative marketing and communications services on designated projects on an as-needed basis. The successful firm shall fully coordinate all services under the Agreement (sample agreement form attached) with the City Administrator. Specific identified tasks are as follows:

- Provide recommendations for City marketing strategies, and improving brand awareness
- Prepare promotional materials for attracting potential developers and businesses to the Town Center, and for general tourism
- Provide recommendations for City marketing strategies, and improving brand awareness
- Assist in gaining regional/national recognition through City rankings, awards, designations, featured events, and unique amenities
- Assist with the preparation and dissemination of Press Releases and proactively communicating with the media on a regular basis
- Optimize the utilization of the City website, e-newsletter, social media and potential smart phone applications
- Provide training to City Officials responsible for communications and crisis management
- Other marketing and public relations services as identified

### **STATEMENT OF QUALIFICATIONS**

The Statement of Qualifications should, at a minimum, include the following, and contain no more than ten (10) pages:

1. The consultant's present staff of personnel and their qualifications. Please indicate in detail the education and experience of the members of the firm and their key personnel.
2. The consultant's experience with economic development and business attraction.
3. The consultant's experience with outdoor recreation based tourism.
4. The consultant's approach in completing the described Scope of Services, including any initial thoughts on project challenges and opportunities to consider.

Qualifications are requested to be submitted no later than Wednesday, April 6, 2016 at 5:00pm. Please submit one (1) electronic copy in Adobe PDF format to [ryan@cityofwildwood.com](mailto:ryan@cityofwildwood.com).

### **ABOUT THE CITY OF WILDWOOD**

Wildwood, MO (35,517) is a unique, progressive community that is set in a magnificent natural environment that features heavily wooded, hilly terrain with valleys, meadows and streams. Located in St. Louis County, just a 30 minute drive from downtown St. Louis, Wildwood is a historic community dedicated to its Master Plan, which provides for the preservation of its rural areas while providing for residential and commercial growth. Of the 68 square miles within the municipal boundaries, over 11 square miles are State or County Parks. The City is served by the AAA-rated Rockwood School District and has numerous recreational amenities, including an extensive trail and bikeway system, the only snow ski facility in the region, and an established equestrian community.

Should you have any questions, please feel free to contact my office at (636) 405-2041 or [ryan@cityofwildwood.com](mailto:ryan@cityofwildwood.com).

Sincerely,

**CITY OF WILDWOOD**

Ryan S. Thomas, P.E.  
City Administrator

# SAMPLE FORM OF AGREEMENT

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 \_\_\_\_\_, hereinafter referred to as “Consultant”, with a business address of: \_\_\_\_\_.

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:

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

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 \_\_\_\_\_ dollars (\$ \_\_\_\_\_), 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 \_\_\_\_\_, shall be completed on or before \_\_\_\_\_, 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 C**

(Optional)

**Consultant/Services Agreement**

**Progress Payment Schedule**

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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.



## Department of Public Works

### MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works

Date: March 4, 2016

Re: Snow Removal Contractor Review

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#### **Background:**

The City contracts with eight (8) companies to provide snow removal services throughout the City each year. These contractors are selected annually by the Department, typically in October for the following calendar year. For 2016, we have budgeted about \$440,000 for snow and ice removal. Over the last 10 years, this cost has averaged almost \$312,000/year. For data comparing Wildwood snow removal operations with other St. Louis County municipalities, please see **Table 1**.

For snow removal, we have the City divided into 26 separate routes, and we typically have about 30 snow plows on the road during a snow event. Our contractors are instructed to focus on hills and hazards first, followed by primary streets and then secondary (side) streets. After a normal snowfall has ended; it takes about four (4) to six (6) hours for the City contractors to completely clear the streets.

#### **February 14th Storm:**

On Sunday, February 14, 2016, we experienced a snowfall event which resulted in about 2-3" inches of snow. Snowfall began about 7 AM, at which time our contractors were called to begin plowing the streets. Snowfall ended about noon and all snow removal operations were completed by about 4:00 PM.

During the storm, Council Member Garritano expressed concern with regard to the snow removal response that was provided by the contractor responsible for the Meadows of Cherry Hills subdivision. Snow removal in the Meadows of Cherry Hills is handled by T. Hill Construction. T. Hill handles snow removal on three routes which include the following nearby subdivisions:

- Meadows of Cherry Hills
- Enclaves at Cherry Hills
- Lake Chesterfield
- Fairhaven Estates

Street Superintendent Scott Hummel and I were onsite around noon, and we were able to inspect the streets within the Meadows of Cherry Hills and the adjacent subdivisions. We observed that Cherry Hills Meadows Drive (the main street) had been plowed, however, other streets within the subdivision had not. An inspection of other streets covered by T. Hill showed that they had been plowed and were in good shape. The slow snow removal response in the Meadows of Cherry Hills appeared to be limited to one driver who was new, unfamiliar with the area and did not have a route map. Scott Hummel spoke to the owner about the response in the subdivision and he was very apologetic about the situation. Overall the Department has been very satisfied with this contractor's performance with the exception of the morning of February 14<sup>th</sup>.

*Planning Tomorrow Today™*

<b>Table 1</b>				
<b>SNOWPLOW TRUCKS/DRIVERS vs. LANE MILES</b>				
1/8/2015				
	<b>Min Trucks/Shift</b>	<b>No. of Lane Miles</b>	<b>No. of Lane Miles (in 100s)</b>	<b>No. of Trucks/100 lane miles</b>
Manchester	7	66	0.7	10.6
Des Peres	10	96	0.96	10.4
Valley Park	7	82	0.82	8.5
Ellisville	7	84	0.84	8.3
University City	8	100.5	1.005	8.0
<b>Wildwood</b>	<b>26</b>	<b>330</b>	<b>3.3</b>	<b>7.9</b>
Richmond Heights	5	66	0.66	7.6
Clayton	7	99	0.99	7.1
Chesterfield	22	364	3.64	6.0
Sunset Hills	6	110.5	1.105	5.4
Ballwin	13	263	2.63	4.9
Hazelwood	7	153	1.53	4.6
Creve Coeur	8	175	1.75	4.6
Florissant	12	334	3.34	3.6
Webster Groves	7	220	2.2	3.2
Kirkwood	5	234.25	2.3425	2.1
St. Louis County	116	3200	32	3.6

I will be available for any questions or comments at the March 8th, 2016, Admin/Public Works Committee meeting.

RCB