



WILDWOOD

CITY COUNCIL WORK SESSION

COUNCIL CHAMBERS

MONDAY, JULY 11, 2016

6:30 to 7:20 P.M.

WORK SESSION AGENDA

- I. CALL TO ORDER
- II. ROLL CALL
- III. MAYOR'S COMMENTS AND ANNOUNCEMENTS
- IV. FOR INFORMATION

- A. Rural Internet Access Committee Update (Wards – All)

Documents:

[WS - RURAL INTERNET ACCESS UPDATE.PDF](#)

- B. Celebrate Wildwood Event Update (Wards – All)

Documents:

[WS - CELEBRATE WILDWOOD EVENT.PDF](#)

- C. Marketing And Public Relations Update (Wards – All)

Documents:

[WS - MARKETING AND PUBLIC RELATIONS UPDATE.PDF](#)

- D. Construction Project Update (Wards – All)

Documents:

[WS - CONSTRUCTION PROJECT UPDATE 7-8-2016.PDF](#)

V. FOR ACTION

A. Consultant Agreement With Mundell & Associates (Wards – All)

Documents:

[WS - CONSULTANT AGREEMENT WITH MUNDELL.PDF](#)

B. Missouri Moves Cost-Share Program – Proposed Funding Applications (Wards – All)

Documents:

[WS - MISSOURI MOVES COST SHARE PROGRAM.PDF](#)

VI. OTHER

VII. ADJOURNMENT

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];



July 11, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: Update on the City's Rural Internet Access Project

Council Members:

The City Attorney has continued to discuss the agreement for the use of St. Louis County's emergency communications towers by the City's two (2) preferred providers – Bays ET and Wisper ISP. These discussions have focused on the details of the agreement and ensuring the providers are aware of their respective requirements to gain final access to the towers. St. Louis County has requested the information provided to it from the providers be submitted at the same time and not separately, so as it can be reviewed from that perspective and for consistency purposes. It is important to note the bill for the agreement between St. Louis County and the City of Wildwood is on tonight's agenda for final passage.

The two (2) providers are completing their long-range plans for the expansion of service from current City-owned poles and St. Louis County towers and have an additional couple of weeks to complete this information, with the intent to present it first to the Rural Internet Access Committee (RIAC) at the end of July or early August, then to the City Council. This presentation to City Council will coincide very closely with the preparation and discussion of mid-year budget adjustments, so if additional funds are agreed to for these improvements, such could be programmed at this time. These long-range plans are intended to begin the service push to those households that are considered the most difficult to serve (the last mile).

If any of the City Council members should have questions or comments in this regard, please feel free to contact the Department of Planning at (636) 458-0440. Thank you for your continued support of this project and the efforts to address the needs of rural Wildwood residents.

Respectfully submitted,
CITY OF WILDWOOD

Joe Vujnich, Director
Department of Planning

Cc: The Honorable James R. Bowlin, Mayor
Ryan S. Thomas, P.E., City Administrator
John A. Young, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Chris Bay, Malinda Heuring, and Nathan Stooke, Service Providers – Bays ET and Wisper ISP



WILDWOOD

July 11, 2016

The Honorable City Council
City of Wildwood, Missouri
16860 Main Street
Wildwood, Missouri 63040

Re: Celebrate Wildwood – 21st Anniversary Event

Council Members:

The Department continues to make the needed preparations for the 21st Anniversary Celebration, which includes the art festival and founders' events. Many volunteers are participating as well to ensure this event will be better than 2015 and offer something that is fun and enjoyable for anyone's taste or interest. Highlights of this year's three (3) day event include the following:

1. The 399th U. S. Army Band, from Fort Leonard Wood, Missouri, will headline the first of two (2) major concerts planned for this weekend. This band, formed during World War II, has entertained troops and others for almost seventy-five (75) years. For more information about the band, please copy this link into your browser - <http://www.wood.army.mil/newweb/399th/history.html>. Following the concert, fireworks are planned to conclude the first night's activities.
2. The always popular parade will kick-off Saturday's events and ceremonies and will again feature the talented and entertaining Lafayette High School Band. The theme of this year's parade is "Get Your Kicks in Wildwood on Route 66."
3. The Ralph Butler Band will be headlining the music on Saturday night. Following the concert, the second night of fireworks is planned.
4. The Back Street Cruisers will be playing during the always entertaining car show on Saturday. The car show participants will leave the grounds on Saturday for a planned tour of Wildwood and dinner at Community Park.
5. The Farmers Market and many food vendors and others will be front and center on Saturday in the plaza area taking part in this event.
6. The Pond Athletic Association (PAA) will be providing the assistance again this year at the beer and wine garden and tent.
7. The Boy Scout Encampment will be a part of this year's event again, with over a hundred participants offering demonstrations, games, and other activities for the public.
8. The Art Festival will be in full swing on Saturday and Sunday, with over fifty (50) registrants at this time.
9. The event will have bounce houses, children activities, face painters, and clowns, and demonstrations for all attendees.
10. The Wildwood Historical Society will have a large booth and other area for its many displays and interesting information.

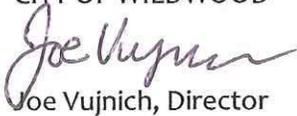
11. The event will again be honored to host veterans from all wars, beginning from World War II to Iraq/Afghanistan. A special tent will be available for visitors to talk to these veterans and appreciate the sacrifices they have made for all of us.
12. The St. Louis County Police Department will be participating and raising money for the Special Olympics, through the purchase of raffle tickets to win a new Chevrolet pick-up truck.
13. The local fire departments will be presented and provide hands-on tours of their equipment.
14. The Saturday event will also be hosting approximately twenty (20) authors of children books, which will allow for purchases and the opportunity for parents and children to meet and talk with these talented individuals.

There will be a lot to do and see. The volunteers want to ensure everyone has something for them to enjoy and highlight the wonderful first twenty-one (21) years of Wildwood. Additionally, all attendees will receive a map that will allow them to take a self-guided tour of the historic communities and over thirty (30) points of interest in Wildwood.

City Council members' attendance, and participation, is encouraged. There are a number of ways to participate, from riding in the parade to joining in at the Opening Ceremonies, along with many other activities throughout this three (3) day event. Look for e-mail soon from the Department of Planning outlining the ways you can participate and respond to let us know your plans.

If any of the City Council Members have any questions, comments, or suggestions, please feel free to contact the Department of Planning and Parks at (636) 458-0440. Thank you for your support of this event.

Respectfully submitted,
CITY OF WILDWOOD



Joe Vujnich, Director
Department of Planning and Parks

Cc: The Honorable James R. Bowlin, Mayor
Ryan S. Thomas, P.E., City Administrator
Rick Brown, P.E. and P.T.O.E, Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation
Amanda Horstman, Recreation Specialist



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MEMORANDUM

To: Mayor James R. Bowlin and Wildwood City Council

From: Ryan S. Thomas, City Administrator

Date: July 8, 2016

Re: Marketing and Public Relations Update

Gerard Marketing Group has commenced work as the City's marketing and public relations consultant, and is currently working on the following tasks:

1. Both the **Research & Insight** and **Strategy & Tactical Plan** phases are well underway, and should be completed by the end of July. Of note, a strategy session was held on June 28, 2016 with Mayor Bowlin, City Council Members and City Team Members, which has led to the preparation of several branding concepts that will be ready for review by the City in late July.
2. The development of a communication plan / media handbook is well underway, and will be ready for review by the City in late July.
3. The development of a marketing brochure, focused on tourism/outdoor recreation, is in design for review by the City in late July. The City Administrator plans to distributing this brochure at the Outdoor Retailer Summer Market event in early August, and through direct contacts for tourism/outdoor recreation related businesses and organizations. This brochure may be modified in the future, as needed for particular areas of focus. Other marketing brochures may also be created for focus on general economic development/business attraction.
4. A public relations training session is tentatively planned for the last week of July. One a date/time has been set, a notice to City Council Members will be sent out separately.

I will be available for any questions or comments at the July 11, 2016 City Council Work Session.

RST

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Memo

To: Mayor Jim Bowlin
Wildwood City Council Members

From: Mike Hartwig, Assistant City Engineer
Joe Vujnich, Director of Planning & Parks

Date: July 8, 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 July 11, 2016 City Council Meeting.

Manchester Road Resurfacing & Bike Lanes: This project will resurface Manchester Road from the Route 109 intersection to the western intersection with Route 100. The project will include some shoulder widening to provide two 11' driving lanes and two adjacent 5' shoulder/bike lanes. The contractor has placed the asphalt base and will be grading the backslopes and placing the asphalt surface mix over the next few weeks. There will be no road closures or nighttime work on the project.

Community Park Access Road Extension: The contractor has begun work to extend the Community Park Access Road to connect to the Pond-Grover Loop Road Extension west of Route 109. Several utilities will need to be relocated before the contractor can continue grading of the new extension roadway. The extension roadway is scheduled to be completed later this year.

2016 Street Slab Replacements: The contractor has completed slab replacement work in Westridge Oaks, Lake Chesterfield, Westglen Farms, Winding Trails, Highland Summit, Westhampton Woods, Winding Trails, and Timber Ridge Subdivisions. They plan to complete the remaining clean-up work in these subdivisions and complete this project over the next few weeks.

Caulks Creek Trunk Sewer Project by MSD: The contractor for MSD has completed clearing of the sewer line sections along Strecker Road from south of Church Road to McBride Pointe and from south of Woodcliff Heights Drive to Clayton Road and has begun installing the sewer mains on the north end of the project. Clearing and work for the section along Strecker Road between McBride Pointe and south of Woodcliff Heights Drive will not begin until this fall. The contractor and MSD have been notifying affected property owners in the area.

Forby Road and Alt Road Project in Eureka: Utility relocation work began for this City of Eureka project in late January and will continue through June. Road construction work began in June. Alt

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Road is currently closed between Thunder Valley Drive and Forby Road. A signed detour route is in place and local traffic is able to access Alt Road from Forby Road via Meramec Boulevard and Wren Meadow Drive. This closure is expected to be in place until the end of July. 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.

MH and JV



WILDWOOD®

MEMORANDUM

To: Mayor James R. Bowlin and Wildwood City Council

From: Ryan S. Thomas, City Administrator

Date: July 8, 2016

Re: Consultant Agreement with Mundell & Associates

As discussed at the June 27, 2016 City Council Work Session, Mundell & Associates has been re-engaged to provide support to the City during its upcoming meeting with EPA officials. An initial agreement in an amount not to exceed \$5,000 has been authorized by the City Administrator, which has allowed Mundell & Associates to begin their review of the pertinent documents (identified at Task #1, and a portion of Task #2, in the attached proposal). In order to continue with the full scope of work identified in the Mundell proposal, authorization from the City Council is required. A suggested budget of \$10,720.60 was identified in the Mundell proposal; and accordingly, Resolution #2016-18 has been prepared for consideration at the July 11, 2016 City Council Meeting, to increase the scope of work under the agreement to an amount not to exceed \$11,000.00.

I will be available for any questions or comments at the July 11, 2016 City Council Work Session.

RST

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110 South Downey Avenue, Indianapolis, Indiana 46219-6406
Telephone 317-630-9060, Facsimile 317-630-9065
www.MundellAssociates.com

June 24, 2016

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

RE: **PROPOSAL FOR PROFESSIONAL CONSULTING SERVICES**
File Review and Meeting Preparation
Partial Deletion of the Ellisville Superfund Site
Wildwood, Missouri 63011
MUNDELL Proposal Number P16030

Dear Mr. Thomas:

MUNDELL & ASSOCIATES, INC. (MUNDELL) is pleased to submit this proposal for providing professional consulting services associated for the above-referenced facility ("the Site") as requested by the City of Wildwood, Missouri. The following paragraphs summarize MUNDELL's understanding of the work assignment, a scope of services and activities necessary to complete the assignment and a schedule and cost for completion of those services.

UNDERSTANDING OF THE PROJECT

It is our understanding that the United States Environmental Protection Agency (U.S. EPA) has issued on March 18, 2016 a Notice of Intent to Delete the Callahan property, Operable Unit 3 (OU3) (Parcel ID 22U220242) of the Ellisville Superfund Site located at 210 Strecker Road in Wildwood, Missouri from the National Priorities List (NPL). This partial deletion pertains to all media (soil and groundwater) of the Callahan property, but does not include the Bliss property (Operable Unit 2) or the Rosalie property (Operable Unit 1), which will remain on the NPL and are not being considered for deletion as part of this action.

As a result of the U.S. EPA's notice, the City of Wildwood desires to engage MUNDELL for the purpose of providing an updated review of the associated technical documents related to the Site, and to attend a meet with the City of Wildwood and the U.S. EPA to discuss whether deletion of the Callahan property will be protective of human health and the environment considering the likely future residential use of the

property and the adjacent residential land use. In addition, it is desired for MUNDELL to identify existing data gaps and other technical concerns that may require additional investigation and study prior to considering this action.

WORK SCOPE

MUNDELL personnel will communicate, advise, and coordinate efforts with the City of Wildwood personnel and associated legal counsel regarding any aspects of the document review and meeting preparations. The following tasks are expected to be performed as part of this work effort:

Task 1 – U.S. EPA and City of Wildwood File Review

MUNDELL will complete a review of the recent (2012 to 2016) and re-review of selected past (pre-2012) technical and communication files related to the Ellisville Superfund Site. In particular, this includes but is not limited to the following documents:

- 1) Letter from City of Wildwood to U.S. EPA, March 14, 2014;
- 2) Letter from State of Missouri Department of Natural Resources to the U.S. EPA, August 15, 2014;
- 3) Callahan Property Limited Risk Assessment, U.S. EPA, June 22, 2015;
- 4) Callahan Property Removal Action Report, April 16, 2013;
- 5) Ellisville Site Removal Action Report, U.S. EPA, December 2, 2014, 2015;
- 6) Communication between the U.S. EPA and the City of Wildwood;
- 7) Letter from City of Wildwood to the Honorable Ann Wagner, February 26, 2015.
- 8) Letter from Elizabeth Behrouz to City of Wildwood, April 29, 2015;
- 9) Letter from City of Wildwood to U.S. EPA, August 25, 2015;
- 10) U.S. EPA response to Wildwood, December 9, 2015;
- 11) U.S. EPA Regional Screening Levels, 2015;
- 12) Letter from City of Wildwood to U.S. EPA, February 29, 2016;
- 13) Letter from U.S. EPA to City of Wildwood, March 10, 2016;
- 14) U.S. EPA Notice of Intent to Delete the Callahan property, March 18, 2016;
- 15) Letter from City of Wildwood to U.S. EPA, April 18, 2016;
- 16) Report to City of Wildwood on Ellisville Site EPA documents from ESC, May 6, 2016; and
- 17) Letter from City of Wildwood to U.S. EPA, June 14, 2016.

As part of this review, MUNDELL will review the 2015 U.S. EPA Regional Screening Levels (RSLs) referenced in these reports as well as current State of Missouri risk-based corrective action (MRBCA) cleanup levels. The purpose of this review will be to identify whether the referenced RSLs as they have been used by the U.S. EPA will be protective of human health and the environment relative to the future residential use of the Callahan property and surrounding properties.

Task 2 – Development of Technical Conclusions

MUNDELL will review the U.S. EPA report findings and recommendations, and offer our own recommendations as to whether the U.S. EPA recommendations sufficiently take into account the best interests of the City of Wildwood and its residents. MUNDELL will prepare a list of data gaps and deficiencies related to the Site investigations and removal actions that have been completed to date on the property. As part of this, MUNDELL will highlight the most significant technical concerns associated with the Site, and what additional activities should be undertaken to address the City of Wildwood’s concerns. This information will be used as preparation for the meeting between the City of Wildwood and the U.S. EPA in July 2016.

Task 3 – Project Communications and Meeting

MUNDELL will prepare for the July 2016 meeting between the City of Wildwood and the U.S. EPA by also having at least one extended telephone conference call with representatives of the City in order to understand the detailed communications and events leading up to the meeting. MUNDELL’s preparation will particularly focus on the Callahan property deletion proposal by the U.S. EPA. MUNDELL will then attend the July 2016 meeting in a technical support role for the City of Wildwood.

COST ESTIMATE

MUNDELL will complete the aforementioned scope of work on a time-and-materials basis for a not-to-exceed cost of **\$10,720.60**, based on the following breakdown of costs:

Task 1.	U.S. EPA and Wildwood File Review	\$3,612.00
Task 2.	Development of Technical Conclusions/Preparation	\$2,852.00
Task 3.	Meeting with City of Wildwood and U.S. EPA	\$3,282.00
Subtotal		\$9,746.00
Contingency (10 %)		\$974.60
TOTAL		\$10,720.60

The meeting includes travel time and an overnight stay in St. Louis as part of the project requirements. It has also been assumed that the meeting will not last longer than one-half a day.

AUTHORIZATION

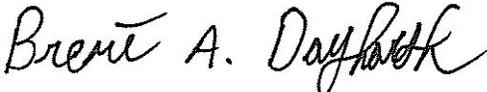
All work will be conducted in accordance with the attached Terms and Conditions. If the proposal is acceptable, please sign and return one copy of the Proposal Acceptance Agreement, which is required for project activation and scheduling. MUNDELL will begin work as soon as soon as the Acceptance Agreement is

received.

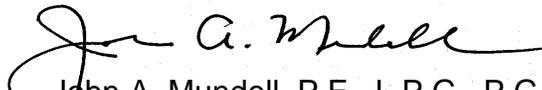
If the project scope should differ from that specified in this proposal, the proposed changes will be discussed with the City of Wildwood. After obtaining written authorization for the proposed changes from the City of Wildwood, the project costs would be modified to reflect the changes. However, this cost estimate will not be exceeded unless unexpected conditions are encountered or the scope of the project is changed significantly. Any revisions in the work effort will be billed at the rates in the attached fee schedule.

We appreciate the opportunity to provide this proposal for your consideration and look forward to your favorable acceptance of it. If you should have any questions regarding this proposal, please do not hesitate to contact me (317-630-9060).

Sincerely,
MUNDELL & ASSOCIATES, INC.



Brent A. Dayharsh, L.P.G.
Director of Technical Services



John A. Mundell, P.E., L.P.G., P.G.
President / Senior Environmental Consultant

Attachments: Proposal Acceptance Agreement
 Fee Schedule
 Terms and Conditions
 Summary of Estimated Project Costs

MUNDELL & ASSOCIATES, INC.
PROPOSAL ACCEPTANCE AGREEMENT

Description of Services: Technical Review and Meeting Support
Project Name: Partial Deletion of the Ellisville Superfund Site
Project Location: Wildwood, Missouri
MUNDELL Proposal No.: P16030 *Date:* 6/24/16
Proposed Cost: \$10,720.60
MUNDELL Project No.: _____ *Date:* _____

For Approval and Payment of Charges:

Invoices will be charged and mailed to the account of:

PROPOSAL ACCEPTED BY: _____
TITLE: _____
DATE ACCEPTED: _____

PAYMENT TERMS: Payment by Client within 30 days of date of submittal of invoice.

SPECIAL PROVISIONS: None

This AGREEMENT together with MUNDELL's proposal, the following Terms and Conditions, and EXTENSION OF AGREEMENT form constitute the entire agreement between Client and MUNDELL and supersedes all prior written or oral understandings:

- ❖ General Terms and Conditions
- ❖ Environmental Services Terms and Conditions

For Approval of Charges:

Send Invoice to (if different from above):

Firm: _____
Street Address: _____
City: _____ *State:* _____ *Zip Code:* _____
Attention: _____
Telephone: _____ *Fax:* _____

MUNDELL & ASSOCIATES INC.
Litigation Fee Schedule 2016

	<u>Unit</u>	<u>Unit Price</u>	<u>Activity Code</u>
I. PROFESSIONAL STAFF			
Senior Consultant - General Consulting	Hr	165.00	1000
Senior Consultant - Litigation Support	Hr	265.00	1001
Senior Consultant - Deposition/Trial	Hr	315.00	1002
Principal Engineer/Scientist	Hr	144.00	1003
Senior Project Engineer/Scientist	Hr	134.00	1004
Project Engineer/Scientist	Hr	118.00	1005
Staff Engineer/Scientist	Hr	109.00	1006
Engineer/Scientist	Hr	99.00	1007
Field Technician/Engineering Aide	Hr	89.00	1008
II. SUPPORT STAFF			
Clerical Services	Hr	64.00	1009
Drafting/CAD Services	Hr	76.00	1010
III. GENERAL EXPENSES			
Site Mobilization/Demobilization	project specific		1020
Automobile Transportation	Mi	0.72	1021
Heavy Truck Transportation	Mi	0.76	1022
Personal Vehicle Project Use	Day	45.00	1023
Outside Analytical Services	Cost + 15%		1024
Outside Drilling Services	Cost + 15%		1025
Outside Geotechnical Soil Testing Services	Cost + 15%		1026
Subcontract Service or Rental Equipment	Cost + 15%		1027
Report Preparation Materials	Cost + 15%		1028
Out-of-Town Living Expense (food, lodging, travel)	Cost + 15%		1029
Transportation by Commercial Carrier or Rental Car	Cost + 15%		1030
Delivery (courier/overnight/postage)	Cost + 15%		1031
In-house photocopies	Ea	0.12	1032
In-house color copies (8 1/2 in. x 11 in.)	Ea	0.68	1033
In-house color copies (11 in x 17 in)	Ea	1.36	1034
In-house color copies (24 in. x 36 in.)	Ea	5.60	1035
Camera and Film	Day	33.00	1036
Miscellaneous Project Supplies	Cost + 10%		1037
IV. EQUIPMENT & SUPPLIES			
Soil/Water/Air Monitoring			
Photoionization Detector	Day	95.00	1220
Flame Ionization Detector	Day	135.00	1221
Gastechtor	Day	75.00	1222
Explosimeter	Day	90.00	1223
Oxygen Detector	Day	65.00	1224
Specific-compound Detector	project specific quote		1225
Groundwater Measurement			
Water Level Meter	Day	39.00	1250
Oil/Water Interface Probe	Day	77.00	1251
Data Logger	Day	180.00	1252
Insitu Troll 9000 Multiparameter (pH, DO, conduct., temp.)	Day	150.00	1253
Flow Cell	Day	45.00	1254
Environmeter	Day	200.00	1255
Environmeter	Week	460.00	1256
Environmeter Tests	Ea	60.00	1257
Ferrous Iron Test Kit	Day	30.00	1258
Nitrate Test Kit	Day	30.00	1259
Sulfate Test Kit	Day	30.00	1260
Geochemical Parameter Strips	Ea	1.75	1261

Soil/Groundwater Sampling

Sampling/Decon.Equip.(bucket, brushes, detergent)	Day	39.00	1300
Disposable Bailers	Ea	25.00	1301
Disposable Health & Safety Protective Wear and Equipment	Cost + 15%		1302
Miscellaneous Field Supplies	Cost + 15%		1303

Geophysical Equipment

Total Field Magnetometer (GSM-19)	Day	105.00	1401
Shallow Terrain Conductivity Meter (EM-38 MK-II)	Day	190.00	1402
Terrain Conductivity Meter (EM-31)	Day	190.00	1403
Multifrequency Terrain Conductivity Meter (GEM-2)	Day	190.00	1415
Deep Terrain Conductivity Meter (EM-34)	Day	190.00	1404
Deep Metal Detector (EM-61 MK-II)	Day	190.00	1405
Ground Penetrating Radar (Noggin 250 MHz/1 GHz)	Day	285.00	1406
2-Dimensional Resistivity Meter (AGI Sting/Swift)	Day	400.00	1407
24-Channel Seismograph (Geometrix)	Day	290.00	1408
RadioDetection RD400 Line Tracer	Day	130.00	1409
Schonstedt GA-72Cd	Day	75.00	1410
Downhole Logging System (probes not included)	Day	240.00	1411
Natural Gamma Probe	Day	125.00	1412
Three-Arm Caliper Probe	Day	100.00	1413
Electromagnetic Induction Conductivity Probe	Day	155.00	1414

Miscellaneous Equipment/Materials

Generator, portable, less than 5kW	Day	70.00	1501
Generator, portable, less than 10 kW	Day	130.00	1501b
Generator, portable, greater than 10 kW	Day	160.00	1501c
Compressor	Day	65.00	1502
Survey Equipment (total station)	Day	150.00	1503
Trimball DGPS System	Day	95.00	1504
Two-way Radios	Day	27.00	1505
Field Computer	Day	100.00	1506

Notes:

1. Scientist staff designations includes geologist, hydrogeologist, environmental scientist, biologist and chemist.
2. Engineering staff designations includes environmental, chemical, geological, and agricultural.
3. Charges for Professional and Support Staff will be made for administration of projects, sample collection, supervision of technician services, field investigation and evaluation, review and analysis of field and laboratory data, analysis and design, report preparation and review, travel time, consultation and meetings related to the project, etc.
4. Time spent in portal-to-portal travel in the interest of the project will be charged at the appropriate hourly rate.
5. Normal working hours are 6:00 a.m. to 6:00 p.m. Premium rates may be applicable for expedited services, for services performed outside of these hours, over 8 hours per day within this period, and on Saturdays, Sundays and holidays at 1.5 times the standard hourly rate. Special weekend and night time work requests may require a minimum 4 hr charge.
6. Personnel services requiring a higher safety protection level (other than Level "D") will be charged at a higher unit rate based on the project level of difficulty.
7. Billings for services are payable within 30 days of the invoice date. An interest charge at the rate of 1.5% per month, or the maximum allowed by law, will be added to all invoices not paid within these terms.
8. Standard non-disposable protective wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 15%.
9. Other equipment not specifically quoted is available upon request.
10. For multi-year projects, the fee schedule rates provided herein will be adjusted at the end of each fiscal year to account for inflation.

MUNDELL & ASSOCIATES, INC.

GENERAL TERMS AND CONDITIONS

1. SCOPE OF WORK

MUNDELL & ASSOCIATES, INC. (MUNDELL) shall only be required to perform the services specified in this contract and Client shall compensate MUNDELL at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). MUNDELL will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, MUNDELL must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

2. RIGHT OF ENTRY

Client grants to MUNDELL the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to MUNDELL that it has the authority and permission of the owner and occupant of the site to grant right of entry to MUNDELL.

3. PAYMENT TERMS

MUNDELL will submit invoices to Client monthly and a final bill upon completion of services. Retainage shall be as stated in the contract. Payment is due at the time of ELTF reimbursement but not to exceed 120 days from invoice date, regardless of whether client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2 %) per month, or the maximum allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by MUNDELL under this contract, are instruments of MUNDELL's service, but shall be property of Client. MUNDELL shall have the right to retain copies of all such materials. Unless otherwise specified, MUNDELL shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer governing.

5. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, MUNDELL MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE, CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY MUNDELL TO CLIENT. Client agrees to give MUNDELL written notice of any breach or default under this section and to give MUNDELL a reasonable opportunity to cure such breach or default, without the payment of additional fees to MUNDELL, as a condition precedent to any claim for damages.

6. RISK ALLOCATION

Due to the very limited benefit MUNDELL will derive from this project compared to that of other parties involved, including Client, Client agrees to limit MUNDELL's liability to

Client, or any other party using or relying on MUNDELL's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of MUNDELL to all those named shall not exceed \$50,000 or MUNDELL's total fee for the services rendered on this project, whichever is greater. MUNDELL will waive this limitation up to \$1,000,000 upon client's request and agreement in writing to pay an additional consideration of 10% of MUNDELL's total fee or \$500, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the result of MUNDELL's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of MUNDELL's liability for damages suffered by other design professionals, the contractor or subcontractor arising from MUNDELL's professional acts, errors or omissions.

7. INSURANCE & GENERAL LIABILITY

MUNDELL maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. MUNDELL has insurance coverage under public liability and property damage which MUNDELL deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event MUNDELL determines there may be significant risk that MUNDELL's invoices may not be paid on a timely basis, MUNDELL may suspend performance and/or retain any reports or other information until Client provides MUNDELL with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that time frame, or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract up on providing thirty (30) days written notice to the other party.

9. ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of MUNDELL.

10. CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of

this contract. No action may be brought against MUNDELL arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless MUNDELL shall have received within two (2) years after completion of services under this contract written notice specifying the alleged defects in MUNDELL's performance or other breach.

11. SAFETY

MUNDELL's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with MUNDELL's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe job site. Neither the professional activities of MUNDELL, nor the presence of MUNDELL's employees and its subcontractors shall be construed to imply MUNDELL has any responsibility for any activities on site performed by personnel other than MUNDELL's employees or subcontractors. Additionally, MUNDELL shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

12. ARBITRATION

If a claim is made against MUNDELL for inadequate, negligent or improper performance of services by MUNDELL pursuant to this contract, any party to this contract may demand that any such disputes be determined by arbitration. In that event, the party alleging such deficient performance will select an arbitrator and MUNDELL will select an arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay the arbitrator selected by that party and the expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Marion, State of Indiana. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

13. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

14. DELAYS IN WORK

MUNDELL will charge Client at standard rates for stand-by or non-productive time for delays in MUNDELL's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold MUNDELL liable for problems that may occur if MUNDELL's recommendations are not followed and waives any claim against MUNDELL, and agrees to defend, indemnify and hold MUNDELL harmless from any claim or liability for injury or loss that results from failure to implement MUNDELL's recommendations.

16. FORCE MAJEURE

Neither Client nor MUNDELL shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including

but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

17. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include the costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in MUNDELL's report, are based on information furnished by others and/or estimates made by MUNDELL's personnel and are only considered approximations, unless otherwise stated. MUNDELL may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.

MUNDELL & ASSOCIATES, INC.
ENVIRONMENTAL SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are in addition to the General Terms and Conditions and any other standard Terms and Conditions included with this contract.

The presence of hazardous materials, including asbestos containing materials (ACM), on or beneath the surface of a site creates extraordinary risks which should be fairly and equitably allocated in proportion to the benefit between the Client and MUNDELL. (MUNDELL's benefit is relatively small as it consists only of the profit from its fee.) Also, such work involves unavoidable, non-transferable and often uninsurable risks for MUNDELL created by the nature of the hazardous materials and the tentativeness of present technology.

1. EXISTING SITE INFORMATION

Client shall furnish or cause to be furnished to MUNDELL all information known to Client that relates in any manner to subsurface hazards or human-made obstructions or hazardous conditions or materials on which site MUNDELL will be performing its services, including, but not limited to, hazardous wastes, hazardous substances, underground storage tanks, ACM, pipelines and utility lines. MUNDELL shall be entitled to rely upon the information provided by Client. Failure to notify MUNDELL shall result in Client assuming full liability for any and all cost, expenses and damages incurred by MUNDELL as a result of such failure. MUNDELL shall not be responsible for damage to subterranean structures which are not called to MUNDELL's attention or correctly shown on the documents furnished to MUNDELL. Client shall indemnify, defend and hold harmless MUNDELL from and against any claims, losses or damages incurred or asserted against MUNDELL related to Client's failure to mark, protect or advise MUNDELL of underground structures or utilities.

2. LIMITATION ON SCOPE OF SERVICES

MUNDELL has had no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which shall at no time become the property of MUNDELL. Client shall evaluate and select the proper disposal site for treatment or disposal of its hazardous materials and shall select the method of transportation and shall be solely responsible therefor. Any arrangements for treatment, storage, transport, or disposal of any hazardous materials that are made at the direction of Client and to be conducted or completed by MUNDELL shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless MUNDELL from and against any and all claims, damages, losses, liability, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, disposal or arrangement for transportation or disposal of hazardous materials, unless caused by the negligence or willful acts of MUNDELL.

3. AQUIFER CONTAMINATION

Client waives any claim against MUNDELL, and agrees to defend, indemnify and save MUNDELL harmless from any claim or liability for injury or loss as a result of cross-contamination caused by drilling and sampling unless due to MUNDELL's negligence or willful acts.

4. EXTENSION OF INDEMNIFICATIONS

Client agrees that all indemnifications granted to MUNDELL also be extended to those subcontractors, individuals or

organizations retained by MUNDELL for this work.

5. FAILURE TO DETECT HAZARDOUS MATERIALS

Client waives any claim against MUNDELL, and agrees to defend, indemnify and save MUNDELL harmless from any claims or liability for injury or loss arising from MUNDELL's failure to detect the presence of hazardous materials, including ACM, through techniques agreed upon in the scope of work, unless the failure to detect hazardous materials was due to MUNDELL's failure to properly execute the scope of work set forth in this Contract.

6. FIELD MONITORING AND TESTING

If MUNDELL's services include monitoring of work performed by other contractors, under no circumstances shall MUNDELL have the right or obligation to stop or direct the contractor's work. MUNDELL will only provide data and recommendations. MUNDELL shall not assume responsibility for contractor's means, methods, techniques, sequences or procedures and MUNDELL's services shall not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications and applicable laws and regulations. Continuous monitoring by MUNDELL's employees does not mean that MUNDELL is observing all activities of contractor or any other activities on site.

If MUNDELL is not retained to monitor remedial construction or ACM abatement recommended by MUNDELL, Client waives any claim against MUNDELL, and agrees to indemnify, defend and save MUNDELL harmless from any claim or liability for injury or loss arising from problems during remedial construction or ACM abatement.

7. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to governmental agencies with respect to any hazardous substances detected on site. If Client disregards MUNDELL's recommendations pertaining to reporting or public health and safety, Client waives any claim against MUNDELL and agrees to defend, indemnify and save MUNDELL harmless from any claim or liability for injury or loss arising from disregarding MUNDELL's recommendations.

8. SITE WORK

MUNDELL will take reasonable precautions to avoid any damage to the site from the activities of its crews or equipment. However, unavoidable damage caused in the execution of the work such as tire rutting, cutting and splicing of fences, removal of ACM core samples in insulation, pipe wrap, etc., drilling through pavements, etc. will not be restored unless otherwise stated in the contract.

9. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, hold harmless and indemnify MUNDELL from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents, unless caused by MUNDELL's sole negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or persons before or after completion of services herein; allegations that MUNDELL is handler, generator, operator, treater or storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

If a third party brings suit or claim for damages against MUNDELL alleging personal injury or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after the services of this Agreement, Client agrees to the maximum extent permitted by law to defend MUNDELL and pay on MUNDELL's behalf any judgement resulting against MUNDELL, including interest thereon, unless such damages are caused by MUNDELL's sole negligence.

10. ANALYTICAL TESTING

MUNDELL will require analytical tests to be performed in accordance with current standard characterization techniques (e.g., standard methods, ACM, EPA methods) established by the MUNDELL contract laboratory's SOP and QA/QC Manual.

11. DISCLOSURE

MUNDELL will maintain all information concerning the identity of samples, the analyses requested, and the results of such analyses, for a period of one (1) year from receipt of samples unless otherwise directed by court order or other legal process. Client shall be solely responsible for complying with all governmental requirements and Client shall indemnify and hold harmless MUNDELL for any costs, expenses or damages incurred by MUNDELL due to Client's failure to follow applicable reporting requirements.

12. ROOF CUTS

If roof cuts are authorized by Client in ACM investigation, it is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, MUNDELL may make temporary repairs at the time of sampling and inspection which may result in additional charges. MUNDELL's personnel are not certified in roofing repair and MUNDELL shall therefore under no circumstances be responsible for the adequacy and water tightness of the temporary repairs, nor shall MUNDELL be responsible for any water damage to the roofing system, building, or its contents resulting from MUNDELL's temporary repairs.

13. DISPOSAL OF CONTAMINATED SAMPLES

MUNDELL shall retain samples of soil, rock, waste or other materials contaminated by hazardous substances, including ACM, obtained from the project site for no longer than thirty (30) calendar days after issuing written test results, unless

otherwise mutually agreed upon in writing, but such samples shall at all times remain the exclusive property of Client. Unless otherwise indicated, MUNDELL, solely as Client's agent, may make arrangements for proper transportation and disposal of the samples with appropriate licensed parties or may return the samples to Client. Client agrees to waive any claim against MUNDELL and to defend, indemnify and hold MUNDELL harmless from any claim or liability for injury or loss arising from MUNDELL's service as Client's agent in arranging for proper transportation and disposal of contaminated samples. In the event MUNDELL determines the contaminated samples constitute a large quantity or the samples are contaminated with toxic and/or hazardous substances (i.e. PCBs, Dioxins, Cyanide, Pesticides, etc.), CLIENT agrees to pay all transportation and disposal costs and provide a manifest signed by Client as generator for transportation to a site selected by Client, or MUNDELL will return the samples to the project site.



MEMORANDUM

To: Mayor James R. Bowlin and City Council Members

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

Date: July 8, 2016

Re: Missouri Moves Cost Share Program – Proposed Funding Application

Background

The Missouri Department of Transportation is seeking projects that could be funded through the new Missouri Moves Cost Share Program. The Missouri Moves Cost Share Program provides financial assistance to public and private applicants for state and local projects satisfying a transportation need. MoDOT will fund this new program with a General Revenue appropriation from the General Assembly. Eligible projects include roads, bridges and multimodal facilities. MoDOT will participate up to 50 percent of the total project cost.

A total of \$20M is available statewide, of which 1/3 is allocated to be spent on multimodal facilities. Multimodal facilities include bicycle and pedestrian projects. No more than \$5M is available to the St. Louis region. Funds must be spent by June 30, 2017. Applications are due by July 29, 2016.

Projects will be evaluated based on the following criteria:

- Project Category: Safety (high priority), Preservation (Taking Care of the System) (medium priority) and System Expansion (low priority)
- State System project (excludes multimodal projects)
- Applicant's level of participation
- Applicant's source of matching funds; and
- Current project status (ready to advertise for construction bids, design plans in place, etc.)

Given the short timeframe available to construct the projects (and spend the funds), only projects that are considered "shovel ready" are feasible.

I have attached a copy of the program guidelines for your information.

Recommendation

The Department is recommending the City submit an application to MoDOT for two bicycle / pedestrian projects as follows:

1. **Route 100 and Route 109 Bicycle and Pedestrian Safety Improvements (Approximate Construction Cost = \$160,000 - \$200,000)**

This project includes the following improvements:

- Crosswalk Improvements at Route 109 and Pond-Grover Loop Road – Install flashing beacons on either side of the existing crosswalk over Pond-Grover Loop Road for the shared use path along the east side of the roundabout. (The flashing beacons would have a push button system or sensor which activates the beacons prior to crossing. The City of Ellisville has recently installed similar flashing beacons located on the shared use path along Manchester Road crossing Strecker Road and Truman Road.) Also, possibly relocate the crosswalk to the east to provide more separation from the roundabout.

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- Crosswalk Improvements at Route 109 and Shepard Road Drive - Install a new striped crosswalk over Route 109 with pedestrian signals and connections to the existing trail. In addition, install flashing beacons on either side of the existing crosswalk over Shepard Road for the shared use path along the east side of Route 109. (The flashing beacons would have a push button system or automatic sensor which activates the beacons prior to crossing.)
- Crosswalk Improvements at Route 109 and Bent Ridge - Install flashing beacons on either side of the existing crosswalk over Bent Ridge Drive for the shared use path along the east side of Route 109. (The flashing beacons would have a push button system or automatic sensor which activates the beacons prior to crossing.) Also, possibly relocate the crosswalk to the east to provide more separation from Route 109.
- Route 100 at Taylor Road Pedestrian Safety Improvements – Install pedestrian count down signal heads at the intersection. Also, install advance warning flashing beacons with “Signal Ahead” warning signs for the eastbound Route 100 approach.
- Crosswalk Improvements at Taylor Road – Install flashing beacons on either side of the existing mid-block crosswalk over Taylor Road south of Plaza Drive. (The flashing beacons would have a push button system or automatic sensor which activates the beacons prior to crossing.)

2. **Old State Road Sidewalk Improvements (Approximate Construction Cost = \$50,000- \$100,000)**

This project includes the following improvements:

- Construct about 1,800 feet of new 5 foot wide asphalt sidewalk along Old State Road, from Ridge Road to the northeast of Harbour Pointe Drive, and along Ridge Road to provide a connection to the Rock Hollow trail. The sidewalk would connect to existing sidewalks on the west side of Old State Road and would cross Old State Road south of Ridge Road. The sidewalk would then connect with an existing sidewalk along the south side of Ridge Road just north of Palace Place Ct.

Reason for Recommendation:

- By utilizing the cost share program, we can leverage our existing funds for roadway and capital improvement projects, allowing us to maximize our funding.
- The proposed improvements are not currently funded by either MoDOT or St. Louis County, nor do we anticipate them to be funded in the future.
- Although we anticipate a great deal of competition for the funding, the proposed projects should score favorably as they address safety, and would be considered shovel ready.

To begin preparation of the application, the Department is requesting approval of a motion in support of this action at the July 11, 2016 City Council meeting. Assuming favorable action, the Department will proceed with development of the application and return to the Council requesting approval of a formal resolution in support of the application at the July 25, 2016 City Council meeting. It should be noted that the Department will also need to request letters of support from both MoDOT and the East-West Gateway Council of Governments.

I will be available for any questions or comments at the July 11, 2016, City Council Work Session.

RCB

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16860 Main Street ♦ Wildwood, Missouri 63040 ♦ 636-458-0440 phone ♦ 636-458-6969 fax

Missouri Moves Cost Share Program Guidelines

PURPOSE

The purpose of the Missouri Moves Cost Share Program is to build partnerships with local entities to pool efforts and resources to deliver transportation projects. The Missouri Department of Transportation (MoDOT) funds this program with General Revenue appropriations from the General Assembly. One-third of appropriations are set-aside for multimodal (air, rail, waterways, transit) and bicycle/pedestrian projects. If applications for multimodal and bicycle/pedestrian projects are insufficient to utilize one-third of the appropriations, the residual is eligible for road and bridge projects. Projects are selected by the Cost Share/Economic Development Committee, which consists of the Chief Engineer, Chief Financial Officer and the Assistant Chief Engineer. They are then recommended for approval via a STIP amendment.

GUIDELINES

1. Eligible Projects

The Missouri Moves Cost Share Program provides financial assistance to public and private applicants for state and local projects satisfying a transportation need. Projects include roads, bridges, bicycle/pedestrian accommodations and multimodal facilities. MoDOT participates up to 50 percent of the total project costs.

Preliminary engineering, right of way and construction inspection services are provided by consultants or local partners.

Operating assistance for multimodal services is not an eligible project.

2. Application Process

The applicant works with the appropriate MoDOT District or Multimodal Operations Division contact to determine the project scope and estimated cost. The District or Multimodal Operations Division assists the applicant in preparing the Request for Environmental Services (RES), if applicable, and the Missouri Moves Cost Share application. The application is available online at http://www.modot.mo.gov/missourimoves/documents/MissouriMovesCostShareProgram_Application.pdf. A letter of support from the District Engineer must be submitted with the application. The letter of support shall explain in detail the significance of the project and the impact it could have on Missouri's transportation system. A letter of support from the metropolitan planning organization (MPO) or regional planning commission (RPC) is also required.

The items listed below must be submitted to Financial Services by the established deadline. Application deadlines are posted on the Partnership Development website at: <http://www.modot.org/missourimoves>.

- Signed and completed application
- District Engineer's support letter
- MPO's or RPC's support letter
- Traffic or demand models/reports
- Project timeline
- Project map

3. **Review Process**

Each application is reviewed for verification of the following criteria:

- The total project costs are in excess of \$200,000 except for bicycle/pedestrian projects which are in excess of \$100,000.
- The total project costs include preliminary engineering, environmental services, right of way services and acquisitions, utilities, construction, construction inspection and other costs.
- The applicant agrees to provide their share of the total project costs to MoDOT prior to the project being advertised for projects located on the state system.
- The applicant agrees to provide project administration and bill MoDOT for its share of the total project costs as incurred for projects not located on the state system.

After initial verification of the application, Financial Services forwards the application to the Missouri Moves Cost Share Pre-approval Team.

The Pre-approval Team consists of staff from Financial Services, Transportation Planning, Traffic and Highway Safety, Design (including Right of Way, Local Program and Non-motorized Transportation), Multimodal Operations, Motor Carrier Services and Chief Counsel's Office. The team is responsible for submitting comments and a recommendation to Financial Services on or before the specified deadline. The Pre-approval Team meets with District staff to discuss the application, resolve any outstanding issues and determine the team's recommendation to the Cost Share/Economic Development Committee.

The Pre-Approval Team ranks applications as high, medium and low based the following criteria: Project Category – safety, preservation (Taking Care of the System [TCOS]) or expansion; State System (not applicable for multimodal and bicycle/pedestrian) – yes or no; Applicant's Level of Participation – 50 percent or more; Applicant's Source of Matching Funds – non-federal or federal; and Current Project Status – ready to advertise for construction bids, design plans 30 percent complete or conceptual plans complete.

No more than 25 percent of the annual General Revenue appropriation can be distributed to any one District, unless insufficient applications are received.

Financial Services prepares the Missouri Moves Cost Share notebooks, which include the meeting agenda, project review sheets, project maps and team recommendations. Notebooks are distributed to the Committee members one week prior to the meeting.

4. Approval Process

The District or Multimodal Operations Division presents the team's recommendation for each application to the Committee. The Committee takes into consideration the rankings provided by the Pre-approval Team.

The Committee recommends, denies or requests additional information for each application. Recommended projects are included in a subsequent STIP amendment for Commission approval.

Financial Services provides a letter for the District engineer to send the applicant informing them of the Cost Share/Economic Development Committee's decision and discussion points. If additional information is needed, Financial Services will compile the requested information and provide it to the Committee.

- **Project Agreement and Programming Process**

The District or Multimodal Operations Division works with the approved applicant to draft the Missouri Moves Cost Share agreement, using the form FS27 found on the Chief Counsel's Office intranet page. Agreements include the maximum amount of approved Missouri Moves Cost Share funding. The District or Multimodal Operations Division sends the agreement to the "Agreements" email group for review. The District, Multimodal Operations Division and applicant address all comments and make appropriate changes to the agreement. The agreement is sent to the Chief Counsel's Office for a final review before the applicant executes the agreement.

The applicant must execute the agreement within three months after the recommendation of the Committee to prevent the funds from expiring and being allocated to another project, unless an extension is approved by the Committee.

If the project is within an MPO, the District works with the MPO to amend the Transportation Improvement Program (TIP) at this time.

Once the applicant executes the agreement, the District or Multimodal Operations Division submits the agreement to Financial Services. The District or Multimodal Operations Division coordinates with Transportation Planning to amend the project to the STIP. Once the month is set for the project to be amended to the STIP, Financial Services sends the agreement to the Chief Counsel's Office to sign as to form. The Chief Counsel's Office then forwards the agreement to the Commission Secretary's Office for approval and execution at the same time the project is amended to the STIP. The funds and STIP programming are contingent upon an executed agreement between the applicant and the

Missouri Highways and Transportation Commission (MHTC). Financial Services forwards the fully executed agreement to the District, Transportation Planning, Design, Multimodal Operations (if applicable) and retains a copy.

- Project Delivery Process

The District ensures the design, right of way and construction activities comply with the Engineering Policy Guide (EPG) for road, bridge and bicycle/pedestrian projects.

Projects on the MoDOT system will adhere to federal standards and will be programmed in the STIP as federal projects.

The Multimodal Operations Division ensures the design, right of way and construction activities comply with all applicable requirements for multimodal projects.

Financial Services works with Transportation Planning and Multimodal Operations to determine funds utilized on projects (at bid award and/or project completion) and returns any excess funds to the Missouri Moves Cost Share Program.

Missouri Moves Cost Share Program Project Rating Matrix

PROJECT CATEGORY		
Safety		Expansion
20		10

STATE SYSTEM (Not applicable for Multimodal and Bicycle/Pedestrian)	
Yes	No
20	1

APPLICANT'S LEVEL OF PARTICIPATION				
70% or more	65%	60%	55%	50%
20	15	10	5	1

APPLICANT'S SOURCE OF MATCHING FUNDS	
Non-Federal	Federal
20	1

CURRENT PROJECT STATUS		
Ready to advertise for construction bids	Design plans 30 percent complete	Conceptual plans complete
20	10	1

TOTAL = _____