



City of Wildwood
Council Planning/Economic Development/Parks Committee
**Agenda for the
Tuesday, January 26, 2016 Meeting
6:30 PM to 8:30 PM
City Hall Community Room ~ 16860 Main Street**

Eight (8) Items Ready for Action at Tonight's Meeting – Action Items in Bold

- I. Welcome And Roll Call By Chair Baugus
- II. Approval Of Minutes From The Meeting Of November 17, 2015

Documents: [II. MINUTES FROM THE NOVEMBER 17 2015 MEETING.PDF](#)
- III. Public Comment
- IV. Executive Session Pursuant To RSMO 610.021(2) Lease, Purchase, Or Sale Of Real Estate – Part I
- V. Planning Issues
 - a. Ready For Action – Two (2) Items
 1. Windsor Crest Retention Basin Transfer To City Of Wildwood (Ward - One)

Documents: [V.A.1 WINDSOR CREST RETENTION BASIN TRANSFER TO CITY.PDF](#)
 2. Electronic Message Boards – Referred To Committee By City Council (Wards – All)
 - b. Not Ready For Action – Seven (7) Items
 1. Timber Harvest Permits (Wards - All)
 2. Explosives Code Modification (Wards - All)
 3. Pollution Reduction Plan (Wards – All)
 4. Town Center Development Manual – Update Process (Wards - All)

5. Directional Signage For The Town Center Area (Wards One, Four, Five, Seven, And Eight)
6. Acceptance Of The Essen Log Cabin By The City Of Wildwood From Private Donors (Wards – All)
7. Strategic Planning Goals – March 2015 Session Of City Council (Wards – All)

VI. Economic Development Issues

- a. Ready For Action – No Items
- b. Not Ready For Action – No Items

VII. Parks Issues

- a. Ready For Action – Five (5) Items

1. Connector Trail Proposal – Bluff View Park To Rock Hollow Valley (Ward – Six)

Documents: [VII.A.1 CONNECTOR TRAIL PROPOSAL - BLUFF VIEW PARK TO ROCK HOLLOW.PDF](#)

2. Phase II Of Community Park – Roadway Construction (Ward – One)

Documents: [VII.A.2. PHASE II OF COMMUNITY PARK - ROADWAY CONSTRUCTION.PDF](#)

3. Pond Athletic Association Accounting – 2015 Season (Ward – One)

Documents: [VII.A.3. PAA ACCOUNTING FROM 2015 SEASON.PDF](#)

4. On-Going And Long-Term Maintenance Costs For Parks And Trail Facilities (Wards – All)

5. Update On Parks And Recreation Action Plan (Wards – All)

Documents: [VII.A.5. UPDATE ON PARKS AND RECREATION ACTION PLAN.PDF](#)

- b. Executive Session – One (1) Item

1. Executive Session Pursuant To RSMO 610.021(2) Lease, Purchase, Or Sale Of Real Estate – Part II

- c. Not Ready For Action – Nine (9) Items

1. Dog Park Entry Management System (Wards – All)
2. Community Park – Phase One Additions – Swings (Wards – All)
3. Wet Weather Trail Policy (Wards – All)
4. Kohn Park Project Opportunity (Ward – One)
5. Use Of Public Property For Bee Hives (Wards One And Eight)
6. Woodcliff Heights Neighborhood Park (Ward Two)

7. Park And Stormwater Sales Tax (Wards – All)
8. Tree Art In Community Park – (Wards – All)
9. Fund Raising, Donations, And Volunteer Participation Activities In Community Park (Wards – All)

VIII. Other/Additional Public Comment

IX. Closing Remarks And Adjournment

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

Note: The Council Planning/Economic Development/Parks Committee of the City Council will consider and act upon these matters listed above and any such others as may be presented at the meeting and determined appropriate for discussion at that time.

City of Wildwood
Council Planning/Economic Development/Parks Committee
“Planning Tomorrow Today”
Minutes from the
November 17, 2015 Meeting

The Council Planning/Economic Development/Parks Committee meeting was called to order by Chair Baugus, at 6:30 p.m., on November 17, 2015, at Wildwood City Hall, 16860 Main Street, Wildwood, Missouri.

I. Welcome and Roll Call:

The roll call was taken, with the following results:

PRESENT – (5)

Council Member DeHart
Council Member Manton
Council Member McCutchen
Council Member Goodson
Chair Baugus

ABSENT – (3)

Council Member Sewell
Council Member Levitt
Council Member Cox

Other City Officials present:

Tim Woerther, Mayor
Ryan Thomas, City Administrator
Joe Vujnich, Director of Planning and Parks
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

II. Approval of Minutes from the Meeting of October 20, 2015:

A motion was made by Council Member Manton, seconded by Council Member Dehart, to approve the minutes of the October 20, 2015 meeting. A voice vote was taken to approve the motion, with all noting approval, except Council Member McCutchen, who abstained from the vote. The motion failed for a lack of majority.

III. Public Comment (on non-Agenda and other items):

None

IV. Planning Considerations:

1. Expenditures for 2016 relating to Strecker Forest Subdivision and Celebrate Wildwood Event (Wards – All)

Director of Planning and Parks Vujnich provided an overview to the Committee of past meeting discussions relative to the operating budget of the Department of Planning and Parks for Fiscal Year 2016. He noted that two areas of discussion generated substantial concern from Committee Members relative to funding, how it would be utilized, and if enough had been budgeted to meet the needs of the projects. These two (2) areas of concern were:

1. Strecker Forest Environmental Assessment (\$10,000.00 requested at the October meeting); and
2. Celebrate Wildwood Event, which is noted in the operating budgets as “Art Festival and Founder’s Day” (\$80,000.00 for both events requested at the October budget meeting).

During discussion at the October 20, 2015 Committee Meeting, Committee Members suggested the budgets of these two (2) areas of concern may require an increase in funding.

Discussion among Committee Members at this evening’s meeting included the following: the fact the 2015 budget reflected twenty-five thousand dollars (\$25,000.00) for the Strecker Road Environmental Assessment and seventy thousand dollars (\$70,000.00) for the Art Festival/Founder’s Day Weekend; the fact that the 20th Anniversary Celebration in 2015 was actually over budget by almost twenty thousand dollars (\$20,000.00); the fact over budget costs of the Celebrate Wildwood Weekend in 2015 was off-set by sponsorships associated with the event and fees and related charges to the vendors and artists; the question as to whether the City utilized the budgeted funds or 2015 concerning Strecker Forest; the fact that consultants in the environmental field are expensive; and the belief that *field work* concerning Strecker Forest should be limited from this point forward.

In view of the aforementioned discussion, Director of Planning and Parks Vujnich advised the Committee the Department is requesting to add twenty thousand dollars (\$20,000.00) to the budget for the Strecker Farms Environmental Assessment in 2016, but feels the budgeted amount for the 2016 Celebrate Wildwood Event is reasonable and did not need to be increased.

A motion was made by Council Member Manton, seconded by Council Member Goodson, to increase the 2016 budgeted amount for the Strecker Forest Environmental Assessment from ten thousand dollars (\$10,000.00) to thirty thousand dollars (\$30,000.00). A voice vote was taken to approve the motion, with unanimous, affirmative result, and the motion was declared approved by Chair Baugus.

2. Strategic Planning Goals – March 2015 Session of City Council (Wards – All)

Director of Planning and Parks Vujnich reminded the Committee of the March 2015 *Strategic Planning* meeting and the fact the Chair of the Committee has asked that its goals be an on-going effort of this Committee. He noted, however, the Committee meeting agendas, since that meeting have been full and, unfortunately, the discussion of the three (3) goals most applicable to this Committee has been limited. To assist in this regard, Director of Planning and Parks Vujnich advised the Department had prepared a table that provides the three (3) goals, the objectives associated with each of them, and the accompanying action items for implementation. He noted the intent of providing this table to the Committee members is to re-orientate them to the information, select a goal to begin the process, and then schedule it through 2016 for the implementation of the action items associated with it. Director of Planning and Parks Vujnich ended his presentation advising the Committee the Department is seeking the direction of the Committee on which goal it would like to begin with this year and whether the Committee felt the presented goals and objectives were appropriate.

Discussion among Committee Members included the following: the belief the first two (2) goals on the chart (#1 and #3) could actually be incorporated into the third goal on the chart (#4); the general feeling the first two (2) charted goals (#1 and #3) are not being deemphasized, but focus should be placed on the third goal (#4); the opinion the Committee should direct the Department to concentrate on the third goal (#4); and the suggestion the Committee should receive an update at each meeting on the progress in meeting the objectives on the third goal (#4).

No further action taken at this time.

V. Economic Development Issues:

1. Houseal Lavigne's Report – Comments for Final Submittal (Wards – All).

Director of Planning and Parks Vujnich reminded/advised the Committee the Houseal Lavigne Report is nearing completion. Comments, suggestions, and recommendations concerning the draft report need to be submitted to the consultant at the earliest opportunity to ensure consideration/inclusion in the final report. He noted the Department is seeking any input from the Committee at this evening's meeting. Director of Planning and Parks Vujnich advised that if not submitted at this evening's meeting, comments must be given to the Department by 5:00 p.m., on November 20, 2015. At this evening's meeting, the Committee was most concerned with making sure the consultant was capturing all the comments from the Economic Development Task Force.

VI. Parks Issues:

1. Connector Trail Proposal – Bluff View Park to Rock Hollow Valley (Ward – Six)

Director of Planning and Parks Vujnich familiarized the Committee with the planned trail segment that will connect the Bluff View Trail to the natural surface trail being developed in the Rock Hollow Valley (near/around the Rock Hollow Trail). He noted now that both of the recreational areas are complete (Bluff View Trail/Park and the Rock Hollow Trail Area, this connecting trail is exceedingly important. Director of Planning and Parks Vujnich advised the Department initiated the process to develop a concept plan for this trail and all involved parties approved it (St. Louis County, Missouri Department of Natural Resources, and Wildwood). With the design and engineering plans for the trail being complete, he ask the Committee to consider them and offer comments for action. Director of Planning and Parks Vujnich advised the Committee it is the Department's hope that the plans will be approved by the Committee, so they can be sent to the City Council for its consideration.

Discussion among Committee members included the following: the exact location of the planned trail connection (showed to the Committee on a large map); whether the Department had any idea on the maintenance costs of this trail; whether there would be any problem with the railroad concerning this trail connection; the estimated cost of the project (\$190,000.00); and the fact the bid results would be shared with the Committee, before any action is taken.

A motion was made by Council Member McCutchen, seconded by Council Member Goodson, to forward the design and engineering plans for the trail connection to the City Council for its consideration, along with an estimated maintenance cost for the completed project. A voice vote was taken to approve the motion, with unanimous, affirmative result, and the motion was declared approved by Chair Baugus.

2. On-Going and Long-Term Maintenance Costs for Parks and Trail Facilities – (Wards – All).

Director of Planning and Parks Vujnich advised the Committee of discussions occurring during the March 2015 Strategic Planning Process involving the need to ensure that, as facilities are added to the City's system of parks and trails, the costs associated with the maintenance and upkeep of them are addressed as well. He noted the ultimate outcome of this discussion was the following Goal Statement and related Objectives/Action Steps:

Goal #3: Implement the Parks and Recreation Action Plan - Objective#3: Determine Means for Funding Future Parks and Trails

Action Steps:

- a. Pursue grant funding and private donors
- b. Pursue community partnerships for recreation opportunities and services
- c. Consider Parks Sales Tax ballot measure
- d. *Develop long-term maintenance plan for parks and trails.*

Director of Planning and Parks Vujnich reminded the Committee that, when it first discussed this matter in August 2015, it was decided to delay any further discussion until the budget process had begun and the Department would have completed its presentation of its operating and capital items for its consideration. This process being complete, Director of Planning and Parks Vujnich presented a chart, clearly showing budget allocations and actual cost of park and trail maintenance, for each of the last nine (9) years and the allocation budgeted for 2016. He noted for the Committee that maintenance costs have always been adequately addressed and fallen under budget projections every year, except 2012 (the Department has not determined, at this writing, why maintenance costs exceeded budget projections in 2012). He advised the Committee that with the opening of the new community park, the maintenance allocation for parks and trail maintenance in the 2016 Fiscal Year Budget has been increased.

Discussion among Committee Members included the following: the fact the Department is always looking for guidance/suggestions on how to fund future projects and how to maintain the parks and trail facilities; the fact that some maintenance issues are funded through the Capital Improvements Program Fund; the opinion the environment is much better now with regards to soliciting a parks sales tax than it was in 2008; the belief the park sales tax would equate to a ½ cent point of sale tax generating approximately one million dollars a year; the belief the current tax in Wildwood is 7.65%, therefore the additional ½ cent point of sale tax would bring the total tax to just over 8%; the fact the intent of this discussion is to keep the information in front of the Committee; the belief that work invoices would allow the Department to identify how the maintenance funds support each park/trail; and a request that, moving forward, the Department should closely monitor the cost of maintaining each park and trail system.

3. Park Sales Tax – Initial Feasibility Discussion (Wards – All)

Director of Planning and Parks Vujnich summarized for the Committee how the park and trail system has evolved, since the incorporation of the City. He followed that summary with a small history of the *The Citizens Committee for Park Progress* and how a *park sales tax* was identified by it, as a major funding initiative to be pursued by the City in its final *Action Plan* adopted in 2007. To establish this type of sales tax, voters must approve it, at an election, by a simple majority. Director of Planning and Parks Vujnich advised a *sales tax* was in fact part of the ballot in 2008, but it did not receive the necessary majority of voters to support it. He informed the Committee that much was learned during the process in 2008, which should assist the City Council and Department staff in preparing another ballot initiative. Recent discussions among Committee Members, the City Council, and the Department have suggested another *sales tax option* attempt would be well timed during the April 2017 Municipal Election. Director of Planning and Parks Vujnich informed the Committee the Department feels the April 2017 suggestion would provide plenty of time to complete the election process, form a citizen committee for its advocacy, and engage the community regarding the *park sales tax*.

Discussion among Committee Members included the following: the fact that numerous communities surrounding the City of Wildwood benefit from a *park sales tax*; the fact a park sales tax would not only benefit the City's parks and trails, but also stormwater

problems; the opinion a public relations firm might be helpful in promoting a park sales tax; the opinion it is too early to ask the community for a park sales tax and the City should wait until additional phases of community park are completed; the opinion the City Council and Department needs to be entirely comfortable with the timing of the park sales tax effort, before proceeding; the opinion all data needs to be collected, relative to what the City spends on parks and trails, before proceeding with plans for a park sales tax; and the general feeling early plans for a park sales tax should remain with the Committee, but a date for the issue to be put on a ballot should be eliminated from the planning process at this time.

4. Tree Art in Community Park – Wards – All)

Director of Planning and Parks Vujnich provided an overview of the status of a possible tree carving in the new community park. At the October meeting, the Department had noted a large tree trunk is located in a prominent location near the playground at Community Park that offers a great opportunity for a wood carving that would complement the location. He reminded the Committee, it was noted at that time, the St. Louis Community College might be able to assist in having the tree carved for this art effort. Since the October meeting, Director of Planning and Parks Vujnich met with Mark Weber, Chair of the Art Department at the Community College and Patrick Vaughn, the Vice-President of Academic Affairs, at the Community College to discuss this opportunity. He noted this information was being brought to the Committee's attention to make sure the approach was endorsed and, if not, provide other suggestions or recommendations. Director of Planning and Parks Vujnich closed the discussion by advising the Committee it would be consulted, before any decisions were made.

Discussion among Committee Members included the following: the fact the Department is waiting for some response from the Community College relative to the wood carving; the opinion that some sort of *mock-up* should be created of the carving, before any decisions are made; and the suggestion to remove the tree entirely and replace with some sort of totem pole art.

5. Fund Raising, Donations, and Volunteer Participation Activities in Community Park (Wards – All)

Director of Planning and Parks Vujnich briefed the Committee on existing opportunities/programs associated with the City's memorial and fund raising programs. He noted the three (3) most popular programs involved memorial benches and trees, with associated plaques, and engraved brick placements for fund raising efforts. Director of Planning and Parks Vujnich advised the City Council recently discussed a shortage of seating in the new dog park area of Community Park and inquired whether our existing programs could be utilized to allow citizens to provide direct support with issues of this nature. He noted for the Committee the Department is looking for authorization to organize a more formal process for fund raising opportunities, donations, and volunteer opportunities at the community park for the Committee's future consideration. However, before attempting to construct a process of this nature, the Department is requesting the input of the Committee members.

Discussion among Committee Members included the following: the cost of benches via the current process; the fact the Department is contacted frequently with project requests from scouting organizations; the fact the Department is approached by various groups and individuals inquiring about volunteer projects; and the opinion a waiver form of some sort should be created for volunteers to sign, before work is performed.

6. Update on Parks and Recreation Action Plan (Wards – All)

Superintendent of Parks and Recreation Gary Crews summarized the major items that were the focus of the City, since the Committee's October 2015 meeting.

VII. Other

A motion was made by Chair Baugus, seconded by Council Member Manton, to cancel the December 22, 2015 Committee Meeting, since it is so close to the Christmas Holiday. A voice vote was taken to approve the motion with unanimous, affirmative result, and the motion was declared approved by Chair Baugus.

Committee Members requested the Department to secure a cost breakdown from the Pond Athletic Association for 2015 concerning how/where the City's \$10,000.00 donation is being spent.

Director of Planning and Parks Vujnich advised the Committee of a recent request of the Pond Athletic Association seeking its support/sponsorship for an International Baseball Tournament the week of July 29, 2016 through August 7, 2016 (tentative date at this time). Participants in this event would represent Japan, Australia, and Europe. The Committee was advised it would be provided more details, as they become available.

Director of Planning and Parks Vujnich informed the Committee on the most recent information available concerning bringing electrical power to Community Park. He advised Ameren Missouri finalized a plan, which will require some tree removal, but it appears power could be brought to the community park in the next few months. The cost of the project has not been determined.

VIII. Additional Public Comment

None

IX. Closing Remarks and Adjournment

Director of Planning and Parks Vujnich and Chair Baugus summarized the evening's meeting and a motion was made by Council Member Manton, seconded by Council Member Goodson, to adjourn. A voice vote was taken to approve the motion, with unanimous, affirmative result, and it was declared approved by Chair Baugus at 8:10 p.m.



WILDWOOD

January 26, 2016

MEMORANDUM

To: The Planning/Economic Development/Parks Committee

From: Department of Planning and Parks

Re: Windsor Crest Easement Agreement for Stormwater Drainage and Retention Easement

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., Director of Public Works
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks

The Department of Planning and Parks is in receipt of the final agreement from the trustees of the Windsor Crest Homeowners Association relative to their retention facility that was constructed on the City's community park site, before Wildwood purchased it from the owner who had previously granted the easement for its development there. This agreement transfers all the current responsibilities of the subdivision relative to this facility to the City and allows its to assume its maintenance and upkeep. The City sought this release from the Homeowners Association for the following reasons:

1. The retention facility is located on City-owned property, since Wildwood's purchase of the larger tract of land in 2009. With the easement transferred to the City, any liability issue is eliminated and Wildwood has control over its maintenance and upkeep as well, thereby ensuring its condition does not create a legal issue in the future.
2. The change in the facility's ownership is a plus for the homeowners of the Windsor Crest Subdivision in terms of their liability for this facility, now located on a popular park site.
3. The approved Concept Plan for Community Park indicates this facility being changed and becoming a part of a series of lakes, which will make it an amenity of the park, and for the overall area.
4. The release of the easement allows the City greater control over access in this area, particularly after-hours. This change improves security associated with this portion of the park.

The trustees of the Homeowners Association did consult with their legal counsel and two (2) changes were requested to the agreement, as part of its review. The Department requested the

subdivision's attorney contact the City Attorney to discuss the changes, which were characterized as minor, and the parties agreed upon amendments. These changes are as follows from the original agreement that had been submitted to the Committee in 2015.

1. A stipulation guaranteeing the City would not obstruct stormwater flow from the subdivision to this facility.
2. A limited indemnification to the subdivision relative to stormwater flow, if the facility is blocked or otherwise becomes non-functional.

With these changes agreed upon by the parties, the document is now ready for review and action by the Committee, so as, with a favorable recommendation by the members, it can be forwarded to City Council for its consideration. The Department is supportive of this agreement, in its current and attached form.

If any of the Committee Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: FIRST AMENDMENT TO STORM WATER
DRAINAGE AND RETENTION EASEMENT
AGREEMENT

DATE OF DOCUMENT: December __, 2015

GRANTOR(S): CITY OF WILDWOOD, MISSOURI
MAILING ADDRESS: 16860 Main Street
Wildwood, Missouri 63040

GRANTEE(S): WINDSOR CREST HOMEOWNERS'
MAILING ADDRESS: ASSOCIATION
C/O Community Managers Associates, Inc.
14323 S. Outer Forty Road, Ste. 301N
Chesterfield, Missouri 63017

LEGAL DESCRIPTION: See **Exhibit B** attached hereto

REFERENCE BOOK AND PAGE: Book 15078, Page 0513;
Book 15078, page 0518

FIRST AMENDMENT
TO
STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT

This First Amendment to Storm Water Drainage and Retention Easement Agreement (this "Amendment"), is entered into as of this _____ day of December, 2015 (the "Effective Date"), by and between **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, having an address of 16860 Main Street, Wildwood, Missouri 63040 (the "City") and **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, having an address of c/o Community Managers Associates, Inc., 14323 S. Outer Forty Road, Ste. 301N, Chesterfield, MO 63017 (the "Association") (collectively, the foregoing may be referred to herein as the "Parties").

RECITALS:

A. Pursuant to that certain Storm Water Drainage and Retention Easement Agreement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0518 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Easement Agreement"), the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/01, has granted to the Association, as successor in interest to McBride & Son Homes, Inc., an easement for the construction and maintenance of a storm water retention and drainage system, which consists of a pond or lake, intake facilities and spillways (the "Retention Facilities") upon the certain real property located in the City of Wildwood, St. Louis County, Missouri, as more fully described on Exhibit A, attached hereto and made a part hereof by this reference (the "Property").

B. The Parties desire for the City to maintain the Retention Facilities.

NOW, THEREFORE, in consideration of good and valuable consideration (the receipt, sufficiency and adequacy of which is hereby acknowledged by the Parties), the Parties agree as follows:

1. Definitions. All capitalized terms used in this Amendment and not defined herein shall have the same meanings as set forth in the Easement Agreement.

2. Maintenance. The Parties hereby agree that, notwithstanding Section 1.1 of the Easement Agreement, the City shall have the sole right and responsibility to construct, repair, reconstruct, replace, alter, modify, improve and maintain the Improvements described or depicted on Exhibit B at the City's sole expense. The City may alter the size or location of the Improvements in its discretion after prior written notice to the Association, provided that the Improvements meet the reasonable storm water discharge, drainage and retention needs of the Association, and shall not prohibit, obstruct or otherwise decrease the speed or volume of intake flow of storm water.

2.1 Indemnification. Because the City agrees to control and be responsible for the Retention Facilities on its Property, the City shall indemnify, defend and hold harmless the Association for any potential claims, complaints, lawsuits or damages pursued against the Association relating to the Retention Facilities that arise after the execution of this Amendment.

3. Retention Easement Dated July 14, 2003. In addition to the Easement Agreement, the Parties acknowledge that they are parties to a certain Retention Easement dated July 14, 2003 and recorded July 16, 2003, in Book 15078, page 0513 in the Office of the Recorder of Deeds for the County of St. Louis, Missouri (the "Retention Easement"), wherein the City, as successor in interest to the Mildred E. Schneider Revocable Living Trust dated 1/17/21, has granted to the Association a retention

easement for the exclusive right to build and maintain sewers on certain land identified therein. The Parties hereby acknowledge and agree that all rights, responsibilities and expense incurred to the City with regard to the Improvements described in Section 2 above shall also apply to the sewers described in the Retention Easement. Further, the City shall provide prior written notice to the Association of any additional sewers proposed to be installed.

4. St. Louis Metropolitan Sewer District. The Parties acknowledge and agree that the approval of the St. Louis Metropolitan Sewer District is required to amend the Easement Agreement and such approval has been duly given.

5. Ratification. As amended hereby, the Easement Agreement is ratified by the Parties and shall remain in full force and effect. Except as set forth in this Amendment, all terms of the Easement Agreement shall remain in full force and effect from and after full execution of this Amendment by the Parties, and the Easement Agreement shall thereafter include all provisions in this Amendment.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute a single instrument. This Amendment, or any counterparts thereof, may be executed and transmitted by facsimile or by electronic mail, which will have the same force and effect as an originally executed document.

[Remainder of page intentionally blank]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Easement Agreement as of the Effective Date.

CITY OF WILDWOOD, MISSOURI,
a municipality organized under the laws of
the State of Missouri

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **CITY OF WILDWOOD, MISSOURI**, a municipality organized under the laws of the State of Missouri, and that said instrument was signed on behalf of said municipality, and said _____ acknowledged said instrument to be the free act and deed of said municipality.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State set forth above on the date last written above.

Notary Public

My term expires:

WINDSOR CREST HOMEOWNERS' ASSOCIATION,
a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

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

On this _____ day of _____, 2015, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed) did say that he/she is the _____, of **WINDSOR CREST HOMEOWNERS' ASSOCIATION**, a Missouri nonprofit corporation, and that said instrument was signed on behalf of said association, and said _____ acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State set forth above on the date last written above.

Notary Public

My term expires:

EXHIBIT A

PROPERTY DESCRIPTION

Order Number: 00-05-098

Date: June 16, 2003

Page 1 of 1 By: DLG

Project: MANCHESTER @ 109 (BOWERS TRACT)
Description: SCHNEIDER PROPERTY (12833/631)

A TRACT OF LAND BEING PART OF THE SOUTHWEST QUARTER OF SECTION 35 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A TRACT OF LAND IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 3 EAST, CONTAINING 4 ACRES, MORE OR LESS, AND DESCRIBED AS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 9.25 CHAINS TO A STONE; THENCE NORTH TO A BRANCH WHICH RUNS WEST; THENCE DOWN SAID BRANCH TO THE WEST LINE OF THE SOUTHEAST QUARTER AND THENCE SOUTH TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, LYING NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS. EXCEPTING THEREFROM A GRAVEYARD 30.00 FEET SQUARE IN THE SOUTHWEST CORNER OF THE NORTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, RESERVED IN DEED RECORDED IN BOOK 12 PAGE 116 OF THE ST. LOUIS COUNTY RECORDS

EXHIBIT B

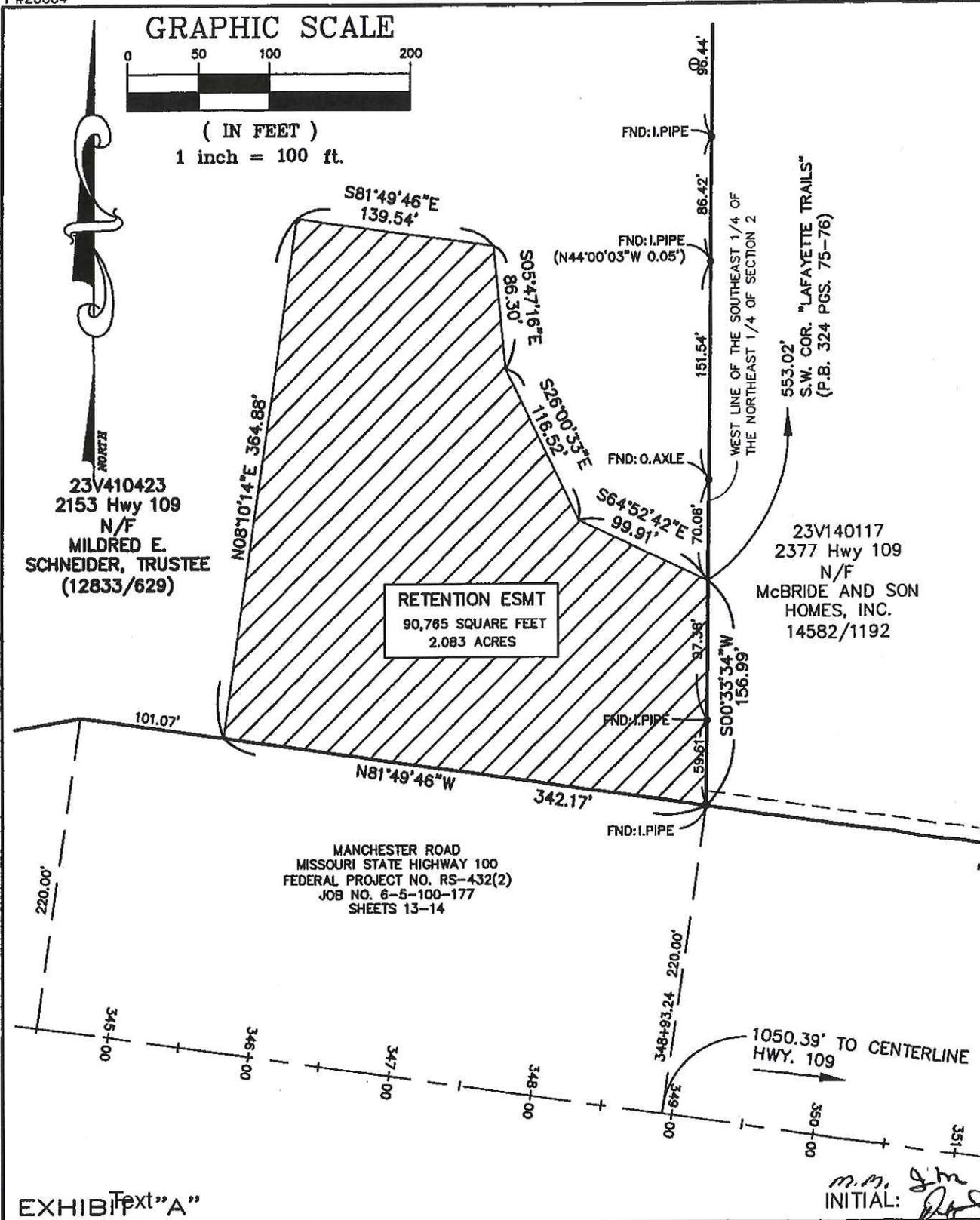


EXHIBIT "A"

INITIAL: *m.m. g.m.*

EASEMENT PLAT

A TRACT OF LAND BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 44 NORTH. RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

THE **STERLING** CO

ENGINEERS & SURVEYORS

5055 New Baumgartner Rd
St. Louis, Missouri 63129
Tel 314.487.0440
Fax 314.487.8944

Order Number: 00-05-098
Date: June 16, 2003
Page 1 of 1 By: DLG

PROPERTY DESCRIPTION

Project: MANCHESTER @ 109 (SCHNEIDER TRACT)
Description: OFFSITE RETENTION EASEMENT - REVISED 07-02-03 TJH

A TRACT OF LAND BEING PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A COMMON POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2 AND THE NORTH OF HIGHWAY 100 AS ESTABLISHED BY CAUSE # 338339 OF THE ST. LOUIS COUNTY CIRCUIT COURT AND DEEDED TO THE STATE OF MISSOURI BY DEED RECORDED BOOK 6641 PAGE 1064 OF THE ST. LOUIS COUNTY RECORDS, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF A TRACT OF LAND CONVEYED TO MILDRED E. SCHNEIDER AS RECORDED IN DEED BOOK 12833 PAGE 629 OF THE ST. LOUIS COUNTY RECORDS; THENCE WITH THE NORTH LINE OF SAID HIGHWAY 100, NORTH 81°49'46" WEST A DISTANCE OF 342.17 FEET TO A POINT; THENCE DEPARTING SAID NORTH LINE, NORTH 08°10'14" WEST A DISTANCE OF 364.88 FEET TO A POINT; THENCE SOUTH 81°49'46" EAST A DISTANCE OF 139.54 FEET TO A POINT; THENCE SOUTH 05°47'16" EAST A DISTANCE OF 86.30 FEET TO A POINT; THENCE SOUTH 26°00'33" EAST A DISTANCE OF 116.52 FEET TO A POINT; THENCE SOUTH 64°52'42" EAST A DISTANCE OF 99.91 FEET TO A POINT ON THE EAST LINE ON THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 2; THENCE SOUTH 00°33'34" WEST A DISTANCE OF 156.99 FEET TO THE POINT OF BEGINNING AND CONTAINING 90,765 SQUARE FEET (2.083 ACRES) MORE OR LESS.



WILDWOOD

January 26, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: **Connector Trail Proposal – Bluff View Park to Rock Hollow – Bidding Results**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members of the City of Wildwood
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
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

As was noted to the Committee at its meeting in November 2015, the Department began almost five (5) years ago having conversations with the Missouri Department of Natural Resources (MDNR) and St. Louis County about creating a connector trail between then Packwood Park (now Bluff View Park) and Rock Hollow. These conversations were very preliminary, given neither Bluff View Park or the Rock Hollow Trail had been completed. However, all of the participating parties believed that, if these park projects were successful and the associated facilities opened, a connector trail would be essential for certain users, which are currently prohibited on the Al Foster Memorial Trail, i.e. equestrian users.

With the development of these two (2) facilities completed and trail segments open and in use, the connector between these two (2) large public land holdings of the City, County, and State is crucial. Accordingly, the Department initiated a process to develop a conceptual design for this trail and, once the other partners agreed upon such, it began the preparation of final design and engineered drawings for the bidding purposes associated with it. This effort started in 2014 and carried over to 2015, when the Missouri Department of Natural Resources (MDNR) and St. Louis County endorsed the plan. In this process to obtain this endorsement, certain changes were made to ensure that equestrian users have clear direction on the location of the trail and its use for horses.

Attached to this memorandum are the design and engineering drawings for this project. The project entails constructing a 2,050 foot long trail, with a crushed aggregate-type surface, that will be approximately four (4) feet in width, on State-owned property, and link to the two (2)

aforementioned land holdings of the City, County, and State. The trail will cross the single-gauge railroad (Wabash, Frisco, and Pacific) line in two (2) locations. Signage is planned at these locations. To accommodate the construction of the trail, ten (10) culvert pipes are to be installed to address water runoff and other considerations. Four (4) short sections of required retaining wall are needed as well.

At the November meeting of the Committee, the Department is presented the bid plans for consideration and action. These plans reflected the input and actions of all of the parties noted above and were supported by the Committee members. With this support, the plans were then presented to City Council, which also endorsed them. These plan sheets provide the basis for the contracting community to undertake the project.

On Tuesday, December 3, 2015, a bid opening was held at City Hall for the connector trail project. The City received a substantial amount of interest in this project and a total of three (3) bids were received for general contracting and related services. The plans and bid specifications contained a base proposal for consideration and inclusion in the project. A summary of the general contractor submittals is as follows:

Bidder	Base Bid (\$)
Krupp Construction	168,937.00
Ideal Landscaping	183,868.00
RV Wagner	280,500.00

It is important to note that approximately \$200,000.00 was anticipated for this project in the 2016 Capital Improvements Budget, as part of the overall trail construction line item contained in it. In considering the results of this bidding process, the Department is recommending for the City Council's consideration the following bid:

Bidder	Base Bid (\$)
Krupp Construction	168,937.00

This matter is being presented at tonight's Work Session to the Committee for its review of the bids and, if acceptable, to provide recommendation in this regard. If the Committee makes a favorable recommendation, the matter would then be forwarded to City Council for its consideration. With City Council's endorsement, the contract for this project could be established by February.

If any of the Committee Members have questions or comments about the plan sheets or the requested action, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

ARTICLE 10

BID FORM PROPOSAL

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: L.F. Krupp Construction
dba Krupp Construction
415 Old State Rd
Ellisville, MO 63021

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by *terraspec*, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

BASE PROPOSAL TOTAL 168,937.00
One Hundred ^{Sixty} ~~Forty~~ Eight Thousand DOLLARS (\$ ~~148,937.00~~)
Nine Hundred Thirty seven & 00/100 168,937.00

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

CITY OF WILDWOOD, MISSOURI

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

ITEM DESCRIPTION	PRICE PER UNIT
Over excavation and removal of unsuitable soil and replacement with suitable fill material.	\$ <u>75.00</u> /CY.
Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures.	\$ <u>45.00</u> /CY.
Rock Excavation and Disposal	\$ <u>150.00</u> /CY.
Crushed Aggregate Pavement per Detail	\$ <u>42.00</u> /SY.
Boulder Retaining Wall per Detail	\$ <u>50.00</u> / FACE SF. sq
12" Dia. Corrugated, Plastic Culvert per Plan Notes	\$ <u>35.00</u> /LF.
Plastic Flared End Section for Culvert	\$ <u>400.00</u> /EA.
Rock Blanket per Detail	\$ <u>145.00</u> /CY.
Seeded Lawns.	\$ <u>50</u> /SF.
Railroad Crossing per Detail	\$ <u>600.00</u> /EA.
Railroad/Pedestrian Crossing Sign per Detail	\$ <u>300.00</u> /EA.

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.

6. The undersigned agrees that he will complete said work by **June 30, 2016** or allow the Owner as **liquidated damages, the sum of Five Hundred Dollars (\$500.00)** for each calendar day thereafter, that the Contract remains uncompleted. Computation of Contract time shall commence on the seventh (7th) day following the date of mailing by regular mail of the Notice to Proceed, and every calendar day following thereafter, except as provided herein, shall be counted as a working day.

7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.

8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.

9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.

10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified time period shall be replaced by the undersigned firm free of cost to the City.

11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.

12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.

13. The bid security attached in the sum of 50/0 (\$ 7446.85) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. <u> n/a </u>	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Respectfully submitted,

Mark Reizer
President

Name and Signature of Bidder

If an **INDIVIDUAL**

Name of Individual

Firm Name, if any

Residence Address

Address for Communications

If a **CORPORATION**

Lif Krupp Construction
Name of Corporation

Mark Reizer
President
Name and Title of Officer

415 Old State Rd
Ellisville, MO 63021
Address for Communications

1. Incorporated under the laws of the State of Name of Corporation?

2. Licensed to do business in Missouri?

Yes No _____
(Check One)

If a **PARTNERSHIP**

Name of Partnership

Partner

Address for Communications

State names and residence addresses of all partners

SUBCONTRACTOR UTILIZATION FORM

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

1. Name of Bidder: Krupp Constructors

2. Address Bidder: 415 Old State Rd Ellisville
City State Zip Phone no

636-3918844

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

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
_____	_____	_____
N/A	_____	_____
_____	_____	_____

A. Total of Above 0
 B. Total Bid Amount 1,489,370.00
 Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 0

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

Mark Reizer
 Name-Authorized Officer of Bidder

[Signature]
 Signature-Office Bidder
12-3-2015
 Date

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

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

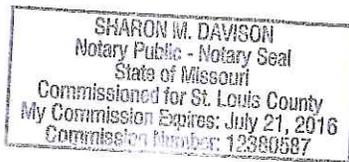
Randy Brandt, being first duly sworn, deposes and says that he is Estimator *(sole owner, partner, president, secretary, etc.) of Krupp Construction, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association,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

SIGNED:

Randy Brandt

Subscribed and sworn to before me this 3 day of December, 2015.
Seal of Notary

Sharon M. Davison
Notary Public



Bid Bond

CONTRACTOR:

(Name, legal status and address)

L.F. Krupp Construction, Inc. dba Krupp Construction
415 Old State Road
Ballwin, MO 63021

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of
America
One Tower Square
Hartford, CT 06183-6014
(860) 277-0111

OWNER:

(Name, legal status and address)

City of Wildwood
183 Plaza Drive
Wildwood, MO 63040

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT: Bluff View Trail Site Improvements

(Name, location or address, and Project number, if any)

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

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

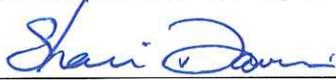
Project Number, if any:

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

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

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

Signed and sealed this 3rd day of December, 2015



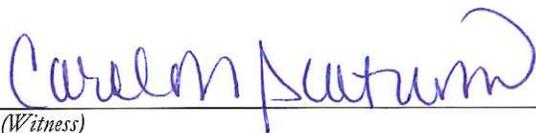
(Witness)

L.F. Krupp Construction, Inc. dba Krupp Construction
(Principal) (Seal)

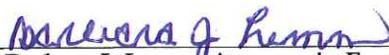


(Title) Mark Reizer, President

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



(Witness)



(Title) Barbara J. Lemm, Attorney-in-Fact



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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229546

Certificate No. 006404902

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

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

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

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

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

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

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



[Signature]
Marie C. Tetreault, Notary Public

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of December, 20 15.


Kevin E. Hughes, Assistant Secretary



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

H

CITY OF WILDWOOD, MISSOURI

ARTICLE 10

BID FORM PROPOSAL

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: Ideal Landscape Construction, Inc.
6264 Lemay Ferry Road
St. Louis, MO 63129

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by *terraspec*, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. **BASE PROPOSAL:** Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

BASE PROPOSAL TOTAL

One hundred eighty three thousand eight hundred sixty eight DOLLARS (\$ 183,868.00)

3. **ALTERNATES:** The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT

CITY OF WILDWOOD, MISSOURI

4. UNIT PRICES: Should the undersigned be required to perform work other than that shown on the submitted proposal, he will be paid an additional sum or shall credit the Owner, as the case may be, on the basis of the unit Prices quoted below. Such prices shall be the sum total installed compensation payable for all required work, including materials, installation, overhead and profit, and be valid for the duration of the contract. Any direction for changes will be given to the contractor in writing by the Owner.

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Over excavation and removal of unsuitable soil and replacement with suitable fill material.	\$ <u>75.00</u> /CY.
Over excavation, replacement and compaction (to specified density) of existing soil in areas beneath pavements and structures.	\$ <u>50.00</u> /CY.
Rock Excavation and Disposal	\$ <u>350.00</u> /CY.
Crushed Aggregate Pavement per Detail	\$ <u>30.00</u> /SY.
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Seeded Lawns.	\$ <u>0.40</u> /SF.
Railroad Crossing per Detail	\$ <u>500.00</u> /EA.
Railroad/Pedestrian Crossing Sign per Detail	\$ <u>1,000.00</u> /EA.

CITY OF WILDWOOD, MISSOURI

5. Attached hereto is an affidavit in proof that the undersigned has not entered into any collusion with any person in respect to this proposal or any other proposal or the submitting of proposals for the contract for which this proposal is submitted.
6. The undersigned agrees that he will complete said work by **June 30, 2016** or allow the Owner as **liquidated damages, the sum of Five Hundred Dollars (\$500.00)** for each calendar day thereafter, that the Contract remains uncompleted. Computation of Contract time shall commence on the seventh (7th) day following the date of mailing by regular mail of the Notice to Proceed, and every calendar day following thereafter, except as provided herein, shall be counted as a working day.
7. The undersigned hereby represents that he has carefully examined the Bid Documents, and will execute the Contract and its items, covenants, and conditions all in strict conformance to these requirements.
8. All materials and equipment furnished by this Contract, and all construction involved in this Contract shall be, and the same is guaranteed by the Contractor, free from defects owing to faulty materials or workmanship for a period of one (1) year after the date of completion of the above work covered by this Contract, and any part, equipment, material, or work which proves defective by reason of faulty material or workmanship, within said period of one year shall be replaced by the Contractor free of cost to the Owner.
9. It is understood that the City reserves the right to reject any or all bids, to waive informalities in bidding, and to accept the bid most advantageous to the City.
10. All materials and equipment furnished by the undersigned shall be fully warranted as provided by the manufacturer(s). Any equipment which proves to be defective by reason of faulty parts, materials, or workmanship within the specified time period shall be replaced by the undersigned firm free of cost to the City.
11. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the scheduled closing time for receiving bids.
12. Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within five (5) days and deliver the required Surety Bond or Bonds.
13. The bid security attached in the sum of 5% (\$ 9,193.40) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.
14. The undersigned hereby agrees to commence work under Contract a maximum of fourteen (14) days of receiving written "Notice to Proceed" from the Owner and to fully complete the total project in accordance with the time schedule set forth in the CITY - Contractor Agreement. The undersigned

CITY OF WILDWOOD, MISSOURI

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Respectfully submitted,

-David Buckel

Ideal Landscape Construction, Inc.

Name and Signature of Bidder

If an **INDIVIDUAL**

Name of Individual

Firm Name, if any

Residence Address

Address for Communications

If a **CORPORATION**

Ideal Landscape Construction, Inc.

Name of Corporation

David Buckel

President

Name and Title of Officer

6264 Lemay Ferry Road

St. Louis, MO 63129

Address for Communications

If a **PARTNERSHIP**

Name of Partnership

Partner

Address for Communications

1 Incorporated under the laws of the State of Name of Corporation?

Yes

2. Licensed to do business in Missouri?

Yes No
(Check One)

State names and residence addresses of all partners

CITY OF WILDWOOD, MISSOURI

NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

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

SIGNED:



Subscribed and sworn to before me this 25th day of November, 20 15.

Seal of Notary

Rebecca Dawn White
Notary Public



STATE OF MISSOURI



Matt Blunt
Secretary of State
CERTIFICATE OF AMENDMENT

WHEREAS,

Ideal Landscape Construction, Inc.
00505939

Formerly,

DAVE'S LANDSCAPE CONSTRUCTION SERVICES, INC.

a corporation organized under The General and Business Corporation Law has delivered to me a Certificate of Amendment of its Articles of Incorporation and has in all respects complied with the requirements of law governing the Amendment of Articles of Incorporation under The General Business Corporation Law, and that the Articles of Incorporation of said corporation are amended in accordance therewith.

IN TESTIMONY WHEREOF, I have set my hand and imprinted the GREAT SEAL of the State of Missouri, on this, the 30th day of October, 2003.


Secretary of State





Employment Eligibility Verification

Case Administration

[Initial Verification](#)

[View Cases](#)

User Administration

[Change Password](#)

[Pwd Challenge Q&A](#)

[Change Profile](#)

Site Administration

[Add User](#)

[View Users](#)

[Maintain Company](#)

[Terminate Company Participation](#)

Reports

[View Reports](#)

Company Information

Company Name: Ideal Landscape Group

[View / E](#)

Company ID Number: 270837

Physical Location:

Address 1: 6264 Lemay Ferry Road

Address 2:

City: Saint Louis

State: MO

Zip Code: 63129

County: SAINT LOUIS

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Employer Identification Number: 10614956

Total Number of Employees: 20 to 99

Corporate / Parent Company: Ideal Landscape Management

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 238 - SPECIALTY TRADE CONTRACTORS

[View / E](#)

Total Hiring Sites: 1

[View / E](#)

Total Points of Contact: 3

[View / E](#)



Exit



E-Verify Enrollment: You're Finished

Congratulations!

Your company has been enrolled in E-Verify. **Now just sit back and wait – the people you signed up as users will receive their user names and passwords by e-mail.**

Most people receive our confirmation e-mail within a few minutes. You should check your e-mail inbox as well as your spam or junk mail folders because sometimes our e-mails are mistakenly marked as spam.

If the e-mail is not received within 48 hours, please call our Customer Support line at 1-888-464-4218 for assistance. Do not enroll your company again in E-Verify. If you attempt to reenroll, your enrollment may be delayed.

Before you go, click on the "View Memorandum of Understanding" button and print a copy of the Memorandum of Understanding you electronically signed. Be sure to share it with your human resources manager, legal counsel and other appropriate staff.

Thanks for signing up. Your participation is vital in ensuring a legal United States workforce. If you ever have any questions, we're here to help – just give us a call at 1-888-464-4218 or e-mail us at E-Verify@dhs.gov.

[View Memorandum of Understanding](#)



Company ID Number: 270837

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Ideal Landscape Group

Leanna Buckel

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/30/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

10/30/2009

Date



Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)
Ideal Landscape Construction, Inc.
6264 Lemay Ferry Rd.
Oakville, MO 63129

SURETY:

(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
62 Maple Avenue
Keene, NH 03431

Mailing Address for Notices

The Ohio Casualty Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

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

OWNER:

(Name, legal status and address)
City of Wildwood
Department of Planning and Parks
16860 Main Street
Wildwood, MO 63040

BOND AMOUNT: \$5% of Bid Amount (Five percent of amount bid.)

PROJECT:

(Name, location or address, and Project number, if any)
Bluff View Trail Site Improvements
PE-23059

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

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

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

Signed and sealed this 3 day of December 2015

(Witness)

Ideal Landscape Construction, Inc.
(Principal) _____ *(Seal)*

(Title) David Buckel, President

(Witness)

The Ohio Casualty Insurance Company
(Surety) _____ *(Seal)*

(Title) Kathleen A. Petchulat, Attorney-in-fact

State of Missouri }
County of St. Louis }

ss:

On **12-3-16**, before me, a Notary Public in and
for said County and State, residing therein, duly commissioned and sworn,
personally appeared **Kathleen A. Petchulat**

known to me to be Attorney-in-Fact of **The Ohio Casualty Insurance Company**
the corporation described in and that executed the within and foregoing
instrument, and known to me to be the person who executed the said
instrument in behalf of the said corporation, and he/she duly acknowledged
to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my and affixed my official
seal, the day and year stated in this certificate above.

Kathleen A. Petchulat
NOTARY PUBLIC
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: September 22, 2018
Commission Number: 14469438

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6945762

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher G. Leahy; Jessica C. Klemp; Kathleen A. Petchulat; Stephen E. Ricci

all of the city of CREVE COEUR, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 14th day of April, 2015.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 14th day of April, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3 day of December, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

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ARTICLE 10

BID FORM PROPOSAL

PROJECT: BLUFF VIEW TRAIL SITE IMPROVEMENTS
WILDWOOD, MISSOURI
terraspec Project No. 14-012

OWNER: CITY OF WILDWOOD
16860 MAIN STREET
WILDWOOD, MISSOURI 63040

BIDDER: RV Wagner, Inc.
4710 Green Park Rd.
St. Louis, MO 63123

TO: CITY OF WILDWOOD, MISSOURI

1. The undersigned (herein called the "Bidder") in compliance with your Invitation for Bids for the construction of the above-referenced project, having examined the drawings and specifications with related documents as prepared by *terraspec*, and having examined the site of the proposed work, being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

2. BASE PROPOSAL: Bidder agrees to furnish all labor, materials, equipment and service required to construct and install all work shown on the drawings and called for in the specifications, except those items designated as add alternates. The bidder will complete this work as shown on the drawings and called for in the specifications, in accordance with said documents therewith for the sum indicated below.

BASE PROPOSAL TOTAL

Two-hundred eighty-thousand, five-hundred and ⁰⁰/₁₀₀ DOLLARS (\$ 280,500.00)

3. ALTERNATES: The bidder will add the following work items as called for in the drawings and specifications in accordance with said documents therewith for the following itemized sums. The CITY reserves the right to select or reject any or all, or any combination of alternates.

THERE ARE NO ALTERNATES ON THIS PROJECT



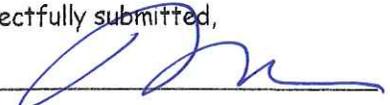
CITY OF WILDWOOD, MISSOURI

further agrees to pay liquidated damages in accordance with the requirements of the Contract.

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Respectfully submitted,



 SCOTT INSERRA PRESIDENT

Name and Signature of Bidder

If an INDIVIDUAL

Name of Individual

Firm Name, if any

Residence Address

Address for Communications

If a CORPORATION

RV Wagner, Inc.
Name of Corporation

Scott Inserra
President
Name and Title of Officer

4712 Green Park Rd.
St. Louis, MO 63123
Address for Communications

1. Incorporated under the laws of the State of Name of Corporation? MO

2. Licensed to do business in Missouri?
Yes No _____
(Check One)

If a PARTNERSHIP

Name of Partnership

Partner

Address for Communications

State names and residence addresses of all partners

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SUBCONTRACTOR UTILIZATION FORM

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

1. Name of Bidder: RV Wagner, Inc
2. Address Bidder: St. Louis MO 63123 (314) 892-1600
City State Zip Phone

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

Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing	Nature of Participation	\$ Value of Subcontractor
<u>Rosch Company</u>	<u>Sub</u>	<u>\$55,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above 55,000.00

B. Total Bid Amount 280,500.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 19.6%

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

SCOTT INSERRA
 Name-Authorized Officer of Bidder

[Signature]
 Signature-Office Bidder

Date 12/3/15

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

Handwritten text at the top of the page, possibly a title or header.

Handwritten text in the upper middle section of the page.

Handwritten text in the lower middle section of the page.

Handwritten text in the lower section of the page.

Handwritten text at the bottom of the page.

NON-COLLUSION AFFIDAVIT

STATE OF MO

COUNTY OF St. Louis

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

SIGNED:

[Signature]

Subscribed and sworn to before me this 3 day of December, 2015.
Seal of Notary

[Signature]
Notary Public

BLAKE BOGGS
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: September 16, 2019
Commission Number: 15638326

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Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

R.V. Wagner, Inc.
4712 Green Park Road
St. Louis, MO 63123

SURETY:

(Name, legal status and principal place of business)
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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

OWNER:

City of Wildwood
16860 Main St
Wildwood, MO 63040

Mailing Address for Notices

Liberty Mutual Insurance Company
Attention: Surety Claims Department
1001 4th Avenue, Suite 1700
Seattle, WA 98154

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

BOND AMOUNT: 5% of the Amount Bid

PROJECT:

City of Wildwood, Bluff View Trail Site Improvements

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

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

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

Signed and sealed this 3rd day of December, 2015

Amanda Ruhl
(Witness)

Kelley DeCosta
(Witness)

R.V. Wagner, Inc.
(Principal) (Seal)
James J. Stanley
(Title)

Liberty Mutual Insurance Company
(Surety)
Janice L. Jakubielski
Janice L. Jakubielski Attorney-in-Fact





State of Missouri

County of St. Charles

On this 3rd day of December, 2015 before me, LaVerne S. Brittan, a Notary Public in and for the said County of St. Charles, State of Missouri, residing therein, duly commissioned and sworn, personally appeared Janice L. Jakubielski, known to me to be the Attorney-in-Fact of Liberty Mutual Insurance Company, the corporation that executed the written instrument.


Notary Public in and for the County of St. Charles, State of Missouri. My Commission Expires on November 8, 2018

LaVerne S. Brittan
Notary Public - Notary Seal
STATE OF MISSOURI
St. Charles County
My Commission Expires: November 8, 2018
Commission #14432286

Commission #1453788
MAGISTRATE FOR EXPENSE REVENUE B 2010
El Dorado County
-DATE OF THE COURT
-PAYEE - BARRY SELL
LAVENE S BARRIS

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6822017

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Dale J. Dunn; Douglas S. Clift; Janice L. Jakubielski; Julie M. Wilhelm; K. Fontana; Steven K. Heying; Vickie L. Fortner

all of the city of SAINT PETERS, state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2014.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 30th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Plymouth Twp., Montgomery County
My Commission Expires March 28, 2017
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

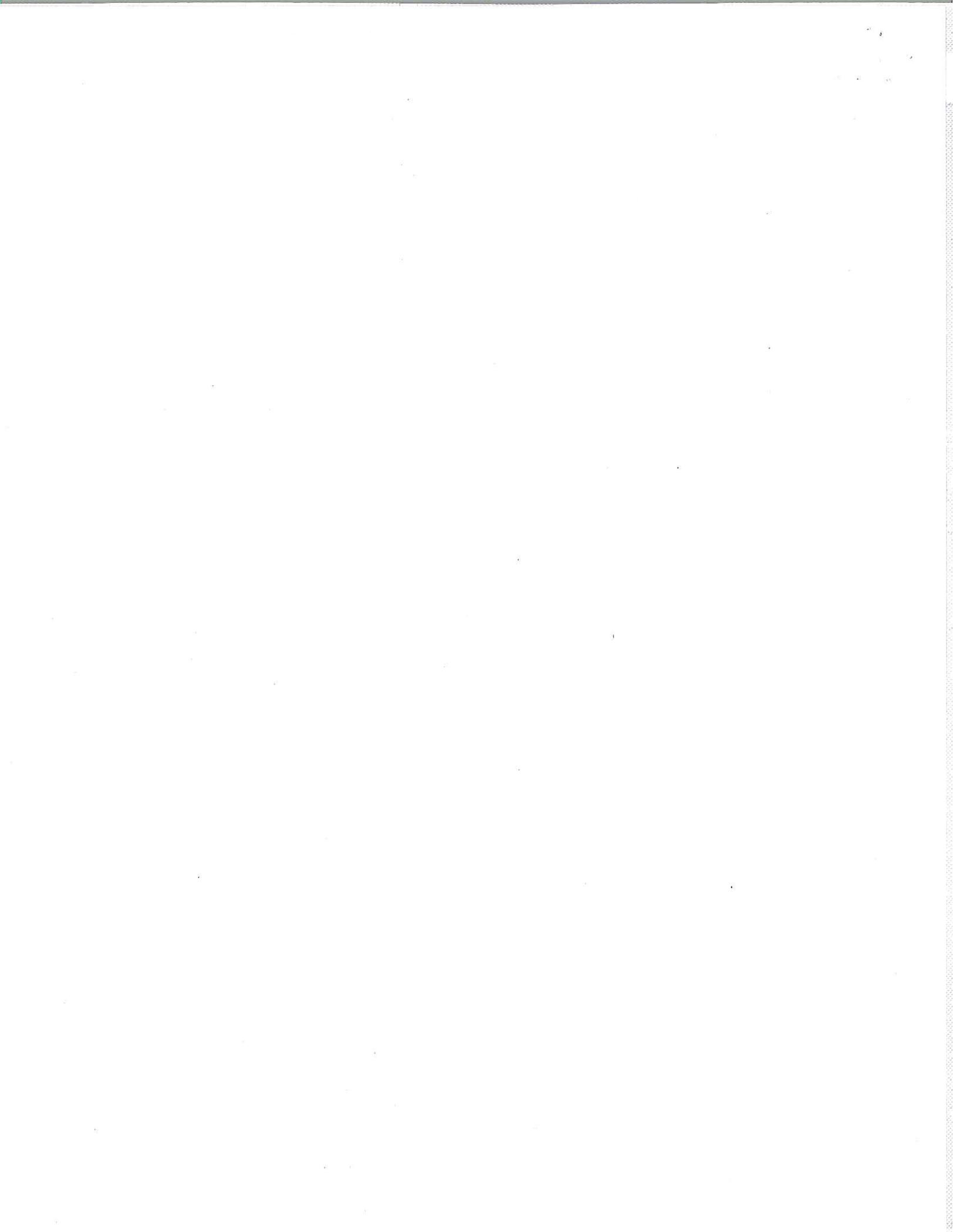
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 31st day of December, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.





WILDWOOD

November 17, 2015

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

Re: **Connector Trail Proposal – Bluff View Park to the Rock Hollow Valley**

Council Members:

Beginning almost five (5) years ago, the Department started having conversations with the Missouri Department of Natural Resources (MDNR) and St. Louis County about creating a connector trail between then Packwood Park (now Bluff View Park) and the Rock Hollow Valley. These conversations were very preliminary, given neither Bluffview Park or the Rock Hollow Trail had been completed. However, all of the participating parties believed that, if these park projects were successful and the associated facilities opened, a connector trail would be essential for certain users, which are currently prohibited on the Al Foster Memorial Trail, i.e. equestrian users.

With the development of these two (2) facilities completed and trail segments open and in use, the connector between these two (2) large public land holdings of the City, County, and State is necessary. Accordingly, the Department initiated a process to develop a concept for this trail and, once the other partners agreed upon that design, it began the preparation of design and engineered drawings for the bidding purposes associated with it. This effort started in 2014 and carried over to 2015, when the Missouri Department of Natural Resources (MDNR) and St. Louis County endorsed the concept. In this process to obtain this endorsement, certain changes were made to ensure that equestrian users have clear direction on the location of the trail and its use for horses.

Attached to this report are the design and engineering drawings for this project. The project entails constructing a 2,050 foot long trail, with a crushed aggregate-type surface, that will be approximately four (4) feet in width, on State-owned property, and link to the two (2) aforementioned land holdings of the City, County, and State. The trail will cross the single-gauge railroad line in three (3) locations. Signage is planned at these locations. To accommodate the construction of the trail, ten (10) culvert pipes are to be installed to address water runoff and other considerations. Also, four (4) short sections of required retaining wall are planned as well.

At the November meeting, the Department presented these plan sheets to the Committee Members for consideration and action. These plans reflect the input and actions of all of the parties noted above and were at the level of detail for construction purposes. These plan sheets provide the basis for the contracting community to undertake the project. This bidding process, with the Committee's favorable recommendation, which was granted on November 17, 2015, and now action by City Council, could be completed before the end of the year.

As a point of reference, this project is funded for 2016. Again, given the popularity of the trail system along the Meramec River, this connector trail will be extensively used and, again, what the community and users have identified as a needed addition. Accordingly, the Committee is respectfully requesting the City Council recommend approval of the plan, so the bidding process can proceed to its completion.

If any of the City Council Members have questions or comments about the plan sheets or the requested action, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.

Respectfully submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
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

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

SCALE 1:12000

0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 MILES

0 1000 YARDS

0 1 KILOMETER

BLUE is completed trail.
RED is incomplete trail.
GREEN is Al Foster.
BLACK is Rock Hollow Trail

Point where last Americorps crew started

Glencoe

Yeatman

MEP



SCALE: 1"=200

BLUFF VIEW TRAIL EXTENSION

WILDWOOD, MISSOURI

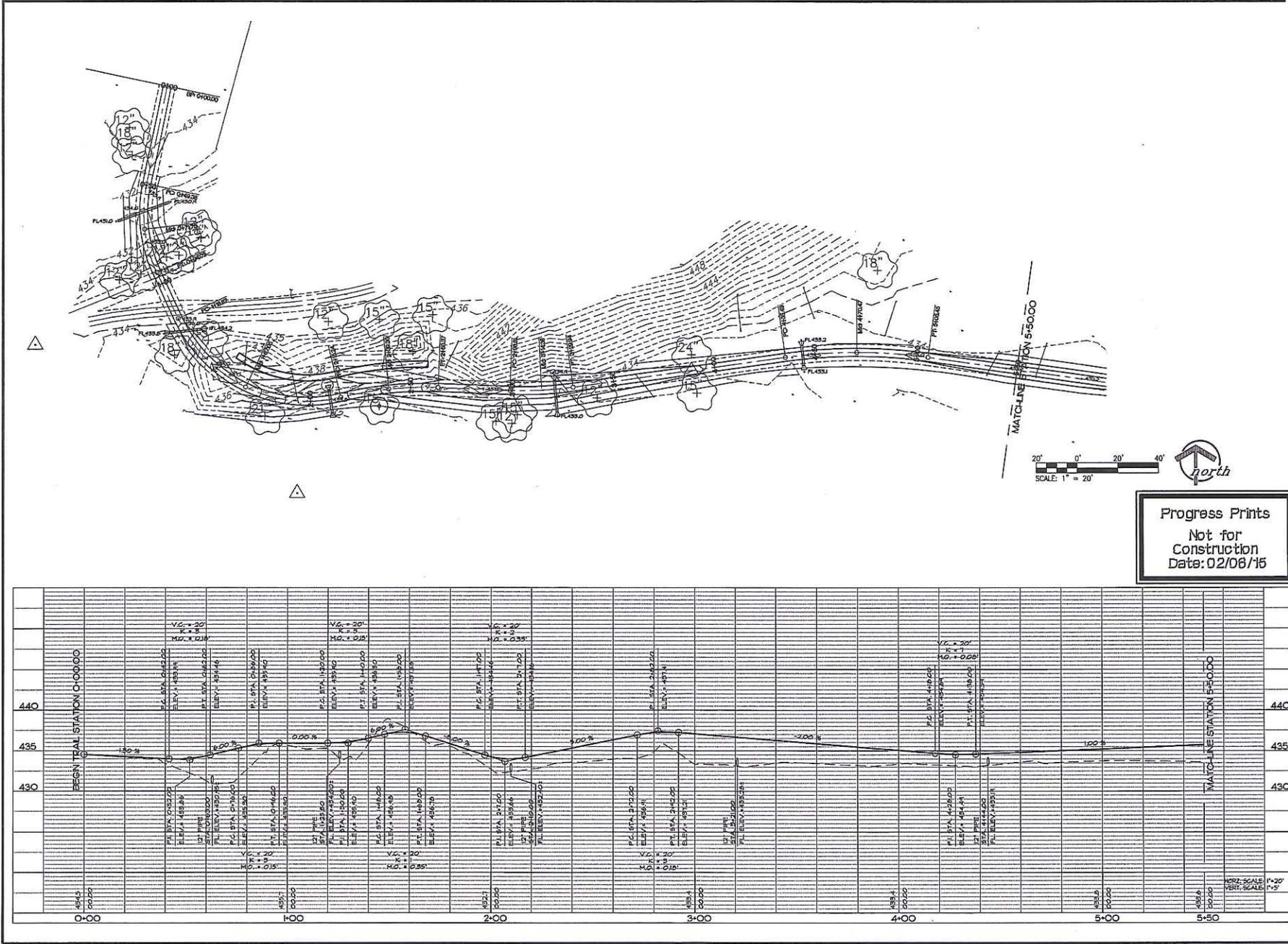
Preliminary Trail Alignment



LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
3600 OLIVER ROAD
ST. LOUIS, MO 63108
(314)991-8211 FAX(314)913-4718

11/18/14

1 of 1



Progress Prints
 Not for Construction
 Date: 02/08/15

LAND PLANNING
 RECREATION PLANNING AND DESIGN
 LANDSCAPE ARCHITECTURE
 15546 BURRETT PARKWAY DR. #200
 WILDFLOW, MISSOURI 64153
 (314)984-8211 FAX (314)982-7658



**BLUFF VIEW TRAIL
 EXTENSION**
 BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
 WILDWOOD, MISSOURI

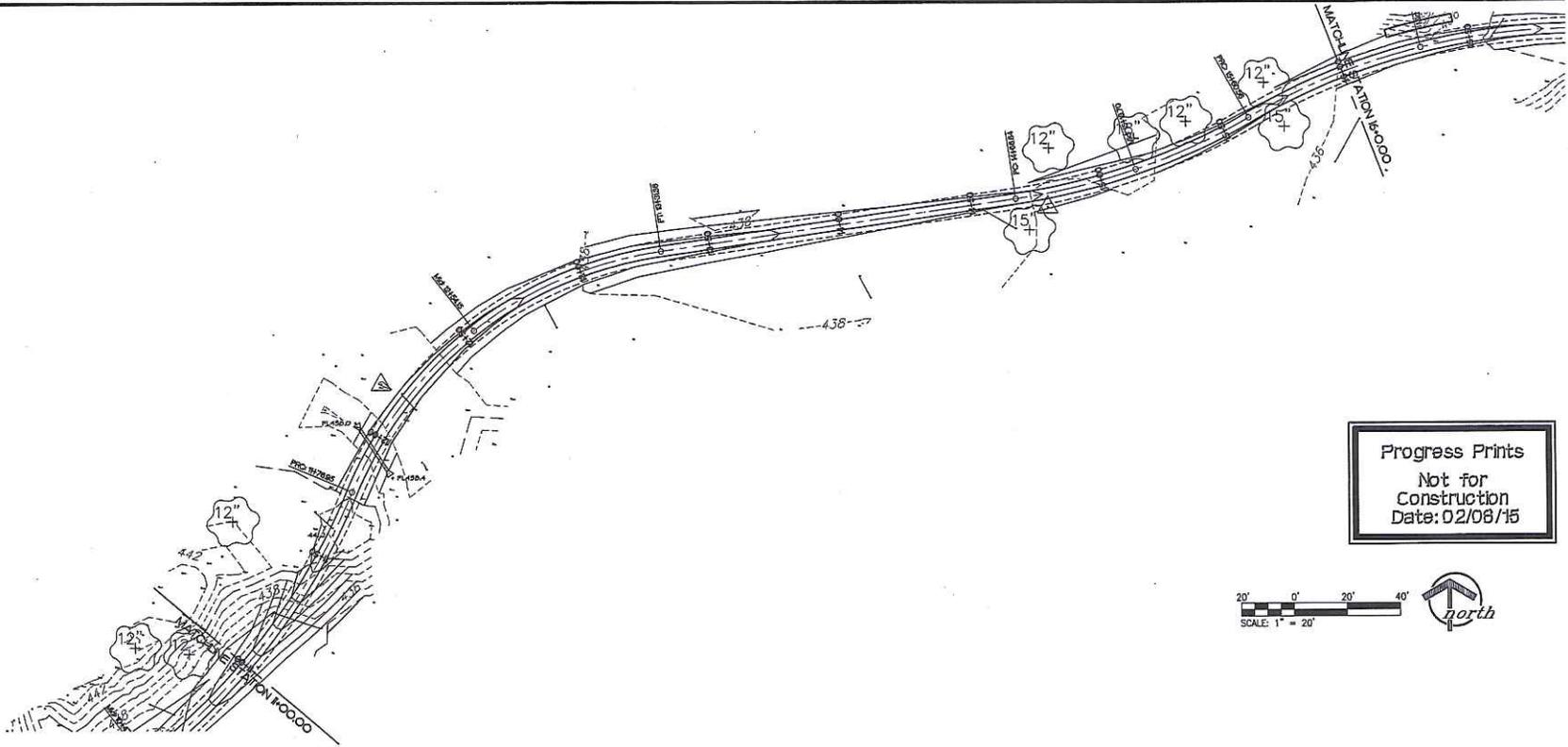
OWNER
 State of Missouri
 P.O. Box 176
 Jefferson City, MO
 65101

SHEET TITLE
 Site Plan & Profile

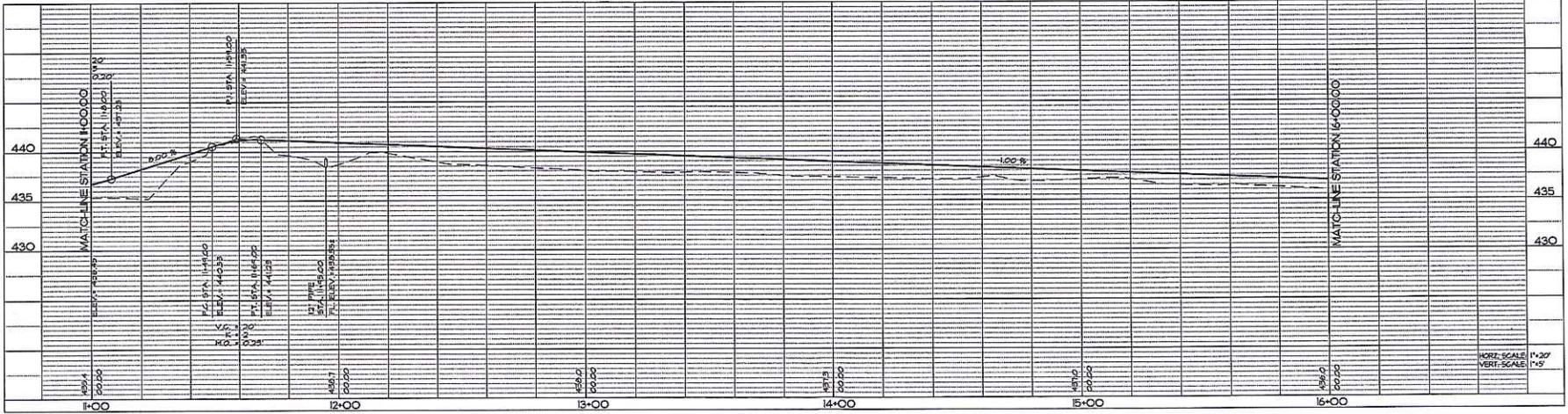
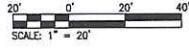
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DATE
 00/00/15
 DRAWN BY
 DWD
 REVISION

SHEET NUMBER
C1



Progress Prints
 Not for
 Construction
 Date: 02/08/15



LAND PLANNING
 RECREATION PLANNING AND DESIGN
 LANDSCAPE ARCHITECTURE
 13546 BARRETT PARKWAY DR. #200
 ST. LOUIS, MO 63021
 (314)884-0511 FAX(314)882-7658



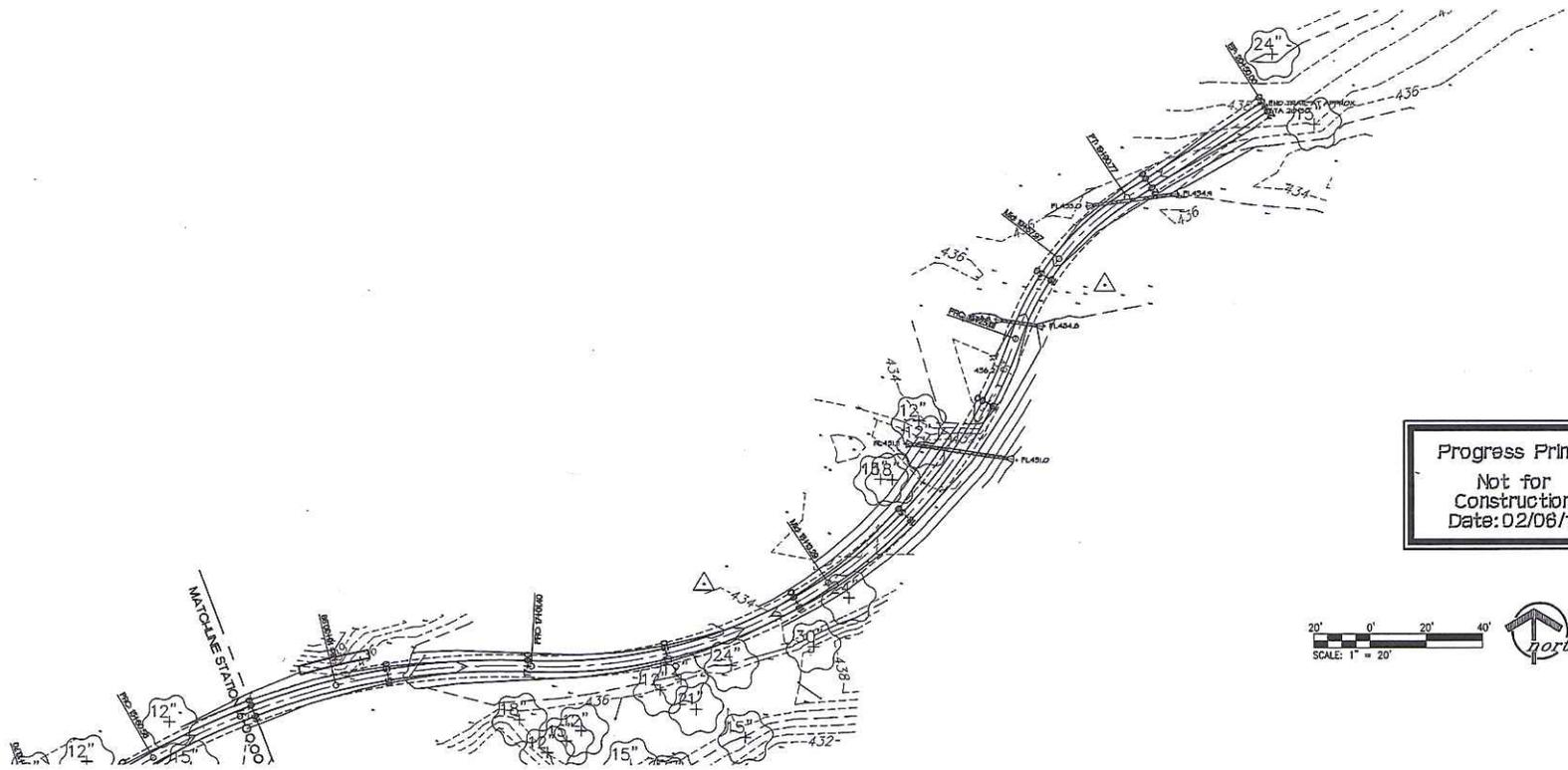
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 EXTENSION**
 BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
 WILDWOOD, MISSOURI

OWNER
 State of Missouri
 P.O. Box 176
 Jefferson City, MO
 65101

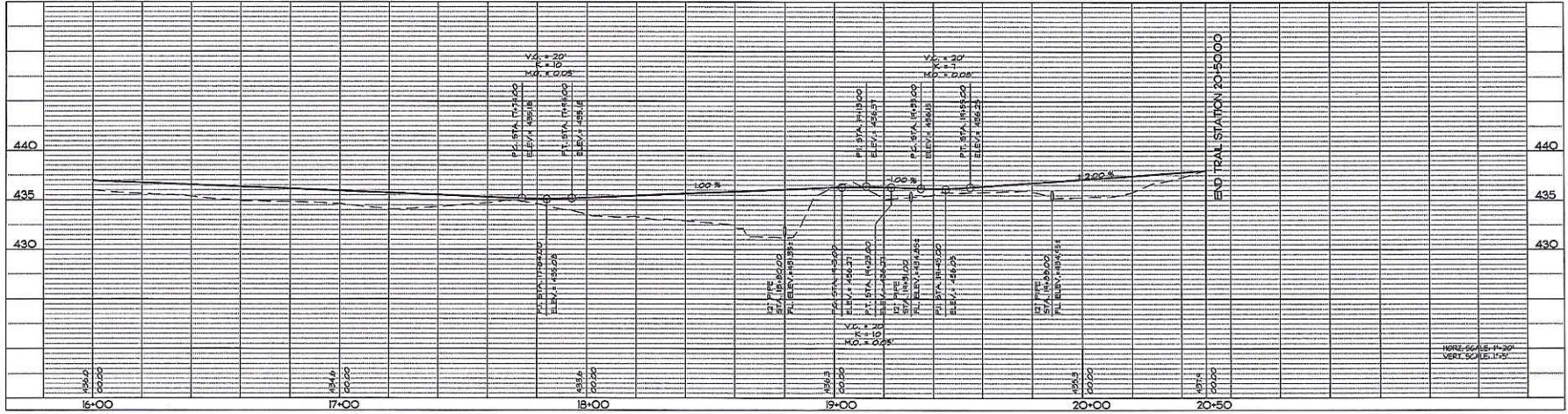
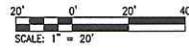
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 Site Plan
 & Profile

JOB NUMBER
 12003
 DATE DRAWN BY
 00/00/15 DWD
 REVISION

SHEET NUMBER
 03



Progress Prints
 Not for
 Construction
 Date: 02/06/15



LAND PLANNING
 RECREATION PLANNING AND DESIGN
 LANDSCAPE ARCHITECTURE
 13516 BARRETT PARKWAY DR. #200
 ST. LOUIS, MO 63021
 (314)984-4211 FAX(314)922-7893



**BLUFF VIEW TRAIL
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 BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
 WILDWOOD, MISSOURI

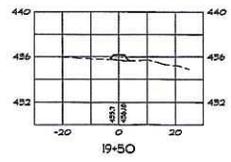
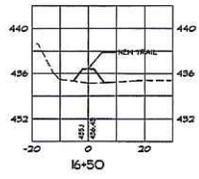
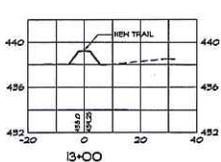
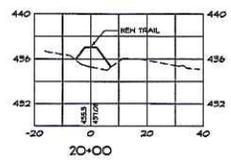
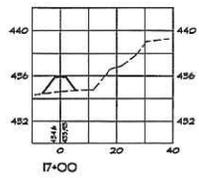
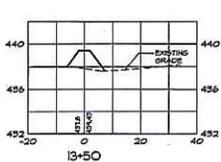
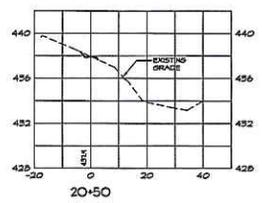
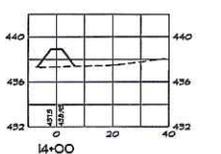
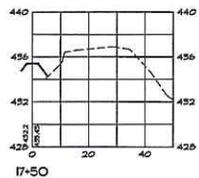
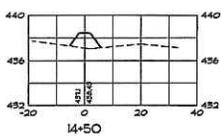
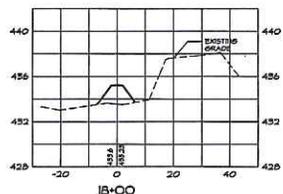
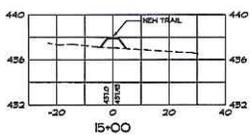
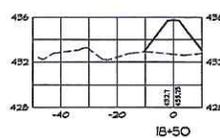
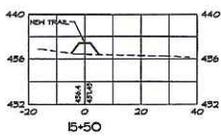
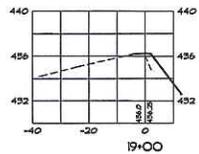
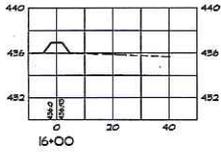
OWNER
 State of Missouri
 P.O. Box 176
 Jefferson City, MO
 65101

SHEET TITLE
 Site Plan
 & Profile

JOB NUMBER
 12003

DATE 00/00/15 DRAWN BY DWD
 REVISION

SHEET NUMBER
C4



HORIZ. SCALE: 1"=20'
VERT. SCALE: 1"=5'

Progress Prints
Not for
Construction
Date: 02/06/15

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314) 994-9211 FAX (314) 922-7650



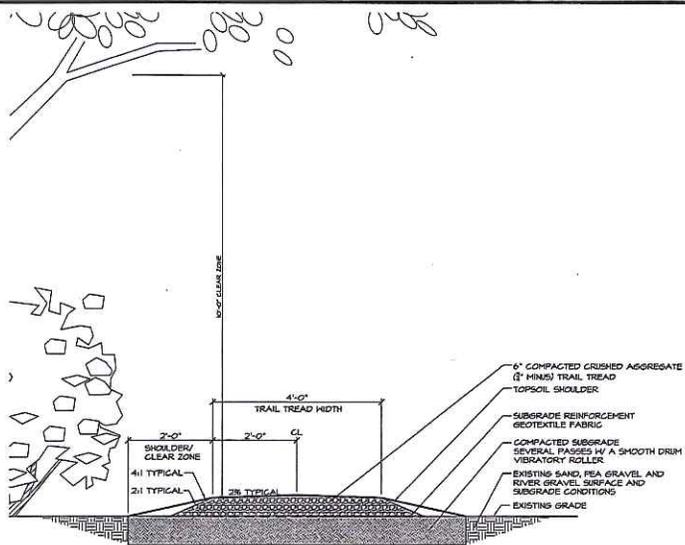
**BLUFF VIEW TRAIL
EXTENSION**
BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

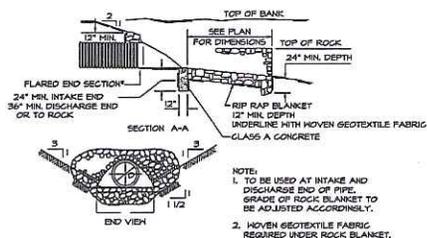
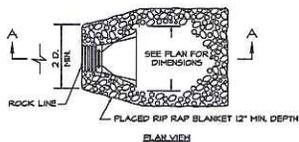
SHEET TITLE
Sections

JOB NUMBER
12003
DATE 02/06/15 DRAWN BY DWD
REVISION

SHEET NUMBER
C6



Typical Trails Cross-section 
SCALE: 3/4"=1'-0"



NOTE:
1. TO BE USED AT INTAKE AND DISCHARGE END OF PIPE. GRADE OF ROCK BLANKET TO BE ADJUSTED ACCORDINGLY.
2. HOVEN GEOTEXTILE FABRIC REQUIRED UNDER ROCK BLANKET.

Typical Flared End Section*/Rip Rap Detail 
N.T.S.

* NOTE: FLARED END SECTION ADD ALTERNATE # 1, 2, 4 5

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
13856 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX (314)922-7666



**BLUFF VIEW TRAIL
EXTENSION**
BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
Jefferson City, MO
65101

SHEET TITLE

Details

JOB NUMBER
12003
DATE DRAWN BY
00/00/15 DWD
REVISION

Progress Prints
Not for
Construction
Date: 02/06/15

SHEET NUMBER

D1



WILDWOOD

January 26, 2016

MEMORANDUM

To: The Planning/Economic Development/Parks Committee

From: Department of Planning and Parks

Re: **Phase II of Community Park – Roadway Construction (Ward – One)**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., Director of Public Works
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks

As City Council Members may be aware from the discussion that was held regarding this subject matter at its January 11, 2016 meeting, the bids for Community Park – Phase II were opened in December 2015 and the results were very favorable to this project. The project includes three (3) components, which are the connection of the park's existing internal roadway to the western terminus of the extended Pond-Grover Loop Road, a companion trail, and the preparation of the Great Meadow Area. This matter was at the January 11, 2016 meeting of City Council due to a timeframe issue relating to the tree clearing in association with any project located upon the park property and its potential impact on habitat of the Indiana Brown Bat.

Given the timeframe that is authorized for clearing in protected habitat areas, the project's initial work must be completed by March 31, 2016 or wait until November 1, 2016. As noted above, the Department presented this matter to the City Council at the aforementioned meeting and requested authorization to first introduce the legislation for the contract to proceed with this project, and then present it to this Committee thereafter, but before any final passage of that bill. The City Council agreed with this approach, given the circumstances, and the Department's acknowledgement the Committee would have time to review the matter, before any bill was finally passed. Therefore, a condition of this action was for the Committee to be presented this matter at its January 26, 2016 meeting.

Attached to this memorandum is information regarding the bidding process, the plans, and related specifications associated with this project for the Committee's consideration. This information is supplemented by the other plans and other construction documentation that was presented to this Committee in 2015 on this project and approved in its current configuration and form. The

Committee's favorable recommendation in 2015 on the construction plans and related bidding specifications was also supported by City Council, when such was submitted to it for consideration.

If any of the Committee Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information and providing direction on the same.



WILDWOOD

January 11, 2016

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

Re: Bid Results for Phase 2 of the Community Park

Council Members:

On Tuesday, December 8, 2015, a bid opening was held at City Hall for the Phase 2 portion of the overall Community Park project. The City received a substantial amount of interest in this project and a total of five (5) bids were received for general contracting and related services. The plans and bid specifications contained a base proposal, an add alternate, and a unit price cost for rock removal, if necessary, for consideration and inclusion in the project. A summary of the general contractor submittals is as follows:

Bidder	Base Bid (\$)	Alternate 1 (\$)	Unit Cost (\$)	TOTAL (\$)
Byrne/Jones Construction	469,750.00	25,000.00	200.00/yard ³ ***	495,250.00
Gershenson Construction	378,535.00	27,000.00	150.00/yard ³	405,535.00
Krupp Construction	530,166.27	21,480.00	165.00/yard ³	551,646.27
Kuesel Excavating	516,600.00	28,800.00	170.00/yard ³	545,400.00
Pavement Solutions	499,185.00	53,008.00	56.00/yard ³	552,193.00

*** Gershenson Construction's bid indicated a number of \$7,500.00 per cubic yard for rock removal in the bid document, which, according to Michael Gershenson, was a math error, and meant to be 50 cubic yards times \$150.00 per cubic yard, which equates to the \$7,500.00 figure. The bid document's language allows those identified items to be considered collectively or individually. The City Attorney was consulted and advised the math error would not preclude the consideration of this bid, given the unit cost is not integral to the base bid itself.

The identified add alternate included the following item:

→ Add Alternate – Multiple Use Path (to parallel roadway along a majority of its length)

With the base bid item and the add alternate considered, the cost of the development of Phase Two of the community park project is identified in the total column provided at the end of the table, which is set forth below. It is important to note that seven hundred thousand dollars (\$700,000.00) has been budgeted for this project for 2016, of which an anticipated four hundred thousand dollars (\$400,000.00) of funding would be provided through the Municipal Parks Grant Commission of St. Louis County – Round 16 application process (no notification has been provided at this time).

In considering the results of this bidding process, the Department is recommending for the City Council's consideration the following bid and associated alternate:

Bidder	Base Bid (\$)	Alternate 1 – Multiple Use Path (\$)	Total (\$)
Gershenson Construction	378,535.00	27,000.00	405,535.00

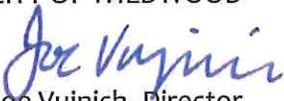
The Department would note the project also includes the relocation of a water line at the intersection of the current western terminus of Pond-Grover Loop Road and the proposed extended park roadway, which was installed in an easement that was opposed by the City Council many years ago. The cost of this relocation has been estimated at approximately one hundred ten thousand dollars (\$110,000.00) and would be completed by personnel of Missouri American Water Company. Additionally, the preparation of the Great Meadow Area, as the open and informal play area, is also planned, which would add an additional sixty-five thousand dollars (\$65,000.00) to the overall project cost. Therefore, the cost of all components of the project would be \$580,535.00. This amount is less than the cost that was anticipated, when the grant application was submitted to the Municipal Parks Grant Commission at the end of October 2015.

This matter is being presented at tonight's Work Session due to an issue regarding timing. The area that is planned for the extension of the park's internal roadway has been identified as habitat for the Brown Indiana Bat and any clearing in that area must be completed by March 31, 2016 or would be delayed to November 1, 2016. Given the meeting schedule for this January, with the Planning/Economic Development/Parks Committee not scheduled to convene until January 26, 2016, such would mean this matter could not be considered by City Council until February 9, 2016, with final passage on February 23, 2016. Accordingly, the needed time to complete the contract, hold a pre-construction meeting, then authorize the project to proceed, would leave very few days before the tree removal allowance by the federal government would end, thereby delaying this project until November 2, 2016, the start of the winter season. This timing is the reason the item is being presented to the City Council at this time, as a whole, in lieu of the Committee on park matters first.

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

If any of the City Council Members should have questions or comments regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on this agenda item at tonight's meeting. Thank you for the opportunity to provide this information for the City Council's consideration.

Respectfully submitted,
CITY OF WILDWOOD


Joe Vujnich, Director

Department of Planning and Parks

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney

Rick Brown, P.E. and P.T.O.E., Director of Public Works
Tom Cissell, Oates Associates, Project Engineer
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

From: **Michael Gershenson** mgershenson@gershenson.com
Subject: **Wildwood community park phase II**
Date: **December 8, 2015 at 11:45 AM**
To: **Joe Vujnich** jvujnich@cityofwildwood.com, **Tom Cissell** Tom.Cissell@oatesassociates.com
Cc: **Ed Gershenson** eng@gershenson.com, **Roxanne Wallace** rwallace@gershenson.com



Mr Vujnich,

Gershenson would like to notify the City of Wildwood our intention for the rock excavation pricing in our bid proposal that we submitted today for the Pond Grover Loop Road connection road.

We submitted a price for \$7500 for 50 yd.³ of rock excavation. Our intention, was that our price for 1 cubic yard of rock excavation was to be \$150 and that our total price for 50 yd.³ of rock excavation equaled \$7,500. We realize that was the incorrect number to put in the unit price box and apologize for that error.

We just wanted to notify you of our true intentions for the rock excavation price in your consideration of our bid proposal and we understand if it results in our disqualification. However, we definitely hope the City of Wildwood will still be able to consider Gershenson Construction for this project in light of this error and look forward to possibly working with you again.

Thanks!

Mike Gershenson
Project manager
Gershenson Construction Company

RETURN WITH BID

ARTICLE 10

BID FORM PROPOSAL

BID TIME 10:00 am

BID DATE 12/8/15

TO: THE CITY OF WILDWOOD

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

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

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

(Signature)



Edward N. Gershenson
President

(Print Name)

(Company Name)

Gershenson Construction Co., Inc.
2 Truitt Dr.
Eureka, MO 63025

(Address)

(Telephone Number)

636.938.9595

(Fax Number)

636.938.9501

ITEMIZED BID FORM - GENERAL CONTRACT

BASE BID

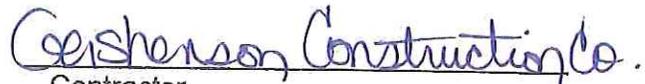
CITY OF WILDWOOD, MISSOURI

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

EG

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

By 
Edward N. Gershenson
 President
 Title


 Contractor

ITEMIZED BID FORM – GENERAL CONTRACT

ALTERNATE BID – MULTI-USE PATH

CITY OF WILDWOOD, MISSOURI

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

By 
Edward N. Gershenson
 President
 Title

Gershenson Construction Co.
 Contractor

UNIT COST

CITY OF WILDWOOD, MISSOURI

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

Note:

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

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

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

By 
Edward N. Gershenson
 President
 Title

Gershenson Construction Co.
 Contractor

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

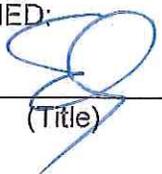
NON-COLLUSION AFFIDAVIT

STATE OF Missouri

COUNTY OF St. Louis

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

SIGNED:



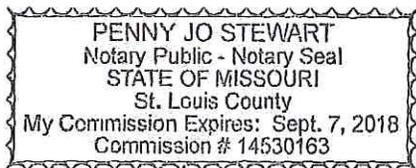
(Title) Edward N. Gershenson
President

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

Seal of Notary



Notary Public



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

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

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

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

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

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

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

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

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

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A CONTRACT ON BEHALF OF IT WITH OATES ASSOCIATES FOR THE DEVELOPMENT OF ENGINEERED DRAWINGS/PLANS, AND ACCOMPANYING BID SPECIFICATIONS, FOR THE EXTENSION OF THE PARK'S INTERNAL ROADWAY, TO THE WESTERN TERMINUS OF POND-GROVER LOOP ROAD, IN ASSOCIATION WITH THE COMMUNITY PARK PROJECT - PHASE 1A, CONSISTENT WITH THE ATTACHED CONTRACT AND EXHIBITS, WHICH ARE BEING RECOMMENDED BY THE PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE OF CITY COUNCIL. (Wards - All)

WHEREAS, in 2006, the City Council appointed a Citizens Committee for Park Progress (CCPP) to review and define the future of park and recreation efforts in the City of Wildwood; and

WHEREAS, this process involved a lengthy public engagement effort that included a professionally designed and administered random survey of three thousand (3,000) Wildwood households; and

WHEREAS, the output of this effort was statistically significant data that led the Committee to develop an Action Plan for Parks and Recreation that contains four (4) goals this group believed were essential for the City Council to implement over the next five (5) to ten (10) year period of time; and

WHEREAS, one (1) of the recommendations in this Action Plan for Parks and Recreation was for the City to purchase property that could accommodate a community park, in a central location of it and near Town Center; and

WHEREAS, in 2009, the City of Wildwood purchased a sixty-six (66) acre parcel of ground located near the intersection of State Routes 109 and 100 for the purposes of a future community park site; and

WHEREAS, in 2010, the City hired Oates Associates to manage a public engagement effort and complete a conceptual design of the site that was in keeping with the needs of the community and input of residents and future users of this planned facility; and

WHEREAS, the City's consultant, along with assistance from a citizen advisory panel, undertook this effort for approximately one (1) year, which resulted in the development of a Concept Plan that was ultimately adopted by both the Planning and Zoning Commission and City Council; and

WHEREAS, the City Council, as part of the City's Capital Improvements Budget, set aside three hundred thousand dollars (\$300,000.00) for the design and engineering plans/specifications for Phase One of the community park (based upon this Concept Plan), which initiated a Request for Qualifications (RFQ) for this project, and Oates Associates was selected to complete these plans and specifications due to its background and expertise in this regard; and

WHEREAS, thereafter, two (2) bid efforts were held on the community park project, resulting is the selection of Gershenson Construction for the general contracting work in association with Phase One of it; and

WHEREAS, with the Phase One project work scheduled for completion in early summer 2015, the Department of Planning and Parks noted an opportunity to complete the access roadway between State Route 100 on the south end and Pond-Grove Loop Road on the east end, sooner

than later, given other factors that appear to favor such, which include the completion of the western extension of Pond-Grover Loop Road to the park's eastern boundary, the stockpiling of fill on the site for the roadway bed's construction, and the availability of funding in the 2015 Capital Improvements Program budget for this project; and

WHEREAS, the Planning/Economic Development/Parks Committee discussed this proposal and agreed that Oates Associates had the best level of experience with this property and proposed design and offered a needed service for a reasonable cost - \$43,800.00; and

WHEREAS, this action, on the part of the Planning/Economic Development/Parks Committee, was taken on February 24, 2015, while authorizing its presentation to City Council for its consideration and action.

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

Section One. The Mayor of the City of Wildwood, Missouri is hereby authorized to execute on behalf of the City of Wildwood, Missouri a contract with Oates Associates for the development of engineered drawings/plans, and associated bid specifications, in conjunction with the community park project- Phase 1A, such being consistent with the Scope of Work and other information that has been provided by the consultant and presented to the City and included herein.

Section Two. The total expenses and liability of the City may incur under this contract shall not exceed maximum sum of forty-three thousand eight hundred dollars (\$43,800.00), as set forth in Attachment B of the accompanying contract.

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

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

Presiding Officer

The Honorable Timothy Woerther, Mayor

ATTEST:

City Clerk

Lynne Greene Beldner
Deputy City Administrator/City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: Department of Planning and Parks

DATE: March 24, 2015

THIS AGREEMENT, made and effective this 24th day of March 2015 by and between the City of Wildwood, Missouri, a municipal corporation hereinafter referred to as "City", and Oates Associates, Inc., hereinafter referred to as "Consultant", with a business address of: 720 Olive Boulevard, Suite 1660, St. Louis, Missouri 63101.

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

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:

To develop acceptable engineered drawings/plans, along with associated bid specifications, for the eventual construction of the extension of the park access roadway, from the Bonhomme Creek Bridge to the western terminus of the Pond-Grover Loop Road, to be known as Phase 1A of the community park project, as detailed and set forth in Attachment B of this Agreement.

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 **Forty-Three Thousand Eight Hundred Dollars (\$43,800.00);**

Or

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 March 24, 2015 (Tuesday) shall be completed on or before July 24, 2015 (Friday), 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

By _____

Title _____

City of Wildwood

By _____

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.

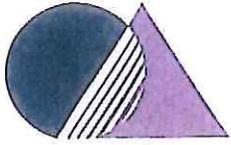
23. **Prevailing Party.** If either party to this Agreement defaults in the performance of its obligation(s) hereunder, the prevailing party in any action to enforce its rights and remedies shall be entitled to obtain its costs and reasonable attorney's fees from the non-prevailing party.

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.



OATES ASSOCIATES
Engineering + Architecture

ATTACHMENT B

ILLINOIS
Eastport Business Center 1
100 Lanter Court, Suite 1
Collinsville, IL 62234
tel 618.345.2200
fax 618.345.7233

MISSOURI
Laclede Gas Building
720 Olive, Suite 1660
St. Louis, MO 63101
tel 314.588.8381
fax 314.588.9605

www.oatesassociates.com

January 26, 2015

Joe Vujnich
City of Wildwood
Director of Planning and Parks
183 Plaza Drive
Wildwood, MO 63040

Re: Phase 2 - Community Park
Park Access Road/ Pond Grove Loop Road Extension

Dear Mr. Vujnich:

We propose to render construction services in connection with Phase 2 of the Community Park, which involves extending the Park Access Road to Pond Grove Loop Road (hereinafter called the "Project").

Our Basic Services will consist of providing a topographic survey, preliminary design, construction documents, part-time construction administration, and permit applications, all as set forth in the attached "Exhibit A: Scope of Work and Estimated Schedule". Oates Associates will manage and perform all the work in this proposal, including coordination with the contractors and the City.

You agree to pay us for our Basic Services and any authorized Additional Services at the hourly rates set forth on Exhibit B. Billings for Basic Services are estimated at \$43,800.

If Additional Services are requested to address an unforeseen condition or to address a City initiated design change, we will provide the service for an additional fee and bill for the time on an hourly basis using the rates shown in Exhibit B. We will not provide any Additional Services that increases the contract amount without prior approval from the City.

If this proposal and Scope of Work satisfactorily sets forth your understanding of our agreement, we'll incorporate it into the City's "Consultant/ Services Agreement" using this letter as an attachment. This proposal will be open for acceptance until February 27, 2015, unless changed by us in writing.

Sincerely,
OATES ASSOCIATES, INC.

Tom Cissell, PE, LEED AP
Project Manager

Accepted this _____ day of _____, 2015.

By: _____

Title: _____

EXHIBIT A

Scope of Work and Estimated Schedule

Task 1: Field Survey - 1,800' long road (about 2-weeks starting in February).

- Task 1.1: Call in utility locates and review the utility marks in the field
- Task 1.2: Set horizontal and vertical control points
- Task 1.3: Tie in existing topography/ utilities
- Task 1.4: Process survey data in the office
- Task 1.5: Field review the survey drawing and edit accordingly

Task 2: Construction Documents (about 6-weeks starting in mid-February and ending near the end of March)

- Task 2.1: Kick-off/ coordination meeting with client to confirm goals and expectations
- Task 2.2: Set roadway alignments – horizontal and vertical
- Task 2.3: Perform storm water drainage computations including:
 - Design two cross-road pipe culverts
 - Design roadside ditches
 - Perform water quality computations and design a bioretention feature
- Task 2.4: Prepare permit applications for a MDNR Land Disturbance Permit
- Task 2.5: Perform a pavement design to determine the roadway pavement structure
- Task 2.6: Develop construction documents including:
 - An existing conditions and demo plan
 - Roadway plan and profile sheets.
 - Cross sections
 - Details
 - Storm Water Pollution Prevention Plan
- Task 2.7: Develop construction cost estimates
- Task 2.8: Submit the pre-final plans to the City for review and approval.

Task 3: Construction Administration (about 4-weeks starting in March)

- Task 3.1: Coordinate with and respond to contractor questions related to the roadway work.
- Task 3.2: Perform two site visits/ week to review progress, document construction operations, help ensure the project is being built according to the plans, and coordinate construction.

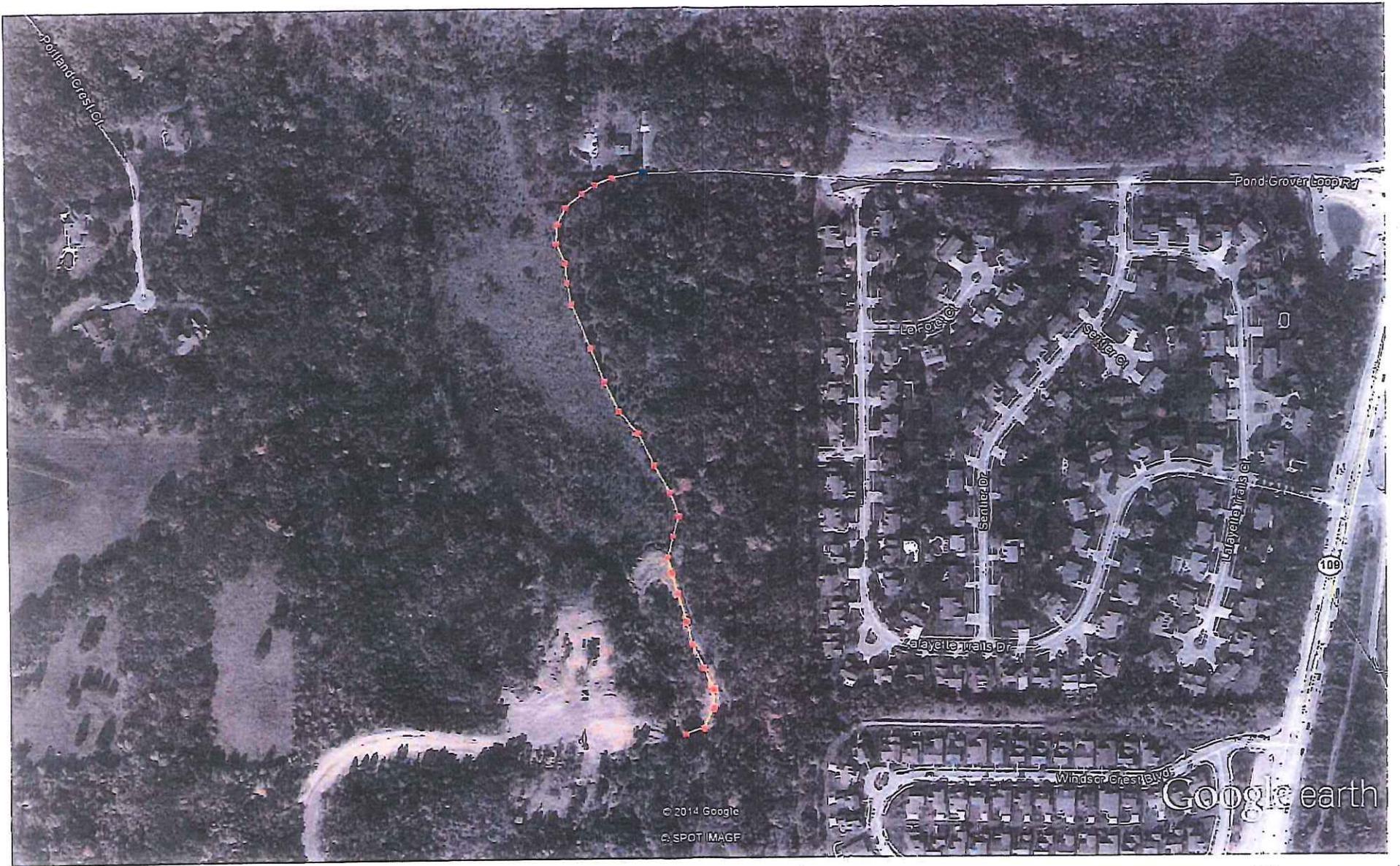
We propose to perform the following activities as part of the site visits:

- Perform quality assurance material testing on concrete, rock, and asphalt.
- Review the site for construction activity erosion and conduct storm water erosion control inspections.
- Document construction activities in daily field reports.
- If required, we will document design changes in the plans and specifications. At the end of the project, we will submit as-built drawings and specifications to the City.

EXHIBIT B
HOURLY RATE SCHEDULE

Principal Engineer	200.00
Senior Professional II	170.00
Senior Professional I	150.00
Professional IV	140.00
Professional III	130.00
Professional II	115.00
Professional I	100.00
Junior Professional	85.00
Technician III	115.00
Technician II	95.00
Technician I	75.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2014 and are subject to adjustment annually.



Google earth

miles
km



Attachment C
(Optional)
Consultant/Services Agreement
Progress Payment Schedule

Consultant: **Oates Associates, Inc.** Date: **March 24, 2015**
Project: **Design and Engineered Drawings/Plans, along with Bid Specifications, for Phase 1A of the Community Park Property**
Basic Compensation: **\$43,800.00**

<u>Phase of Work</u> (Describe)	<u>% of Total</u>	<u>Progress Payment</u>
Task One – Field Survey	33	\$14,454.00
Task Two – Construction Documents	33	\$14,454.00
Task Three – Construction Administration	34	\$14,892.00

Total Basic Compensation: \$43,800.00

Attachment D

Consultant Liability Insurance Requirements

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

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

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

- (a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000*.
- (b) Comprehensive General Liability and Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*
- (c) Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each accident*
- (d) Professional Liability
 - Including Death: \$500,000 each person*
 - \$3,000,000 each occurrence*
 - Property Damage: \$3,000,000 each occurrence*
 - \$3,000,000 aggregate*

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

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



WILDWOOD

September 22, 2015

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

Re: **Community Park – Guard Rail Project at Entry From State Route 100 and Phase IA Plans for Connector Road and Trail**

Council Members:

The community park, as was noted in the last update to City Council on September 14, 2015, is now open and a number of additional considerations have been identified, with its partial use underway. These considerations relate to a guardrail project at the entry from State Route 100 and Phase IA plans for the connector road and trail. To this end, the Department sought the Committee's direction on these identified items at this aforementioned meeting. A summary of each of these items is provided below, which includes background materials and the action the Planning/Economic Development/Parks Committee took in their regard. A summary of these items is as follows:

Guard Rail Project at Entry From State Route 100 – With the opening of the park and the completion of the access roadway and paralleling trail, the Committee members have been made aware by the Department of Planning and Parks of the proximity of these two (2) improvements to each other at the State Route 100/State Route 109 access point and concerns about safety. Along a distance from the entry into the park, a thin strip of grass separates the roadway and trail, which offers no protections to users of the pedestrian facility from vehicles entering the park site. This situation is somewhat reminiscent of the Wildwood Greenway Corridor sections along State Route 100 for many years.

Accordingly, the Committee was asked to support the installation of a guardrail along a section of this roadway and trail. To assist in this discussion, a bid was requested from D&S Fencing for this work. Although the bid was for the installation of a four hundred fifty (450) foot section of wood backed guardrail at this location to provide the protection users should have when on the trail, the Committee (and the Department) believed a lesser amount could be considered, approximately three hundred (300) feet. By reducing the length of the guardrail section, the original bid of \$32,000.00 for the four hundred fifty (450) foot strip, which equates to approximately sixty dollars (\$60.00) a linear foot, can be lessened. Therefore, at a reduced length of three hundred (300) feet,

the cost would be eighteen thousand dollars (\$18,000.00), with the potential of another five thousand dollars (\$5,000.00) added to it to accommodate a soft dig of the holes for the posts, given a nearby water line (if determined necessary). The project would then have a maximum cost of twenty-three thousand dollars (\$23,000.00), if the soft dig were necessary due to the proximity of the water line.

The Committee would note the wood-backed guardrail is very attractive and safe and will complement other similar improvements in the park, i.e. the bridge crossing Bonhomme Creek. However, the amount is significant, but the Committee agreed to allocate money from another line item in the Capital Improvement Program for 2015 for this project to meet this cost. The City has currently funded Kohn Park Repairs to an amount of one hundred twenty-five thousand dollars (\$125,000.00), which will not be used this year. Given this situation, the Committee believes it is appropriate to transfer this cost for the guardrail segment from this project line item. This action will leave approximately ninety-seven thousand dollars (\$97,000.00) in that project line item for future use (the Committee is already supporting the re-allocation of five thousand dollars (\$5,000.00) from this same account for landscaping at Bluff View Park).

Accordingly, the Committee is recommending the project be supported by the City Council and the necessary funding be transferred from Account Number 40-480-34 Kohn Park Repairs to Account Number 40-480-25 Community Park – Phase I Construction to be used for the above-described guard rail project. The accounting for this transfer of these funds will occur at the end of this fiscal year, when year-end budget adjustments are presented to the City Council. The vote on this matter by the Committee was 7 to 0, with the members noting again the improved safety offered by this project to trail users in the park.

Phase IA Plans for Connector Road and Trail – During the spring of 2015, the Committee presented its recommendation to City Council on a proposal to complete the park's internal roadway from the bridge, at Bonhomme Creek, to the newly-constructed western extension of the Pond-Grover Loop Road. This project was prioritized by City Council, given its benefits and safety considerations. With the action of the City Council on the required contract with Oates Associates, the City began the design/engineering of this roadway, which is now nearing completion.

With the construction plans nearing completion, the Department of Planning and Parks presented them to Committee for its input and comments at its September 22, 2015 meeting. Highlights of the design and engineering of this roadway were identified at that time and are as follows:

1. The roadway will be approximately 3,200 feet in total length.
2. The roadway will be twenty (20) to twenty-seven (27) feet in width and have two (2), six (6) foot wide drainage swales on either side of it.
3. The drainage swale on the eastern side of the roadway will provide separation for the proposed ten (10) foot wide, multiple-use trail that will connect to the existing facility in Phase One of the park and the new Pond-Grover Loop Road.
4. The roadway will provide a limited number of parking spaces (12), at the Great Meadow Area of the park.

5. The roadway will have a section of grade at ten (10) percent between Stations 24 and 27.
6. The connection of this roadway at Pond-Grover Loop Road will be affected by a water line of the Missouri American Water Company.

The engineer has also provided a cost estimate for this project, which is \$636,000.00, which includes the cost of a waterline relocation. The actual cost of the roadway and trail, minus the waterline relocation and contingencies, is just less than five hundred thousand dollars (\$500,000.00). It is the intent of the Committee to further address this project, as part of the upcoming discussion on its Capital Improvements Program for 2016, while also authorizing the Department of Planning and Parks to submit a grant application to the St. Louis County Park Grant Commission for this project¹, if such is supported by City Council.

The development of this roadway is necessary to provide an alternative to the current access point onto State Route 100, which has high volumes and speeds of traffic. Additionally, the trail connection will allow more surrounding residents to access the area, without the benefit of a vehicle, and support the expenditure of funds for the western extension of the Pond-Grover Loop Road that was recently completed. Therefore, the Committee voted 7 to 0 to support the proposed design and engineering plans for this internal park roadway, with a trail component. Again, the Committee would note its desire to complete this roadway connection, which will make access to the park much safer and convenient for many of its users.

If any of the City Council Members have questions or comments regarding this information, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on all of these items at tonight's meeting. Thank you for your consideration of this information and requested support of the same.

Respectively submitted,
CITY OF WILDWOOD

Jim Baugus, Chair*
Planning/Economic Development/Parks Committee

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Senior Planner I
Liz Weiss, Senior Planner II
Gary Crews, Superintendent of Parks and Recreation

* The Department of Planning and Parks developed this report, in conjunction with the Planning/Economic Development/Parks Committee. Content reflects the Committee's consideration of this subject, and not necessarily an individual's position or opinion.

¹ The grant application will also include a perimeter trail system and work in the Great Meadow Area.

PROJECT LENGTH	1880 feet 0.36 miles
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ESTIMATE OF PROBABLE CONSTRUCTION COST
COMMUNITY PARK ROAD
CREEK CROSSING TO POND GROVER LOOP
STA 14+77 TO STA 26+50 27' WIDE; STA 26+50 TO STA 32+56 20' WIDE WITH 1' WIDE SHOULDERS

ITEM	QUANTITY	UNIT COST	UNIT	TOTAL	ASSUMPTIONS
BASE BID: ROADWAY					
EARTHWORK	7,470	\$10	CU YD	\$74,700	Pulled from x-sect end area calcs and backed-checked from CAD
TREE / BRUSH CLEARING	2.7	\$10,000	ACRE	\$27,000	Pulled from CAD. Omitted roadway from sta 14+77 - sta 20+00
SEEDING	1.4	\$5,000	ACRE	\$7,000	Pulled from CAD areas. Includes erosion blanket areas.
BOD	0.5	\$10,000	ACRE	\$5,000	Pulled from CAD areas
INLET AND PIPE PROTECTION	10.0	\$100	EACH	\$1,000	4 culverts plus 3 structures minus one dwnstream
END SECTIONS, 15'; COST TO RESET PIPE	1	\$2,500	LS	\$2,500	Two end sections at 1 culvert
PIPE CULVERTS, 18"	35	\$50	LF	\$1,750	1 culvert @ 35 LF
END SECTIONS, 18"	2	\$1,000	EACH	\$2,000	Two end sections at existing culvert
PIPE CULVERTS, 24"	85	\$60	LF	\$5,100	1 culvert @ 85 LF
END SECTIONS, 24"	2	\$1,000	EACH	\$2,000	Two end sections at 1 culvert
PIPE CULVERTS, 30'; COST TO RESET PIPE	1	\$1,500	L SUM	\$1,500	Addition of 8 LF to existing pipe culvert
END SECTIONS, 30"	2	\$1,000	EACH	\$2,000	Two end sections at existing culvert
12" RCP STORM SEWER	62	\$50	LF	\$3,100	Adding pipe for swale at terminal of project.
STRUCTURES	4	\$3,000	EACH	\$12,000	Swale drainage @ winser crest subdivision
PROCESSING LIME MODIFIED SOIL, 12"	5,800	\$7	SY	\$39,200	1173 LF 27' & 606 LF 20'-wide roadway section with 1'-wide shoulders includes parking
AGGREGATE BASE COURSE, 6"	5,800	\$10	SY	\$58,000	1173 LF 27' & 606 LF 20'-wide roadway section with 1'-wide shoulders includes parking
HMA PAVEMENT, 6"-THICK ROAD	1,740	\$90	TON	\$156,600	6"-thick asphalt includes parking pads
MILL & OVERLAY	180	\$30	SY	\$5,400	Beginning of project. Area pulled from CAD
6' HMA WIDENING	80	\$50	SY	\$4,500	Beginning of project. Area pulled from CAD
PARKING BLOCKS	12	\$200	EACH	\$2,400	12 parking blocks total
PVMT MARKING & SIGNAGE	1	\$1,500	L SUM	\$1,500	Assume 3 signs
MSD - 5 ROCK BLANKET	58	\$75	SY	\$4,200	Pulled from Cad areas
MSD - 7 WEATHERED LIMESTONE REVETMENT	20	\$100	SY	\$2,000	Pulled from Cad. 7 pads @ 25 sq ft each
EROSION CONTROL	1	\$15,000	L SUM	\$15,000	0.5 acres of erosion blanket and 2160 LF silt fence
GATE ADJUSTMENT	1	\$2,000	L SUM	\$2,000	At beginning of project.
REMOVE STOP SIGNS	1	\$200	L SUM	\$200	At end of project
REMOVE STRUCTURE AND PIPE	1	\$500	L SUM	\$500	At end of project
TREE PROTECTION LAYOUT	1	\$10,000	L SUM	\$10,000	
MOBILIZATION			L SUM	\$22,850	5% of the contract value
			SUBTOTAL	\$469,000	
ALT BID G-1: ROADWAY WITH TRAIL					
PROCESSING CEMENT MODIFIED SOIL, 12"	750	\$8	SY	\$4,500	606 LF 10'-wide section with 0.5'-wide shoulders
AGGREGATE BASE COURSE, 6"	750	\$10	SY	\$7,500	606 LF 10'-wide section with 0.5'-wide shoulders
HMA PAVEMENT, 3"-THICK TRAIL	120	\$90	TON	\$10,800	3"-thick asphalt
CONCRETE CURB RAMP WITH DETECTABLE	1	\$2,000	L SUM	\$2,000	
SHARE THE ROAD SIGN	1	\$1,000	EACH	\$1,000	2 signs, one bicycle and one shared the road
			SUBTOTAL	\$25,800	
CONSTRUCTION COST (2015)				\$495,000	Rounded
Construction Contingency				\$25,000	About 5% of construction for miscellaneous items.
TOTAL CONSTRUCTION COST				\$520,000	
Construction Testing				\$26,000	Construction Documentation (5%)
PROJECT COST				\$546,000	
UTILITIES					
WATER LINE RELOCATION	1		L SUM	\$90,000	24" main. Approximately 125' long
TOTAL PROJECT COST				\$636,000	

GENERAL NOTES

UTILITIES

- UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEIR LOCATIONS MUST BE CONSIDERED TO BE APPROXIMATE ONLY. IT IS POSSIBLE THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS NOT PRESENTLY KNOWN OR KNOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THEREOF. MISSOURI LAW REQUIRES A MINIMUM 48-HOUR NOTICE TO ALL UTILITY COMPANIES BEFORE DIGGING. FIELD LOCATIONS OF UNDERGROUND FACILITIES MAY BE OBTAINED BY CALLING THE ONE-CALL SYSTEM IN MISSOURI AT 1-800-847-7433 AND PROVIDING 48 HOURS ADVANCE NOTICE. NON-JULIE MEMBERS MUST BE NOTICED INDIVIDUALLY. AGENCIES KNOWN TO HAVE FACILITIES WITHIN THE PROJECT LIMITS ARE LISTED BELOW.
- ANY FACILITIES OR APPURTENANCES WHICH ARE THE PROPERTY OF ANY PUBLIC UTILITY LOCATED WITHIN THE LIMITS OF CONSTRUCTION SHALL BE RELOCATED OR ADJUSTED BY THEIR RESPECTIVE OWNERS. THE CONTRACTOR SHALL NOTIFY AND COOPERATE WITH THE OWNERS OF ANY SUCH FACILITY IN THEIR REMOVAL AND REARRANGEMENT OPERATIONS IN ORDER THAT THESE OPERATIONS AND THE CONSTRUCTION OF THIS PROJECT MAY PROCEED IN A REASONABLE MANNER. ALL ROADSIDE OBJECTS (UTILITY POLES, FIRE HYDRANTS, SIGNS, ETC.) SHALL BE RELOCATED TO PROVIDE A MINIMUM OF 15 FEET CLEARANCE, MEASURED FROM THE FACE OF CURB TO THE NEAREST EDGE OF THE OBJECT.
- THE FOLLOWING UTILITY COMPANIES MAY HAVE FACILITIES LOCATED WITHIN THE LIMITS OF CONSTRUCTION WHICH MAY REQUIRE ADJUSTMENT, RELOCATION OR REMOVAL. ALL AGENCY MEMBERS OF MISSOURI ONE CALL, UNLESS NOTED OTHERWISE.

MISSOURI STATE ST. LOUIS SEWER DISTRICT
220 MARKET STREET
ST. LOUIS, MO. 63103
314-784-6200

MISSOURI AMERICAN WATER COMPANY
121 CALHOUN ROAD
ST. LOUIS, MO. 63114
314-994-2380

LANIER GAS COMPANY
600 GRAND AVE
ST. LOUIS, MO. 63104
314-622-2297

AMT
438 NORTH THIRD STREET
ST. CHARLES, MO. 63101
636-944-1313

CHRYSLER COMMERCIAL BANK
4115 QUINCY COLLEGE BLVD
WYCHSTER, MO. 63077
636-262-0211

AMERICAN
12111 DORSEY ROAD
MARYLAND HEIGHTS, MO. 63043
P.O. BOX 66119, VC 637
314-944-8601

THIS UTILITY INFORMATION REPRESENTS THE BEST INFORMATION AVAILABLE TO THE LOCAL AGENCY AND IS ONLY INCLUDED FOR THE CONVENIENCE OF THE BIDDER. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACTOR HAS TAKEN THE FOREGOING INTO CONSIDERATION IN PREPARING HIS BID, AND NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR ANY DELAYS OR INCONVENIENCE CAUSED BY SAME.

GENERAL CONSTRUCTION

- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD PRIOR TO ORDERING MATERIALS AND COMMENCING CONSTRUCTION.
- IN CASE OF CONFLICT BETWEEN THE CONSTRUCTION PLANS AND THE RIGHT OF WAY PLANS, THE RIGHT OF WAY PLANS SHALL TAKE PRECEDENCE IN MATTERS CONCERNING RIGHT OF WAY AND EASEMENTS. THE CONSTRUCTION PLANS SHALL TAKE PRECEDENCE IN MATTERS CONCERNING CONSTRUCTION ITEMS.
- THE CONTRACTOR SHALL STAGE ALL WORK IN SUCH A WAY AS TO MAINTAIN ACCESS AND EGRESS TO ALL ADJUTING PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
- THE CONTRACTOR SHALL CONFINE ALL OPERATIONS TO THE CONSTRUCTION LIMITS LINE SHOWN ON THE PLANS. ANY AREA DISTURBED BEYOND THESE LIMITS SHALL BE RESTORED TO ITS ORIGINAL CONDITION AT THE CONTRACTOR'S EXPENSE.
- THE CONTRACTOR SHALL FERTILIZE, SEED AND MULCH OR SOO AS SHOWN ON PLANS ALL EARTH SURFACES DISTURBED BY CONSTRUCTION. FERTILIZER, SEEDING AND MULCH OR SOO WITHIN THE CONSTRUCTION LIMITS WILL BE PAID FOR AS PROVIDED IN THE CONTRACT. FERTILIZER, SEEDING AND MULCH OUTSIDE THESE LIMITS WILL NOT BE MEASURED FOR PAYMENT.
- WHERE TREE REMOVAL CONFLICTS WITH EXISTING UNDERGROUND UTILITIES, THE CONTRACTOR SHALL CUT THE TREES OFF AT THE GROUND LINE AND CROWN THE STUMP AS DIRECTED BY THE ENGINEER. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT LUMP SUM PRICE.
- ALL EXISTING ROADWAY FEATURES INCLUDING, BUT NOT LIMITED TO, PAVEMENT, CURB, SIDEWALK, DRIVEWAY PAVEMENT, DRIVEWAYS, HEADWALLS, BURNUP, FENCING, RETAINING WALLS, WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE REMOVED BY THE CONTRACTOR UNLESS NOTED OTHERWISE ON THE PLANS. ALL FEATURES WHICH ARE TO BE REMOVED AND FOR WHICH THERE IS NO SPECIFIC CALLOUT, WILL NOT BE MEASURED SEPARATELY FOR PAYMENT AND THE COST OF THIS REMOVAL WORK SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT LUMP SUM PRICE FOR THE VARIOUS REMOVAL ITEMS INCLUDED IN THE CONTRACT.

- ALL TRAFFIC SIGNS WHICH INTERFERE WITH CONSTRUCTION OPERATIONS SHALL BE REMOVED AND ERRECTED AT TEMPORARY LOCATIONS AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD. AS SOON AS CONSTRUCTION OPERATIONS WILL ALLOW, ALL SIGNS SHALL BE PERMANENTLY RELOCATED AS DIRECTED BY THE ENGINEER AT NO ADDITIONAL COST.
- ANY UNDESIRABLE MATERIAL ENCOUNTERED DURING CONSTRUCTION SHALL BE REMOVED BY THE GENERAL CONTRACTOR AND REPLACED WITH SUITABLE MATERIAL AS APPROVED BY THE ENGINEER. THE COST TO REMOVE AND REPLACE UNDESIRABLE MATERIAL WILL BE CONSIDERED AN UNFORSEEN CONDITION AND WILL BE PAID FOR AS AN AGREED PRICE OR ON A TIME AND MATERIAL BASIS.
- FULL DEPTH SAW CUTTING ON ALL EDGES FOR REMOVAL ITEMS SHALL BE INCLUDED IN THE COST FOR REMOVAL OF IMPROVEMENTS.
- PROVIDE THE NECESSARY SIGNS AND BARRICADES WHILE WORKING THROUGHOUT THE CONSTRUCTION PERIOD INCLUDING PLACING BARRICADES AT THE PROJECT ENTRANCE TO PREVENT PUBLIC ENTRY. ALL MATERIAL, FILES, EQUIPMENT, OPEN EXCAVATIONS OR OTHER OBSTRUCTIONS OR HAZARDS TO MOTORISTS OR PEDESTRIANS SHALL BE ENCLOSED BY FENCES OR PROTECTED BY BARRICADES.

PAVING

- THE CONTRACTOR SHALL NOTE THE LOCATION OF ALL MANHOLE AND VALVE COVER FRAMES AND LIDS LOCATED WITHIN RESURFACING LIMITS. APPROPRIATE CARE SHALL BE TAKEN TO PROTECT THESE ITEMS DURING MILLING OPERATIONS.

DRAINAGE

- CURBVERT SLOPES SHOWN ON THE PLANS HAVE BEEN CALCULATED TO THE END OF THE FLARED END. THE STORM SEWER SLOPES SHOWN ON THE PLANS ARE THE PERCENT GRADE FROM CENTER TO CENTER OF STRUCTURE. THE LENGTH OF STORM SEWERS SHOWN ON THE PLANS IS THE DISTANCE FROM CENTER TO CENTER OF STRUCTURE.
- ALL DRAINAGE STRUCTURES CONSTRUCTED, ADJUSTED OR RECONSTRUCTED UNDER THE CONTRACT, SHALL BE CLEANED OF ANY ACCUMULATION OF SILT, DEBRIS OR FOREIGN MATTER AT THE END OF EACH WORKING DAY AND AT THE TIME OF FINAL INSPECTION. THE COST OF THIS WORK WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE CONSIDERED AS INCLUDED IN THE CONTRACT FOR THE VARIOUS DRAINAGE STRUCTURE ITEMS INCLUDED.

PAVEMENT MARKING

- THE PAVEMENT MARKING LOCATIONS SHOWN IN THE PLANS ARE APPROXIMATE. PROPOSED CHURVONS AND SOLID CENTERLINE STRIPING SHALL BE ADJUSTED AS DIRECTED BY THE ENGINEER, IF NECESSARY, TO MATCH FIELD CONDITIONS.

APPROXIMATE SYMBOLS & ABBREVIATIONS

- THE FOLLOWING SYMBOLS AND ABBREVIATIONS ARE USED THROUGHOUT THE PLANS:
- | | |
|--|---|
| AD | ALLEGED GRADE DIFFERENCE IN GRADE |
| BVCE | BEGINNING OF VERTICAL CURVE ELEVATION |
| EO | ENDING OF VERTICAL CURVE STATION |
| BY OTHERS (USED IN CONJUNCTION WITH TBA & TBR) | |
| CONSTR | CONSTRUCTION |
| CP | CONTROL POINT |
| ESMT | ESSENTIAL |
| ELEV | ELEVATION |
| EVCE | END OF VERTICAL CURVE ELEVATION |
| FVCS | FLARED END SECTION |
| LES | LENGTH OF VERTICAL CURVE PER PERCENT GRADE DIFFERENCE |
| M | MATCH EXISTING |
| ME | MATCH EXISTING |
| PIP | POINT OF INTERSECTION |
| PIV | POINT OF VERTICAL INTERSECTION |
| PVC | POLYVINYL CHLORIDE PIPE |
| TCE | TEMPORARY CONSTRUCTION EASEMENT |
| TUP | TEMPORARY USE PERMIT |
| TBA | TO BE ADJUSTED |
| TBR | TO BE RELOCATED |
| TYP | TYPICAL |
| W | WIDTH |

COMMITMENTS

NONE AT THIS TIME

DATE ASSOCIATES

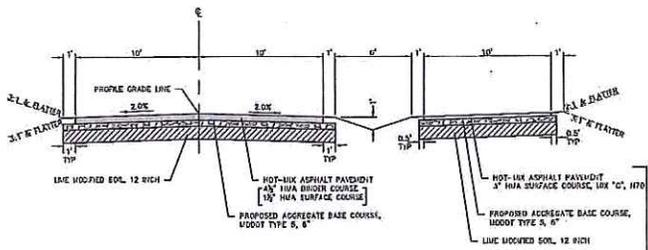
DATE ASSOCIATES
Engineering & Architecture
www.dateassociates.com

DESIGNED BY	TYLER HOFFMAN	CHECKED BY	
DRAWN BY		REVIEWED BY	
DISCRED BY		REVISION	
PLAT DATE	2018-08-18	DATE	2018-09-07

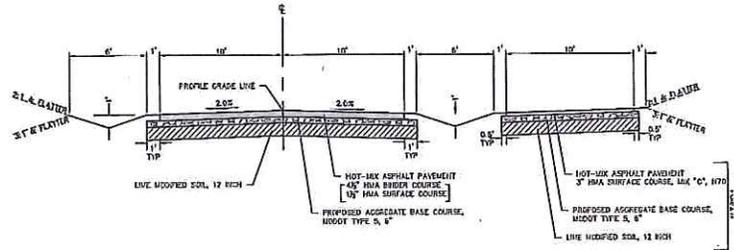
The City of
ST. LOUIS, MISSOURI
PLANNING & DEVELOPMENT DEPARTMENT

WILDWOOD COMMUNITY PARK - PHASE 2
GENERAL NOTES, AGREEMENTS, & COMMITMENTS

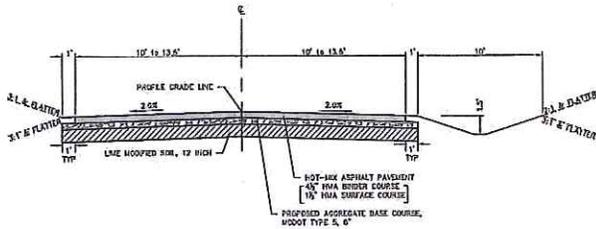
SCALE	1" = 20'-0"	SHEET	1 OF 1	COUNTY	ST. LOUIS	TOTAL SHEETS	1 OF 1
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PROPOSED POND GROVER LOOP ROAD
STA. 28+50 TO STA. 30+50
1/8" SCALE



PROPOSED POND GROVER LOOP ROAD
STA. 30+50 TO STA. 32+50
1/8" SCALE



PROPOSED POND GROVER LOOP ROAD
STA. 144+77 TO STA. 26+50
1/8" SCALE

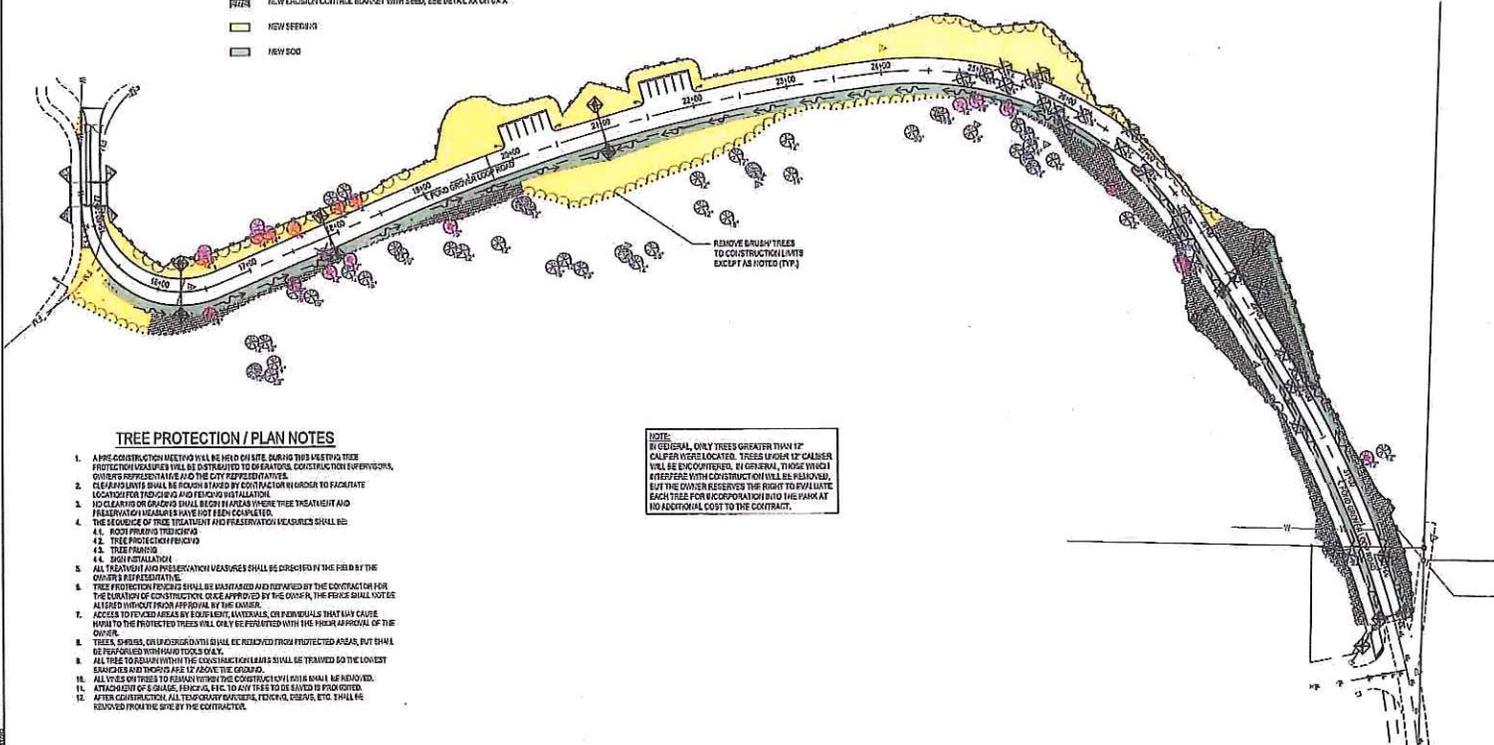
CURVE TABLE

POND GROVER LOOP ROAD									
CURVE #	PL STA	A	T	R	L	PL STA	PL STA	PC STA	PT STA
TOLLY	110+00	110+400	110+00	110+00	110+00	110+00	110+00	110+00	110+00
POULY	120+00	120+250	120+00	120+00	120+00	120+00	120+00	120+00	120+00
TOLLY	130+00	130+100	130+00	130+00	130+00	130+00	130+00	130+00	130+00
TOLLY	130+00	130+400	130+00	130+00	130+00	130+00	130+00	130+00	130+00

<p>DARTER ASSOCIATES Engineers & Architects www.darterassociates.com MISSOURI LICENSE NO. 10110110</p>	USER NAME = TYLER HOFFMAN	DESIGNED =	REVISED =	<p>the City of WILDWOOD MISSOURI PLANNING DEPARTMENT</p>	<p>WILDWOOD COMMUNITY PARK - PHASE 2 TYPICAL SECTIONS</p>	P.A. =	SECTION =	COUNTY =	TOTAL SHEETS =		
	PLOT SCALE = 1" = 1'	DRAWN =	REVISION =			SHEET NO. 1 OF 1 SHEETS	STA. TOTAL	SECTION	COUNTY	TOTAL SHEETS	
	PLOT DATE = 2018-08-18	CHECKED =	REVISION =			SCALE	SHEET NO.	STA.	SECTION	COUNTY	TOTAL SHEETS
		DATE =	REVISION =								

REMOVAL AND EROSION CONTROL LEGEND

-  EXISTING TREE, TO BE PROTECTED
-  EXISTING TREE, TO BE REMOVED
-  PROPOSED TREE / BRUSH LINE
-  NEW PERIMETER EROSION BARRIER, SEE DETAIL XX ON CXX
-  NEW PIPE PROTECTORS, SEE DETAIL XX ON CXX
-  NEW EROSION CONTROL BLANKET WITH SEED, SEE DETAIL XX ON CXX
-  NEW SEEDING
-  NEW SOIL



TREE PROTECTION / PLAN NOTES

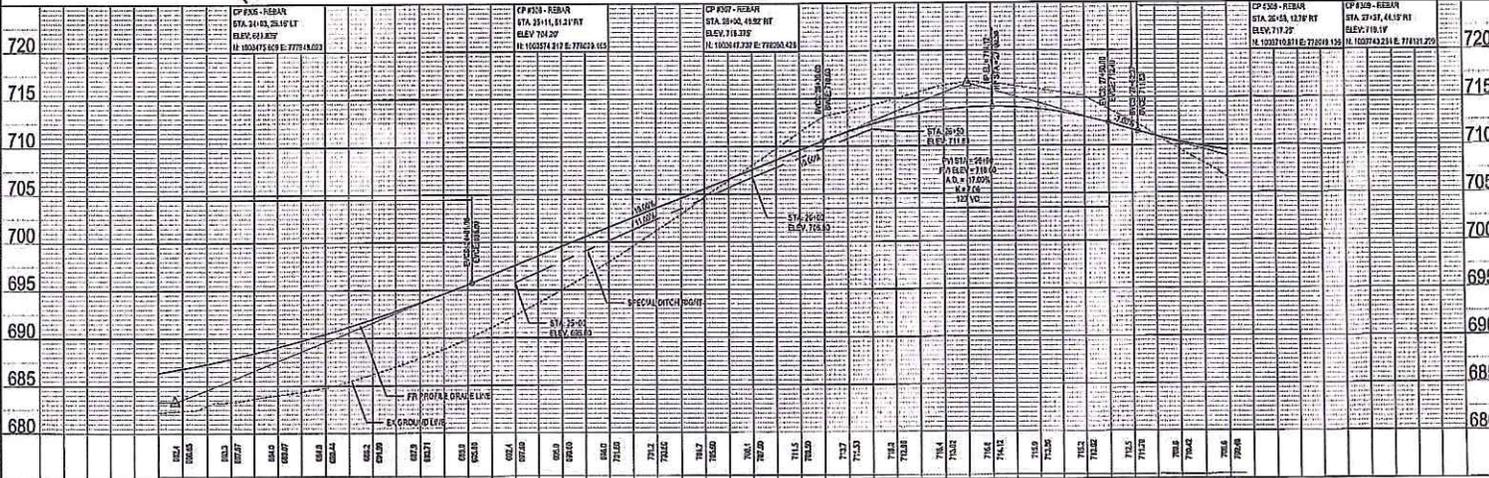
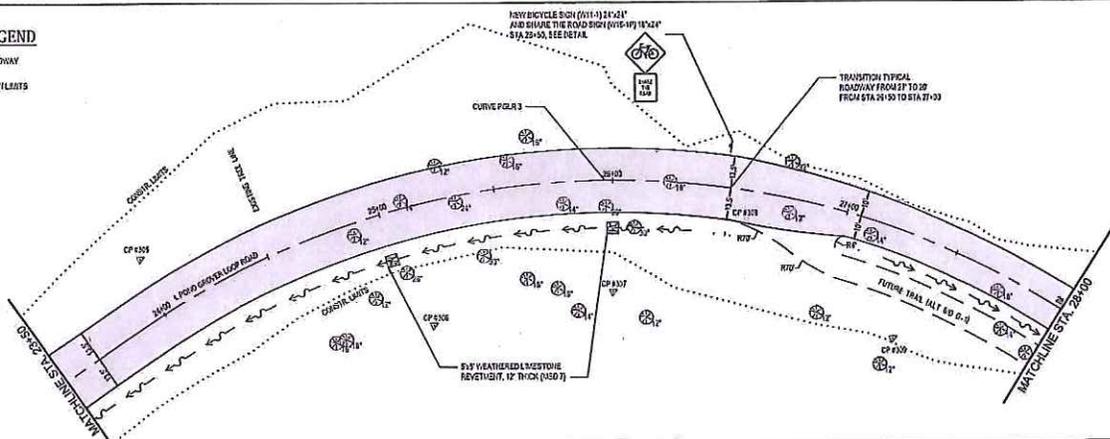
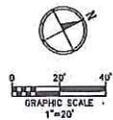
1. A PRE CONSTRUCTION MEETING WILL BE HELD ON SITE DURING THIS MEETING TREE PROTECTION MEASURES WILL BE DISTRIBUTED TO OPERATORS, CONSTRUCTION SUPERVISORS, OWNER'S REPRESENTATIVE AND THE CITY REPRESENTATIVE.
2. CLEARANCES SHALL BE FURNISHED BY CONTRACTOR (EXCERPT TO FACILITATE LOCATION FOR TRENCHING AND FIELD CURB INSTALLATION).
3. NO CLEARING OR GRADING SHALL BE DONE IN AREAS WHERE TREE TREATMENT AND PRESERVATION MEASURES HAVE NOT BEEN COMPLETED.
4. THE SEQUENCE OF TREE TREATMENT AND PRESERVATION MEASURES SHALL BE:
 - 4.1. ROOT PRUNING/TRENCHING
 - 4.2. TREE PROTECTIVE FENCING
 - 4.3. TREE BRUSHING
 - 4.4. SIGN INSTALLATION
5. ALL TREATMENT AND PRESERVATION MEASURES SHALL BE DROPPED BY THE OWNER'S REPRESENTATIVE.
6. TREE PROTECTION FENCING SHALL BE MAINTAINED AND REPAIRED BY THE CONTRACTOR FOR THE DURATION OF CONSTRUCTION. Once approved by the owner, the fence shall NOT BE ALTERED WITHOUT PRIOR APPROVAL BY THE OWNER.
7. ACCESS TO PROTECTED AREAS BY EMBANKMENT, LADDERING, OR BY INDIVIDUALS THAT MAY CAUSE HARM TO THE PROTECTED TREES WILL ONLY BE PERMITTED WITH THE PRIOR APPROVAL OF THE OWNER.
8. TREES, BRUSH, OR LIMBS/BRANCHES WILL BE REMOVED FROM PROTECTED AREAS, BUT SHALL BE REPAIRED WITH HAND TOOLS ONLY.
9. ALL TREES TO REMAIN WITHIN THE CONSTRUCTION LIMITS SHALL BE TREATED TO THE LOWEST BRANCHES AND THOSE ARE 12' ABOVE THE GROUND.
10. ALL TREES OR TREES TO REMAIN WITHIN THE CONSTRUCTION LIMITS SHALL BE MARKED.
11. ATTACHMENT OF E-GALVANIZED FENCING TO TREES SHALL BE DONE AS FOLLOWS:
12. AFTER CONSTRUCTION, ALL TEMPORARY BARRIERS, FENCING, SIGNS, ETC. SHALL BE REMOVED FROM THE SITE BY THE CONTRACTOR.

NOTE:
 IN GENERAL, ONLY TREES GREATER THAN 12" CALIPER WERE LOCATED. TREES UNDER 12" CALIPER WILL BE ENCOUNTERED. IN GENERAL, THOSE WHICH INTERFERE WITH CONSTRUCTION WILL BE REMOVED, BUT THE OWNER RESERVES THE RIGHT TO PAULIATE SUCH TREES FOR A CONSTRUCTION BUDGET THAT HAS NO ADDITIONAL COST TO THE CONTRACT.

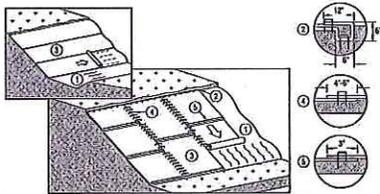
 DATES ASSOCIATES ENGINEERS & ARCHITECTS www.datesassociates.com MISSOURI DESIGN PROFESSIONAL REG. NO. 100184	SHEET NAME: TYLER HARRMAN	DESIGNED: _____ DRAWN: _____ CHECKED: _____ DATE: 08/14/21	REVISED: _____ REVISED: _____ REVISED: _____ REVISED: _____	 WILDWOOD MISSOURI PLANNING FOR A BETTER TODAY	WILDWOOD COMMUNITY PARK - PHASE 2 REMOVAL AND EROSION CONTROL SHEET	SCALE: SHEET NO. 1 OF 1 SHEETS	STA. TO STA.	COUNTY: ST. LOUIS	TOTAL SHEETS: 16
	PLOT SCALE: 1" = 1' PLOT DATE: _____	DATE: 08/14/21	SHEET NO. 1 OF 1 SHEETS			COUNTY: ST. LOUIS	TOTAL SHEETS: 16		

PLAN SHEET LEGEND

- NEW/RECON ROADWAY
- CONSTRUCTION LIMITS

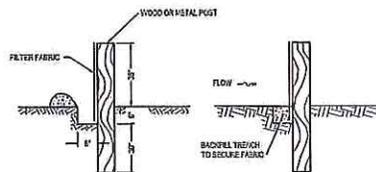


	USER NAME = TYLER HUFFMAN	DESIGNED =	REVISED =		WILDWOOD COMMUNITY PARK - PHASE 2 PLAN & PROFILE SHEETS	SHEET 20 OF 4 SHEETS STA. 24+00 TO STA. 28+00
	PLOT SCALE = 1" = 4'	CHECKED =	REVISED =			
	PLT DATE = 2015-06-18	DATE = 2015-09-23	REVISED =			

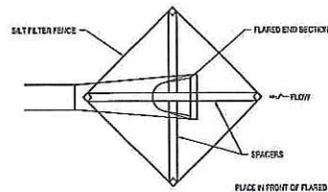


1. PREPARE FINISHED GRADE BEFORE INSTALLING BLANKETS, INCLUDING APPLICATION OF LIME, FERTILIZER, AND SEED ACCORDING TO THE SPECIFICATIONS.
 2. UNROLL THE BLANKET IN A 6" DEEP BY 6" WIDE TRENCH AT THE TOP OF THE SLOPE WITH A ROW OF LANDSCAPE STAPLES AT 12" SPACING IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. REEL THE SOIL AND FOLD THE REMAINING 12" LONG BLANKET REMAINT BACK OVER SEED AND TOP SOIL. UNROLL THE BLANKET OVER COVERED TOP SOIL WITH A ROW OF LANDSCAPE STAPLES SPACED AT 12" SPACING ACROSS THE BLANKET AT THE TOP OF THE SLOPE.
 3. ROLL THE BLANKETS DOWN (OPTION A) OR HORIZONTALLY (OPTION B) ACROSS THE SLOPE. UNROLL BLANKETS WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. SECURELY FASTEN BLANKETS TO SOIL BY PLACING LANDSCAPE STAPLES PER MANUFACTURER'S RECOMMENDATION.
 4. STAPLE THE EDGES OF PARALLEL BLANKETS WITH A MINIMUM 6" OVERLAP OR PER MANUFACTURER'S RECOMMENDATIONS.
 5. SPACE BLANKETS END OVER END WITH A 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA AT 12" SPACING ACROSS ENTIRE BLANKET WIDTH OR PER MANUFACTURER'S SPECIFICATIONS.
 6. TRANSVERSE ENDS SHALL BE ANCHORED WITH A ROW OF LANDSCAPE STAPLES SPACED BY APART IN A 6" DEEP BY 6" WIDE TRENCH. BACKFILL, COMPACT, AND REEL THE TRENCH WITH TOPSOIL AFTER STAPLING.
- NOTES:**
1. PLACE STAPLES PER MANUFACTURER'S RECOMMENDATION FOR THE APPROPRIATE SLOPE BEING APPLIED.
 2. IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.
 3. FOLLOW SPECIFICATIONS FOR PRODUCT SELECTION.

EROSION CONTROL BLANKETS FOR SLOPES
(NOT TO SCALE)



SILT FILTER FENCE AS A PERIMETER EROSION BARRIER
(NOT TO SCALE)



PIPE PROTECTION
(NOT TO SCALE)

SEE PLAN - EROSION CONTROL DETAILS

DATES ASSOCIATES
Engineering & Architecture
www.datesassociates.com
LMS/ALP/DESIGN/PROJECTS/102-001105

OWNER NAME = TYLER HOFFMAN
PROJECT SCALE = 1"=1'
PLANT DATE = 2/15/25-18

DESIGNED -
CHECKED -
DATE = 2/15/25 (2)

REVISED -
REVISED -
REVISED -

The City of
FLORISSBURG
F L O R I D A

WILDWOOD COMMUNITY PARK - PHASE 2
CONSTRUCTION DETAILS

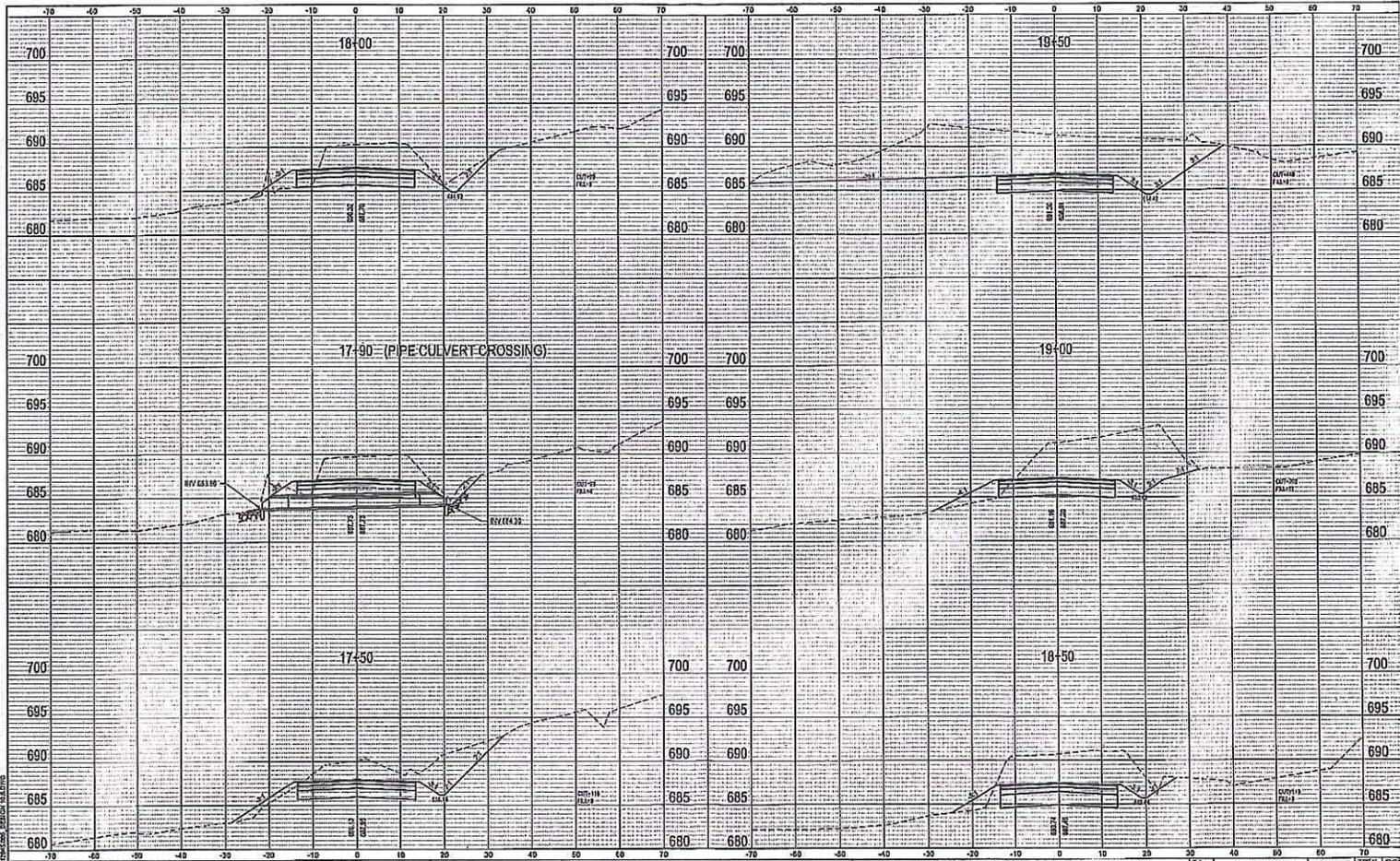
TA	SECTION	COUNTY	TOTAL SHEETS
		ST. LOUIS	12
			11

SCALE: SHEET NO. 3 OF 4 SHEETS STA. TO STA.

10110211

PROPERTY
OWNER
ADDRESS
CITY

PROPERTY
OWNER
ADDRESS
CITY



DATES ASSOCIATES
Engineering & Architecture
www.datesassociates.com
MISSOURI DESIGN FIRM LICENSE NO. 00011

DESIGNED - TLO	DRAWN - TDR	REVIEWED -
CHECKED - TLO	DATE - 2019-07-08	REVISED -

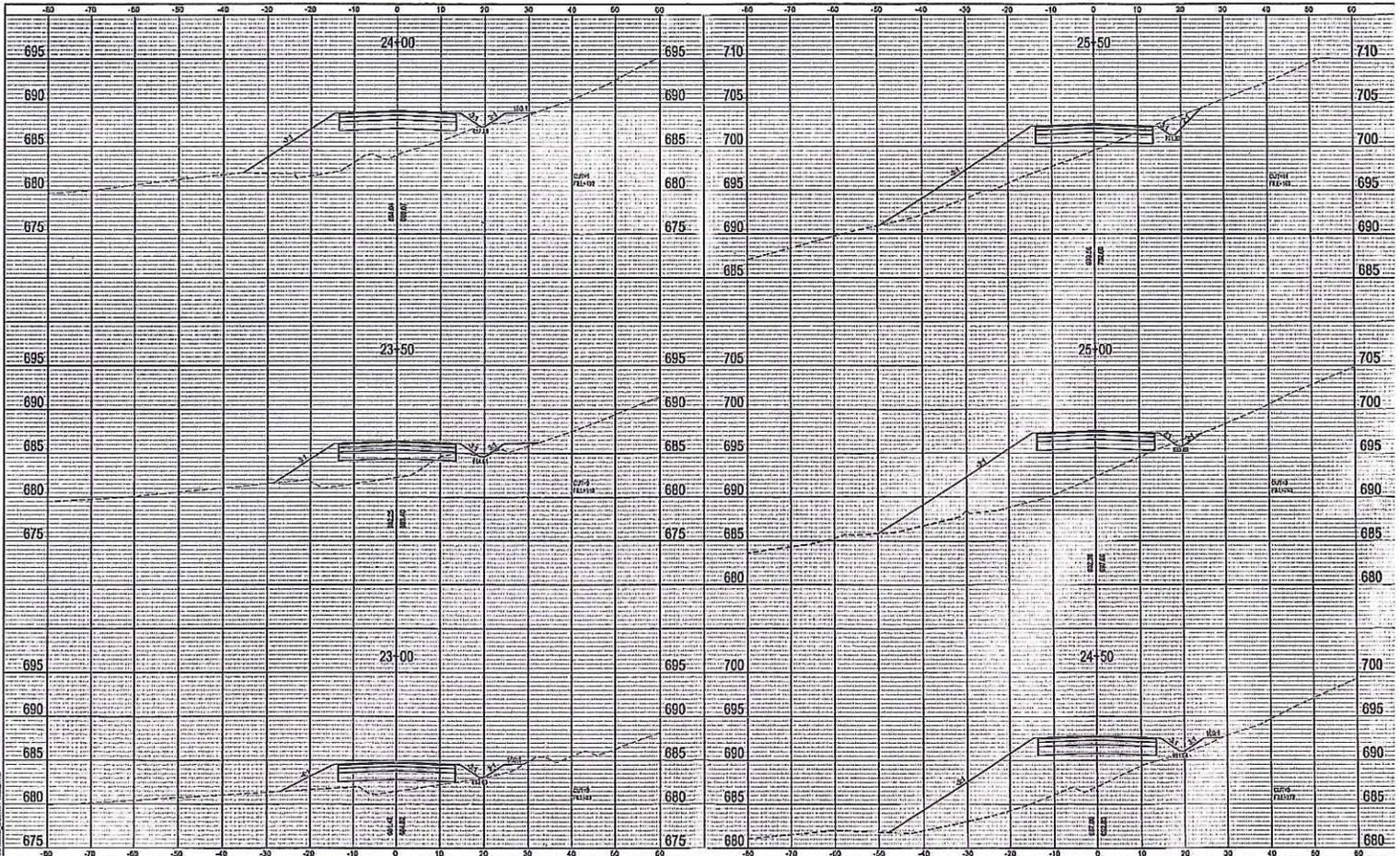
The City of
PLANNING AND ZONING BOARD
PLANNING FOR A BETTER TOMORROW

WILDWOOD COMMUNITY PARK - PHASE 2
CROSS SECTIONS
SCALE: SHEET NO. 3 OF 7 SHEETS STA. 0+00 TO STA. 11+00

SECTION	COUNTY	TOTAL SHEETS
ST. 0+00	ST. 10+00	11

DATE: 05/16/06
 DRAWN BY: TYLER MURPHY
 CHECKED BY: TIG
 REVISIONS:

DATE: 05/16/06
 DRAWN BY: TYLER MURPHY
 CHECKED BY: TIG
 REVISIONS:



DATES ASSOCIATES
 Engineering & Architecture
 www.datesassociates.com

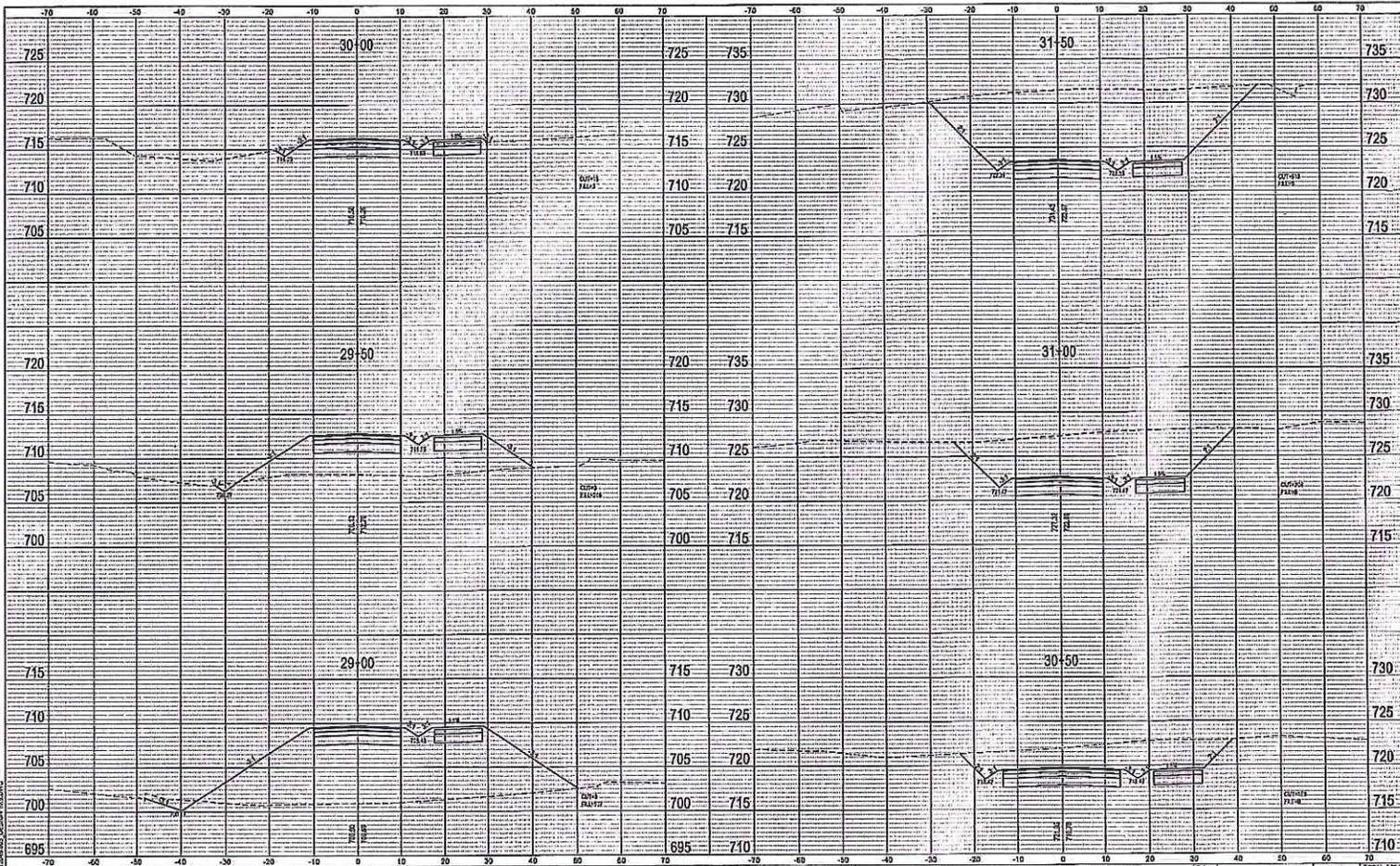
DESIGNED BY	TYLER MURPHY	DESIGNED - TIG	REVIEWED -
DRAWN BY	TYLER MURPHY	CHECKED - TIG	REVIEWED -
DATE	05/16/06	DATE	05/16/06



WILDWOOD COMMUNITY PARK - PHASE 2
 CROSS SECTIONS

SCALE: 1" = 20' HORIZ. 1" = 4' VERT.
 STA. 23+00 TO STA. 24+50

SECTION	COUNTY	TOTAL AREA (SQ. FT.)	TOTAL VOL. (CU. YD.)
SECTION 1	ST. LOUIS	19	0



DATE: 11/15/18
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT: WILDWOOD COMMUNITY PARK - PHASE 2

DATE: 11/15/18
 DRAWN BY: J. H. HARRIS
 CHECKED BY: J. H. HARRIS
 PROJECT: WILDWOOD COMMUNITY PARK - PHASE 2

DAVIS ASSOCIATES
 Engineering & Architecture
 www.davisassociates.com
 MISSOURI DESIGN FIRM LICENSE NO. 00164

USER NAME = TYLEX/HARRIS	DESIGNED = TLG	REVISION =
PROJECT = 11C	DRAWN = TH	REVISION =
PLAT SCALE = 8" = 1'	CHECKED = TLG	REVISION =
PLAT DATE =	DATE = 11/15/18	REVISION =

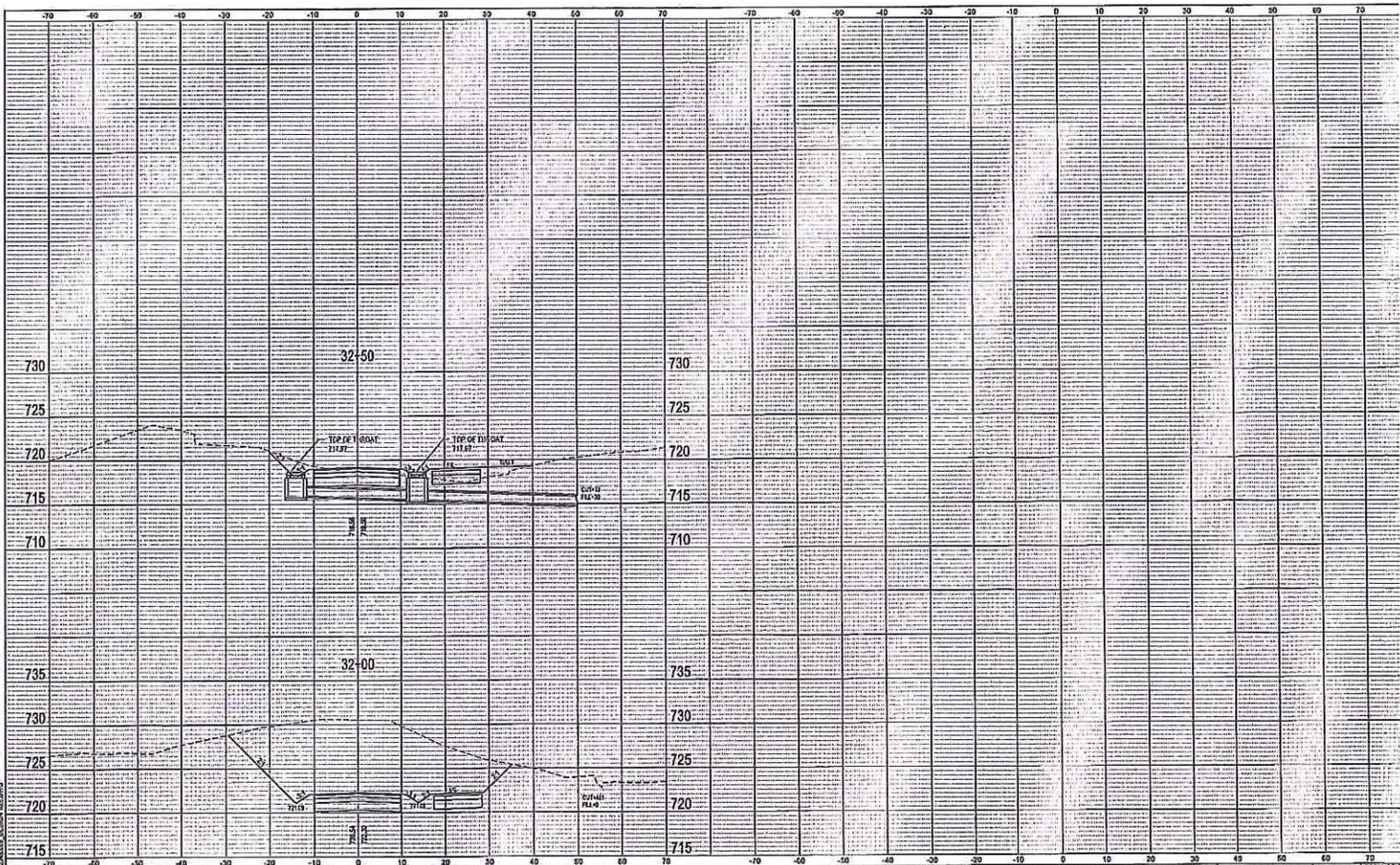
The City of
CLATSOP COUNTY, OREGON
 CLASSIFIED TOWN OF W. T. O. P. A.

WILDWOOD COMMUNITY PARK - PHASE 2
 CROSS SECTIONS
 SCALE: SECTION 1 OF 2 - STA. 21+0 TO STA. 31+0

SECTION	COUNTY	TOTAL SHEETS
1	ST. LOUIS	1

SURVEY
 DATE: 11/11/10
 BY: J. H. HARRIS
 PROJECT: WILDWOOD COMMUNITY PARK

SURVEY
 DATE: 11/11/10
 BY: J. H. HARRIS
 PROJECT: WILDWOOD COMMUNITY PARK



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DESIGNER - TJS
 DRAWN - TCH
 CHECKED - TJS
 DATE - 10/14/10

DESIGNED - TJS
 DRAWN - TCH
 CHECKED - TJS
 DATE - 10/14/10

REVIEWED -
 REVISIONS -
 REVISIONS -



WILDWOOD COMMUNITY PARK - PHASE 2
 CROSS SECTIONS
 SCALE: 1" = 20'-0" (VERTICAL) 1" = 40'-0" (HORIZONTAL)
 SHEET NO. TOP TO BOTTOM STA. 22+00 TO STA. 22+10

P.A. NO.	SECTION	COUNTY	TOTAL SHEETS
		ST. LOUIS	11



January 26, 2016

MEMORANDUM

To: The Planning/Economic Development/Parks Committee

From: Department of Planning and Parks

Re: **Financial Accounting from Pond Athletic Association (PAA) (Ward – One)**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., Director of Public Works
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks

Committee Members:

As part of its approved budget for the current 2016 Fiscal Year, the City Council is again providing financial support to the Pond Athletic Association (PAA). The City has set aside ten thousand (\$10,000.00) dollars this year to offset the fees for the training league that, without this funding, would be paid by Wildwood residents. A condition of this contribution is an accounting report be provided from PAA of this program and how this funding was limited to Wildwood residents in the previous year.

The Association provided the following summary of the activities associated with their 2015 Spring/Summer Baseball and Softball Leagues:

- 651 boys and girls, ages 4-14, played at Pond Athletic Association in 2015.
- Approximately 62% listed an address as Wildwood (448 kids) (season playing fee for those kids varied by age group, but averaged about \$90.00 per child).

The training league fees, which is the age-group subsidized by the City, are substantially lower than the older age groups. In the upcoming Spring/Summer 2016 Season, the training league fee is \$35.00 per child (4-5U), while the older players pay either \$90.00 (6-7U) or \$145.00 (8-14U), depending upon their age. The City's financial support is, again, intended to be limited to Wildwood residents registering their children for the training league. The Department attempted to determine, from the information provided by PAA, which children were registered for the training league, but the information provided was not detailed enough to allow for this calculation to be completed.

At this point, the Department would like to request additional information from PAA prior to the City providing them the budgeted money for 2016. The additional information the Department is seeking includes the following:

1. Of the 651 children who played in the Spring/Summer 2015 Season, which of them were registered in the training league.
2. A breakdown of the fees paid by parents of these children to ensure the funds are being provided to Wildwood families, as required.
3. Further information on how the credit is provided to these families, i.e. – a discount at registration; a refund to fees; a uniform compensation; etc.

Once additional information is provided to the City, the Department would complete its review and update the Committee with an accurate accounting of the money provided by it to PAA. Once the accounting has been analyzed, and the level of the City's support determined to Wildwood residents only, the Department would then support the budgeted money for 2016 be provided to PAA.

If any Committee Members should have any questions or comments in this regard, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this item.



WILDWOOD

**City of Wildwood
Council Planning/Economic Development/Parks Committee**

Parks and Recreation Update for Mid-November 2015 to Mid-January 2016

January 26, 2016

| MEMORANDUM |

| To: Council Planning/Economic Development/Parks Committee Members |
| From: Department of Planning and Parks |
| cc: The Honorable Timothy Woerther, Mayor; Administration/Public Works Committee
Members; Rob Golterman, City Attorney;
Ryan S. Thomas, P.E., City Administrator |

| Re: Parks and Recreation - Action Plan Update |

Listed below is a summary of the efforts the City has completed/underway relative to implementing the goals and recommendations for parks and recreation that were set forth in the Citizens Committee for Park Progress' Action Plan. This summary reflects major items that have been the focus of the City, since the Committee's November 2015 meeting:

Early Childhood Recreation Program:

- The last Early Childhood Recreation Program of 2015, *The Little Gym*, was held on November 18 and 19, 2015.
- Two (2) classes were conducted each day at 10:00 a.m. and 1:00 p.m., with twenty-five (25) children scheduled in each class.
- This vendor, *The Little Gym*, was used for the first time by the City and it proved very successful.

Baby Sitting 101 Class:

- The last class program of 2015, *Baby Sitting 101*, was held on December 29, 2015, at Wildwood City Hall.
- The class was held between the hours of 9:00 a.m. and 1:00 p.m. and was filled to maximum capacity (26 participants)

Art Festival Planning Committee Meeting:

- The Art Festival Planning Committee met on December 2, 2015, and January 6, 2016, at Wildwood City Hall.
- Major issues relative to the 2015 event were discussed for suggestions to consider for the 2016 Art Festival.
- The Committee was advised the Zapplication Process utilized in 2015 was renewed for 2016.
- The planning process for the 2016 Art Festival has begun in very positive fashion.

Founders' Day Planning Committee:

- The first meeting of the Founders' Day Planning Committee was held on January 11, 2016, at Wildwood City Hall.
- The 2015 Celebrate Wildwood Event (Founder's Day portion) was discussed at length, with numerous suggestions being made to improve the 2016 Celebrate Wildwood Weekend.

2016 City of Wildwood Calendar Contest:

- The 2016 City of Wildwood Calendar has been delivered to Wildwood residents. Many received their copies before the Thanksgiving Holiday.

City of Wildwood and Terrain Runners Club Film Presentation:

- The last film presentation of 2015, presented by the City of Wildwood and the Terrain Runners Club, in partnership with the B & B Theater, was held on December 4, 2015.
- The film *This is Your Day* was presented to a sold-out crowd
- 2016 film presentations are planned to begin in March.

City of Wildwood Recreation Specialist Position:

- Interviews were conducted for the position of Recreation Specialist on December 8, 9, and 10, 2015.
- From the fifty (50) plus applications received, six (6) candidates were selected for interviews.
- Amanda Horstmann was selected from a very qualified list of candidates and began her position as Recreation Specialist on January 4, 2016.

Wildwood Frozen Feet Half Marathon:

- The Sixth (6th) Annual Wildwood Frozen Feet Half Marathon Trail Run was held on January 23, 2016.
- The event reached its maximum capacity of three hundred (300) participants at the beginning of December.
- Despite the trail damage of the 2015 flooding, cooperation between the Department of Natural Resources, Missouri State Parks, and the City of Wildwood resulted in getting the trails *useable* for the 2016 running event.

Next City Events:

- Early Childhood Program – *Babaloo*, February 10 & 11, 2016.
- *Cabin Fever Hike*, February 27, 2016

If you should have any questions or comments in this regard, please feel free to contact the Department of Planning and Parks at (636) 458-0440. Thank you for your review of this information and continued support of these and other events and activities of the City.