City of Wildwood
Council Planning/Economic Development/Parks Committee
Agenda for the
Tuesday, February 23, 2016 Meeting
6:30 P.M. - 8:30 P.M.
City Hall Community Room ~ 16860 Main Street

Nine (9) 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 January 26, 2016

III. Public Comment

IV. Planning Issues

a. Ready For Action – One (1) Items

1. Master Plan Update Process - 2016 (Wards – All)

Documents: MASTER PLAN UPDATE PROCESS - 2016.PDF

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)

V. Economic Development Issues

a. Ready For Action – No Items

b. Not Ready For Action – No Items

VI. Parks Issues

a. Ready For Action – Seven (7) Items

1. Dog Park Entry Management System (Wards – All)

2. Wet Weather Trail Policy (Wards - All)

Documents: WET WEATHER TRAIL POLICY.PDF

3. Phase I Of Community Park – Electrical Installation (Ward – One)

4. Phase II Of Community Park - Construction Management Contract With Oates Associates (Wards - All)

Documents: PHASE 2 - COMMUNITY PARK CONSTRUCTION MANAGEMENT.PDF

5. City Event Partnership Agreements (2) – July 4th Car Show - Tack Swap Meet (Wards - All)

Documents: CITY EVENT PARTNERSHIP AGREEMENTS - 2.PDF

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

Documents: ON-GOING AND LONG-TERM MAINTENANCE COSTS.PDF

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

Documents: UPDATE ON PARKS AND REC-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

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

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

2. Community Park – Phase One Additions – Swings (Wards – All)

3. Kohn Park Project Opportunity (Ward – One)

4. Use Of Public Property For Bee Hives (Wards One And Eight)

5. Woodcliff Heights Neighborhood Park (Ward Two)

6. Park And Stormwater Sales Tax (Wards – All)

7. Tree Art In Community Park – (Wards – All)

8. Fund Raising, Donations, And Volunteer Participation Activities In Community Park (Wards – All)

VII. Other/Additional Public Comment

VIII. 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.

WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: **Master Plan Update Process - 2016 (Wards – All)**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks

The Department has been working with the Master Plan Advisory Committee (MPAC) on the required ten (10) year update of the City's Master Plan. This work began in January 2015 and the Committee has meet continuously since its first session then, sometimes having a meeting almost every two (2) weeks during this period of time. The Committee has almost completed its effort, with no more than two (2) remaining meetings planned over the next four (4) weeks. The next scheduled meeting is set for February 24, 2016, where the final draft of the plan is to be reviewed for a second time by the members.

The Committee has reviewed the five (5) basic elements of the plan and the land use component as well. Along with this effort, the Committee has also added a new sixth element to the plan, which focuses on economic development. This new element reflects a major initiative of the City Council, which has been discussing this matter for several years. This element led to a number of discussions and the review of many resources, including the "draft" Houseal Lavigne Report.

Major items that have been identified to date by the Committee for retention or addition to the plan include the following:

1. The physical environment of Wildwood remains a priority for the next ten (10) years, particularly continuing to manage development and its incumbent stormwater runoff.
2. The planning of Town Center Area remains a priority and development within its boundaries needs to adhere to its high standards and guidelines.
3. The community services provided by the City should remain a mix of City officials, managing private service contracts.
4. The transportation network of streets and roadways needs to maintain a high level of safety and function, but not alter the rural character of Wildwood.
5. The open space and recreation efforts of the City need to focus on trails and their connection to the abundant of parkland within the community.
6. The economic development efforts of the City should be led by the City Council and follow the plan that is to be adopted by it during 2016.
7. The land use component changes little and retains the four (4) major categories first established in 1995. The BP/Amoco Facility and the Brown Properties are the recipients of two (2) recommended text changes to the land use element. These changes, as recommended by the advisory committee, would allow for the

potential of beer and wine sales at the BP/Amoco Facility and Mr. Brown's six (6) acre tract of land to have its possible residential density increased to no greater than 1.75 units per acre.

Again, the Committee is close to completing its task, which will allow for the updated plan to be forwarded to the Planning and Zoning Commission to conduct its process, which starts with a required public hearing, tentatively scheduled for March 7, 2016. Thereafter, at least two (2) actions are required of the Planning and Zoning Commission on the updated plan, before its Letter of Recommendation would be forwarded to the City Council for its consideration and action. The City Council will probably receive this matter in early April.

If any of the Committee members should have questions or comments in this regard or need additional information on this matter, please feel free to contact the Department of Planning at (636) 458-0440. A presentation is planned on this matter at tonight's meeting. Thank you for your input on the same.

WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: City Policy for Wet Weather Trail Use

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

INTRODUCTION

The City of Wildwood has two (2) facilities where natural surface trails have been constructed by a group of dedicated volunteers, including off-road cyclists (GORC – Gateway Off-Road Cyclists), AmeriCorps volunteers, and others now leased to the City of Wildwood. St. Louis County personnel, have led the trail development efforts for these two (2) referenced facilities. The trail development truly represents a great partnership of interested parties to develop facilities for all users throughout the St. Louis Region.

These trails are located in Rock Hollow and Bluff View Park, but do not connect. Such connection is to be constructed this spring and will offer many miles of fun and enjoyment for a range of users, including walkers, runners, and cyclists, as well as equestrians. These trails are not typical of the City's other paved surface facilities, which have been developed along many of its major roadways, rather a natural surface type, meaning the soil and rock that exists in place is shaped, with the trees, vegetation, and rocks removed to allow for their construction, but nothing else is completed upon them. These trails required less money to construct, but also need more care in terms of maintenance, given they are more susceptible to heavy use and weather effects. Therefore, these trails offer a completely different experience for users and require special care on the part of the City and its partners in their development, use, and on-going upkeep.

This circumstance has led to the need for the City to consider a Wet Weather Policy for the system of natural surface trails located upon Wildwood properties. Wet Weather Policies are used by a

number of communities across the United States, including St. Charles County and, to a degree, St. Louis County. Again, these policies are intended to protect the trail from undue damage, while protecting the users of them, as well as the environment, which benefits from less erosion and degradation of the waterways in the vicinity of them. These policies are based upon an honor system of enforcement; acknowledging the City cannot be at all locations to address the application of the policy.

CONSIDERATIONS

The Department is suggesting the development of a Wet Weather Policy that would include the needed items to address the safety of users, the protection of the environment, and the preservation of the trail, which reduces the needed resources to repair them, if no policy were in place. This policy, if supported by the Committee and then the City Council, would be based upon an honor system. Not all users will adhere to the policy, but, in other jurisdictions, compliance is generally good.

POLICY RECOMMENDATION

The Department is recommending the following components identified below become the City of Wildwood's Wet Weather Policy:

1. With an inch of measurable precipitation, the trail network would be closed for a minimum of twenty-four (24) hours thereafter. For each additional inch of precipitation, the trail would remain closed for another twenty-four (24) hour period of time, i.e. 2 inches of precipitation – 48 hours, 3 inches of precipitation – 72 hours, etc.
2. *The City's Wet Weather Policy regarding trail use is applicable year-round, with particular focus during spring and fall seasons.*
3. The determination of trail closures relative to this policy will also be based upon field inspections, whenever possible, by City staff. *Otherwise, if no field inspection is completed, the described precipitation, timeframes, and on-site conditions will be used for the purposes of protecting the trail from undue damage.*
4. The City will use *a combination of private consultants and* the National Weather Service's Station at Spirit of St. Louis Airport (KSUS) to gauge the extent of rainfall relative to its decision to close the trail to use. *The use of private consultants is intended to refine precipitation amounts to the highest level of accuracy to the specific trail locations*.
5. The City will place information pertaining to all trail closures on its website, Facebook, and Twitter accounts, along with posting the park entry areas, when capable of such.
6. The closures will be applied to all users.
7. The notice of the opening of the trail, after a weather-related closure, will be placed on the City's website, Facebook, and Twitter accounts.
8. The enforcement of this policy can be undertaken by the City's Code Enforcement staff, St. Louis County Police Department officers, and St. Louis County Park Rangers, with penalties *set forth in Chapter 100.140 General Penalty of the City of Wildwood Municipal Code.*

The application of this policy is intended to protect users from injuries associated with poor trail conditions, while also preserving the condition of the trails as well. Ancillary benefits to this policy's implementation should include a reduction in the use of the trails during and after inclement weather, which lessens the tendency for their widening by users avoiding wet, rutted areas, thereby preserving vegetation in these same areas, which stabilizes slopes from erosion. These benefits are cited often in other wet weather trail policy discussions.

REQUESTED ACTION

Given the associated benefits with the adoption of such a policy, which is necessary here in Wildwood, due to soil and slope conditions in the City, along with weather extremes, the Department is requesting the Committee endorse this proposed Wet Weather Trail Policy referenced above, understanding that enforcement will be primarily by the honor system among users. It is also important for the Department to note that such a policy will result in negative comments from most user groups, particularly when faced with less time on these popular trails. However, the Department also believes that exceptions can be entertained for special events and other considerations, so as activities that may have been in the planning stages for weeks or months can be addressed and conditions monitored closely to the benefit of all parties.

INFORMATION

The Department will provide more background on this matter at tonight's meeting. If any of the Committee Members should have questions or comments before tonight's meeting about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation is planned on this matter at tonight's meeting. Thank you for your review of this information and participation in tonight's discussion.

WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: **Community Park – Phase 2 Construction Management Proposal for Connection to Pond-Grover Loop Road**

Cc: The Honorable Timothy Woerther, Mayor
Administration/Public Works Committee Members
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Gary Crews, Superintendent of Parks and Recreation

The Department of Planning and Parks introduced the concept of the Phase 2 component for the community park project at a January 2015 meeting of this Committee. In this initial presentation, the Department noted that Phase 2 of the community park project was probably more a Phase IA, given it would expand on the improvements that had been started in Phase I. Specifically, these complementary improvements from the Phase I portion of the project, which would be expanded upon in this Phase 1A effort, include the access roadway, bridge, and trail system. Conversely, the major improvements of Phase I of the park project are the all-inclusive playground, the pavilion, and the dog park.

As part of the Phase I project, the access roadway was constructed with a connection to State Route 100 and ends at the bridge crossing at Bonhomme Creek, where the stockpiling of the fill material from these improvements was authorized, since this material would be needed for the future roadway extension to the Pond-Grover Loop Road. This excess of fill material had been anticipated by the Project Engineer and City staff, from the inception of the project and had been planned to be placed at the entry area into the park, along State Route 100, and some hauled off-site, but these plans were changed when it became clear that material could be used for the future roadway extension. The Department's position was not to pay for needed fill or to haul it back to the site at some point in the future. However, the stockpiling of this material is not attractive, nor adds to the function of the park.

These circumstances led the Department to seek the authorization to engage Oates Associates to provide a proposal to design the roadway, trail, and other improvements from the Bonhomme Creek Bridge to make a connection to the northeast to Pond-Grover Loop Road. This proposal was at a cost of forty-three thousand eight hundred dollars ($43,800.00) and was planned to address this design over the remainder of 2015, with bidding planned on the approved engineering plans and bid specifications before the end of the year. The Committee agreed to proceed with the development of these plans and specifications and the City Council concurred, when it received the members' recommendation report in this regard. The required work began shortly after the ordinance's adoption by City Council on March 23, 2015.

The plans and specifications were completed by Oates Associates and then reviewed by the Departments of Public Works and Planning for additions, corrections, and other necessary revisions. Thereafter, the preliminary set of plans and specifications was presented to the Planning/Economic Development/Parks Committee for its consideration and action on September 22, 2015. With a favorable review by the Committee at that time, the plans were then forwarded to the City Council for receipt and filing on September 29, 2015.

With the approval of the engineered plans and bid specifications by the Committee and City Council, the project was advertised for bids in November 2015, with a planned opening in December of the same year. Information regarding this bidding process was provided to the City Council in January 2016, which endorsed proceeding forward with a contract for the selected bidder, which was also supported by the Planning/Economic Development/Parks Committee members at its January 26, 2016 meeting. The wining bid was from Gershenson Construction, the general contractor associated with Phase I of the community park project. The ordinance approving this contract was acted upon by City Council on February 8, 2016.

With the contract and contractor now ready to begin the project next month, the Department is seeking assistance to ensure the project's design, engineering, costs, and quality goals are met. This assistance would be in the form of a construction management contract with Oates Associates. Oates Associates has certainly proved its worth during Phase I of the community park project and knows the site extremely well, after more than five (5) years participating with the City on different planning and construction projects therein. This firm's ability to understand this project and the needs of the City would appear to be the best approach for Wildwood to undertake at this time.

To this end, Oates Associates has provided a proposal that amends the previous contract noted above and adds another six thousand five hundred dollars ($6,500.00) to it. For this amount, Oates Associates will oversee the project from inception to completion. The Department believes having a consultant on the site assisting the City during the construction of the engineered improvements is incumbent to its success. Therefore, the Department is seeking a favorable recommendation to amend the existing contract with Oates Associates for the design and engineering services for Phase 2 of the community park project to include construction management efforts on the same. Overall the total contract amount would be raised to fifty thousand three hundred dollars ($50,300.00) for both the past and current components of this project. Between grant funding for

this project from the St. Louis County Municipal Park Grant Commission and Capital Improvement Program Budget for 2016 of the City of Wildwood, this additional cost can be covered.

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

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November 9, 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 Grover Loop Road Extension
Modification 1

Dear Mr. Vujnich:

This letter will serve to modify our Agreement dated March 24, 2015 for the above reference project (hereinafter referred to as the Original Agreement), and authorizes additional engineering services and costs associated with changes in the scope of work. The additional services that have been requested are necessary to prepare a set of bid documents and provide bid assistance for the solicitation of a new general construction contract.

Originally, the Pond Grover Loop Road Extension was to be constructed as a change order to the general contract for the Phase 1 Community Park. Since US Fish and Wildlife will not permit tree removal until after November to minimize disturbance to a potential Indiana bat habitat, and the Phase 1 General Contract will be completed by that time, a separate set of sealed construction documents is required to publicly bid and administer the project to a new set of general contractors. Tasks associated with preparing a new set of construction documents include updating paving specifications and preparing a current set of front end documents. Tasks associated with bidding include answering questions during the bid period, opening bids, and recommending award to the lowest responsible bidder. Additional tasks associated with construction administration include administering a preconstruction meeting, holding bi-weekly progress meetings for a new contract, and performing a final walk-thru. We have also applied for environmental sign-offs that will apply to a new general contractor including MDNR land disturbance permits and coordinating tree clearing with US Fish and Wildlife for Indiana bat clearance.

The additional services will be provided under the terms and conditions of the Original Agreement. Billings for these services are estimated at $6,500, which will increase the Basic Compensation from $43,800 to $50,300.

Unless a more formal agreement is required, please sign and return one copy of this letter to document this change to the Original Agreement.

Sincerely,
OATES ASSOCIATES, INC.

Thom L Cissell

Tom Cissell, PE
Project Manager

Accepted this_____ day of _____, 2015.

By: _____

Title: _____

BILL #2099 **ORDINANCE #2099**

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 23 day of MARCH, 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.**

700 OK 4/2/15 / JN 4-7-15

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.

OATES ASSOCIATES, INC.
Consultant

By _____
TOM CISSELL, PE

Title project manager

City of Wildwood

By _____

Title Mayor

ATTEST:

_____

DATE: 4-10-15

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.

JZC 4/2/15
JN 4-7-15

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

may be reasonably satisfactory to the City. The City and such additional persons and entities as may be deemed to have an exposure to liability as a result of the performance of the Consultant's Work, as determined by the City, shall be named as additional insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT B

OATES ASSOCIATES
Engineering + Architecture

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

Tom Cissell, PE, LEED AP
Project Manager

Accepted this_____ day of _____, 2015.

By: _____

Title: _____

EXHIBIT A

Scope of Work and Estimated Schedule

April OM 4/2/15 / W 4-7-15

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

April May

Task 2: Construction Documents (about 6-weeks starting in mid-~~February~~ and ending near the end of ~~March)~~ / W 4-7-15

- 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.

June 4/2/15 / W 4-7-15

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.

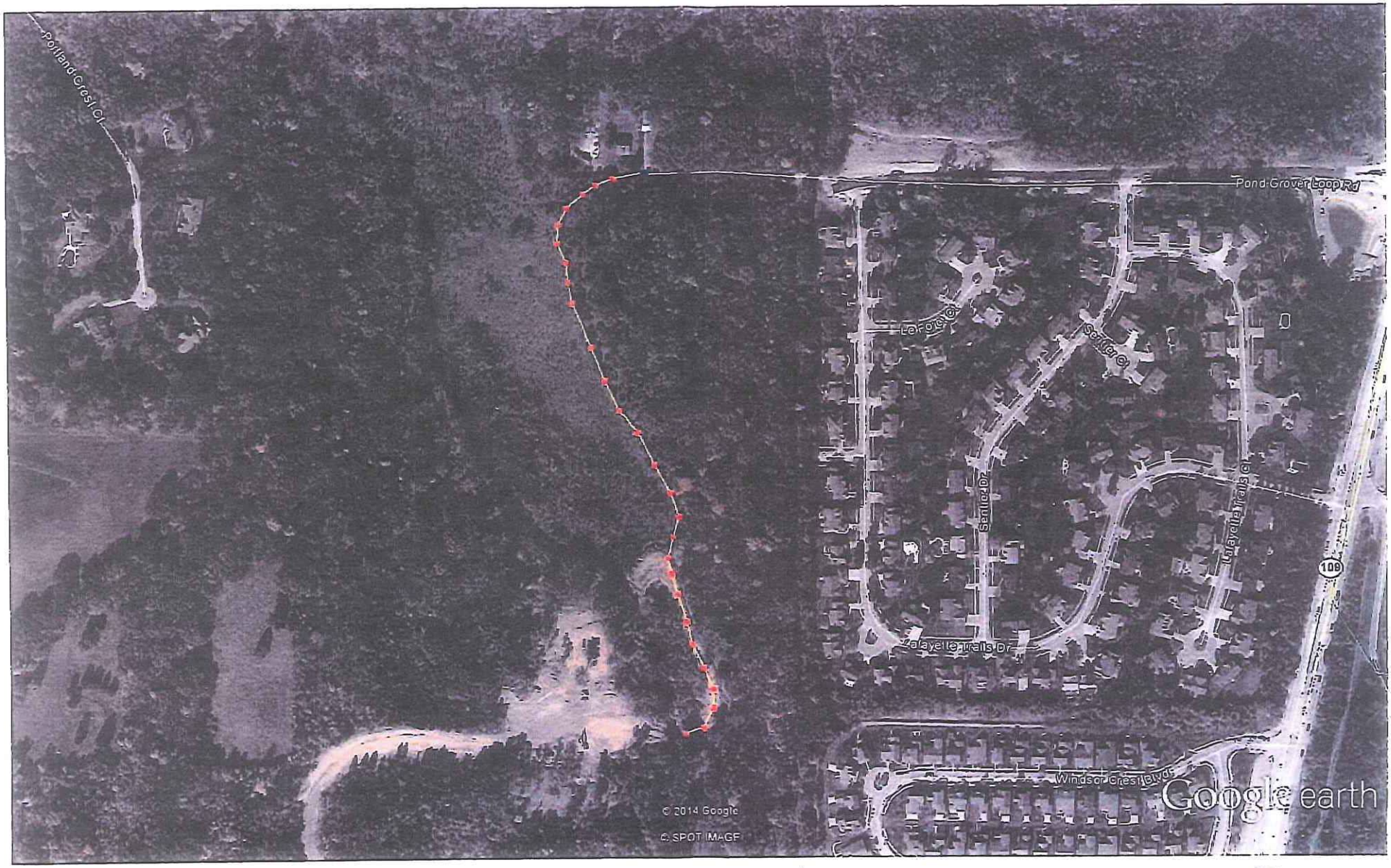
  We propose to perform the following activities as part of the site visits:

  - 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 500
km 800

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**

Phase of Work (Describe)	% of Total	Progress Payment
Task One – Field Survey	~~33~~ 20.1%	$8,800 ~~$14,454.00~~ GK 4/2/15
Task Two – Construction Documents	~~33~~ 63.9%	$28,000 ~~$14,454.00~~ GK 4/2/15
Task Three – Construction Administration	~~34~~ 16.0%	$7,000 ~~$14,892.00~~ GK 4/2/15

JN 4-7-15

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*

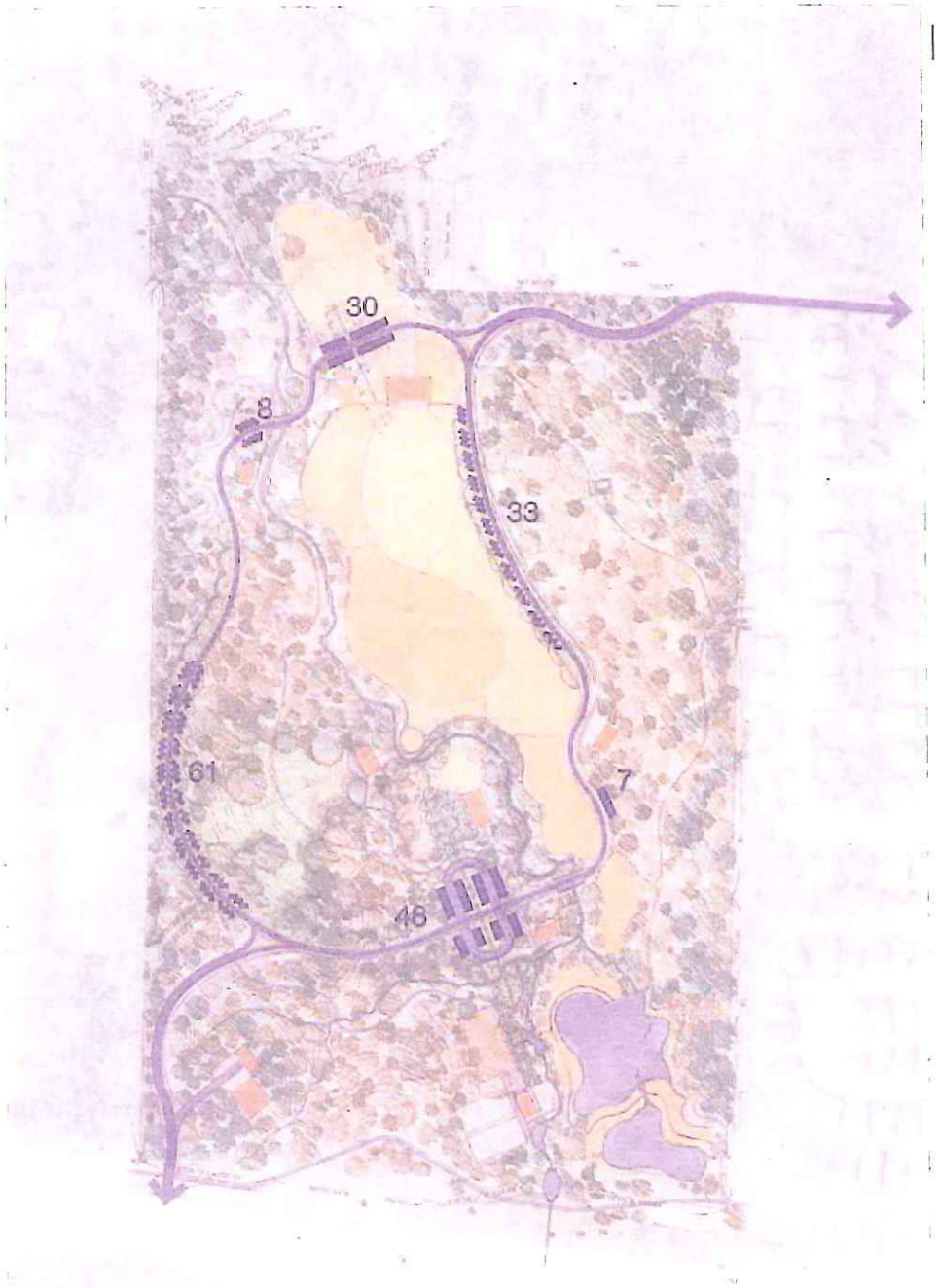
(d) Professional Liability

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

JZC 4/2/15 / W 4-7-15

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.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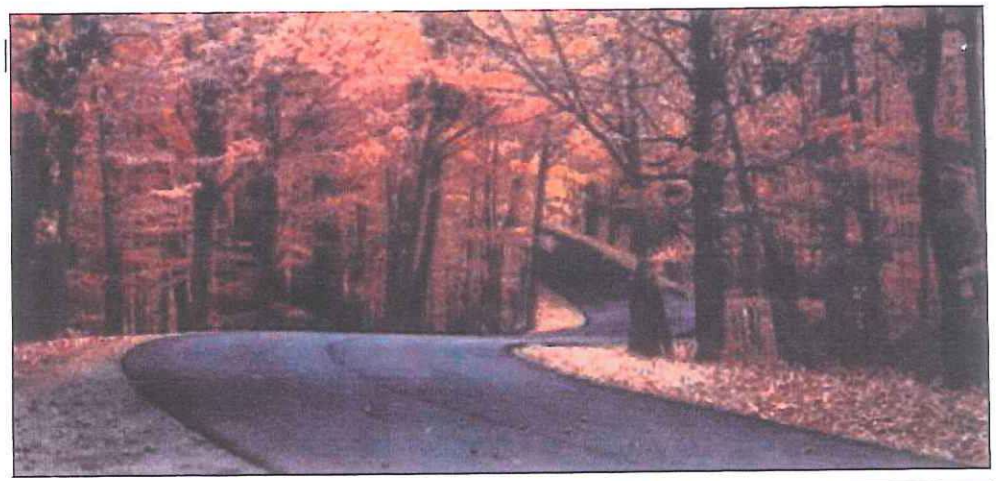

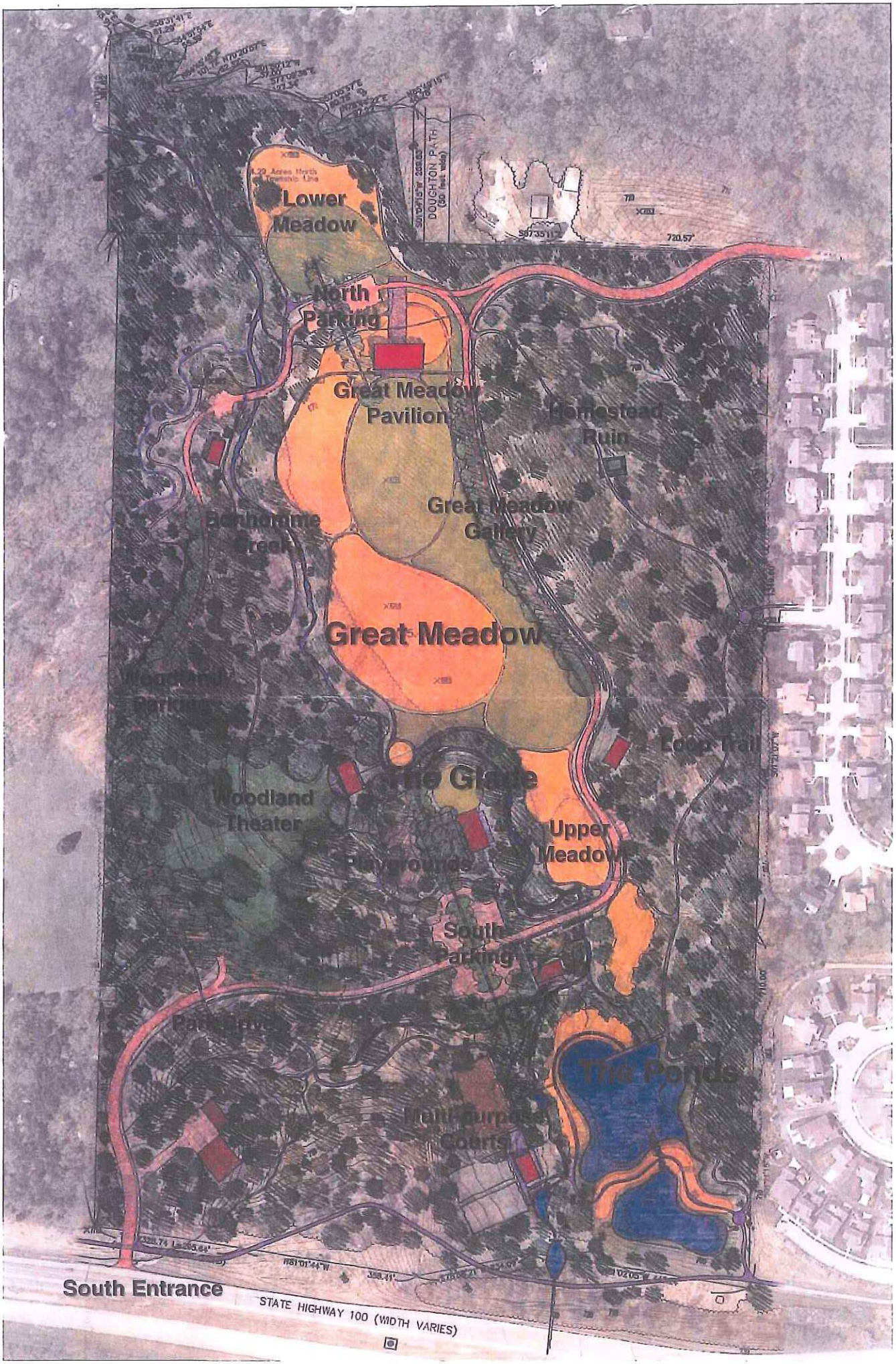
Lower Meadow
DOUCHTON PATH
North Parking
Great Meadow Pavilion
Homestead Ruin
Great Meadow Gallery
Great Meadow
Loop Trail
The Grove
Woodland Theater
Upper Meadow
South Parking
The Ponds
South Entrance
STATE HIGHWAY 100 (WIDTH VARIES)

WILDWOOD

February 24, 2015

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

Re: Community Park – Phase IA Design and Engineering Proposal for Connection to Pond-Grover Loop Road

Council Members:

The Planning/Economic Development/Parks Committee was provided a series of presentations by the Department of Planning and Parks regarding what it described as future Phase IA improvements for the community park at its January and February meetings. These presentations started with some very general information and funding options for the work and, at the February meeting of the Committee, more specific information was made available to the members for their review and discussion. Specifically, at this February meeting of the Committee, information about the major improvements that are under construction in Phase One was provided by the Department and an explanation of how Phase IA would complement them under this proposal being submitted to the members' for their consideration and recommendation.

It is important to note the awarding of the grant by the Municipal Park Grant Commission and the timing of the completion of the Phase I improvements is what led the Department to start discussing the Phase IA opportunity for the park with the Committee members. Also leading to this presentation was the successful conclusion of the State Route 109 improvements, which included the western extension of the Pond-Grover Loop Road to the park's eastern boundary. These factors accelerated the ability of the City to provide a better means of access into the park, than the current planned area on State Route 100, and the Department advised the Committee of this circumstance.

As part of the Phase I project, the access roadway was constructed from State Route 100 and to the bridge crossing at Bonhomme Creek, where the stockpiling of the fill material from these improvements was authorized, since this material would be needed for the extension of this roadway to the Pond-Grover Loop Road. This excess of fill material had been anticipated by the Project Engineer and City staff, from the inception of the project, and had been planned to be placed at the entry area into the park, along State Route 100, and some hauled off-site, but these plans were changed, when it became clear that material could be used for the aforementioned future roadway extension. The City's position was not to pay for needed fill or to haul it back to the

site at some point in the future. However, the stockpiling of this material is not attractive, nor adds to the function of the park.

These circumstances led the Department to seek the authorization to engage Oates Associates to provide a proposal to design the roadway from the Bonhomme Creek Bridge to the Pond-Grover Loop Road. This proposal was at a cost of forty-three thousand eight hundred dollars ($43,800.00) and would address this design over the next two (2) or so months. The cost of the design, and related construction, was, at the Department's error, to be provided from the Community Park Capital Improvement Program for 2015, which has a total of four hundred thousand dollars ($400,000.00) assigned to it at this time. However, that funding was placed there to match the grant application for the Phase I playground, if awarded to the City, which again was successful. Accordingly, this funding amount is not necessarily available at this time, since the grant funding process is via a reimbursement, not direct payment.

However, in discussions with the City Administrator, the Capital Improvement Program for 2015 does have an additional $444,000.00 available in it due to the successful grant application for the second pedestrian bridge by the Department of Public Works, which was budgeted at nine hundred thousand dollars ($900,000.00), when first presented to City Council and the grant funding request had not been determined. Therefore, the Department asked the Committee to proceed with the contract for the design and engineering of Phase IA improvements for the community park. If this contract were to be awarded, the excess in this line item of the budget would still be $400,200.00. This amount could then potentially be used for the construction of the roadway as well, if the City Council were to concur on such.

The Department of Planning and Parks explained to the Committee members that it was seeking the construction of these limited improvements at this time to make the planned primary access connection into the park from State Route 109, sooner than later, and remove the stockpile of fill from the site and place it at its intended location for this roadway. The roadway will improve access to the park and, in the future, provide needed parking spaces along the Great Meadow Area, since it would be converted from a two (2)-lane type to a one-way direction to accommodate the loop road design that was identified as part of the Concept Plan for the entire facility. If the design, engineering, and construction of the roadway are supported by the City Council at this time, it is the opinion of the Department the current contractor may still be on site and could be used for this construction and save a substantial sum of money due to no need for Gershenson Construction to mobilize to continue this project.

Accordingly, the Committee considered several items, which were as follows:

1. Allow the funding set aside for the second pedestrian bridge that had previously been allocated for it to be transferred to Phase IA improvements at the community park, rather than be returned to the Capital Improvements Fund at the end of this fiscal year.
2. Authorize the engagement of Oates Associates for the design and engineering of these Phase IA improvements.

3. Consider utilizing the current contractor for the work (Gershenson Construction), while on-site at this time.

The Committee considered these items and did support allocating some of the available funding to this project, so as the design and engineering necessary for the plans and bid specifications for Phase IA of improvements in the community park could proceed. The outcome of this action has multiple benefits, which include the following:

1. The improved access option will address any safety concerns with the State Route 100 location being used for primary ingress/egress to the park site, which might be voiced among users.
2. The use of the Pond-Grover Loop Road for access to the park property will provide a convenient route from the large population centers located to the east.
3. The benefits of the construction of the Pond-Grover Loop Road are multiplied by its use for access to the park property now, rather than later.
4. The construction of the roadway to make the desired connection is consistent with the Concept Plan and can be converted to provide parking in the future along the edge of the Great Meadow Area.

These benefits, in the opinion of the Committee, justified its favorable review of this contract proposal for consultant services in association with the City's community park property.

If any of the City Council members have questions or comments regarding this information and associated recommendation, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation on this matter is planned at tonight's meeting. Thank you for your consideration of this information and direction on the same.

Respectfully 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
Gary Crews, Superintendent of Parks and Recreation
Tom Cissell, P.E. Project Engineer

* 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.

WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: 2nd Annual QPEE Tack Swap and Sale and 2nd Annual St. Alban Roe Car Show by Knights of Columbus Council - **Event Partnership Agreements**

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

Representatives with the Queeny Park Equestrian Events and Knights of Columbus Council at the St. Alban Roe Parish have contacted the Department of Planning and Parks at the beginning of 2016 about a planned car show and tack swap meet and sale they would like to host in the City's Town Center Area. Specifically, the representatives identified the public plaza area and surrounding parking lot areas, just to the north of Plaza Drive, and the parking garage, for this activity. The car show and tack swap meet and sale would be the second annual events, given both were authorized by the City Council in 2015, and all proceeds from them are to be provided to a charitable organization (Fischer House) or to the not-for-profit, which hosts a major equestrian event at Queeny Park each year; one (1) of the largest in the region.

Specifically, the event details are as follows:

Categories	Details
Name	**2nd Annual QPEE Tack Swap and Sale**
Event Date	April 9, 2016 - Saturday
Event Time, including set-up and cleanup	8:00 a.m. to 5:00 p.m.
Location	Town Center Plaza Parking Lots, including the upper deck of the parking garage.
Categories	**Details**
Name	**2nd Annual St. Alban Roe KofC Car Show**
Event Date	July 3, 2016 - Sunday
Event Time, including set-up and cleanup	9:00 a.m. to 5:15 p.m.
Location	Town Center Plaza Parking Lots, and possibly including a limited number of parking spaces in the upper deck of the parking garage.

The organizers of these events were asked to complete the required Event Partnership Agreements, which are attached. In these agreements, the organizers note that they will need little or no assistance from the City in terms of any of the event's organizational aspects or service facilities. It is the intent of the Knights of Columbus Council to provide all restrooms, wash stations, food, beverages, and other items to attendees, including tents, tables, and chairs, while the Queeny Park Equestrian Events is seeking City assistance with restrooms, wash stations, power cords, and trash cans (the volunteers will empty). Additionally, the organizers also have identified the Knights of Columbus Council and the not-for-profit will be providing the required insurance certificates for the use of the public spaces of the City.

The City already has available trash receptacles the organizer can use, along with power cords. The availability of the portable restrooms and accompanying wash stations can be arranged with the City's provider of these services and would cost somewhere in the range of $230.00. This amount anticipates the provision of an accessible restroom facility, a regular type, and one (1) wash station. Given the size of the equestrian community in Wildwood and the role they play in the City in terms of land preservation and promotion of the rural environment, the Department supports this expenditure, especially from a public health standpoint.

The Department would note that, since the events are planned for a Saturday in April and a Sunday of a holiday weekend, it would not conflict with the Farmers Market on Saturday or any other event. Given the completion of the Event Partnership Agreements, the lack of conflict in the intended use dates with any other events or the facilities themselves, the benefits derived from this charitable organization and the not-for-profit, the Department is recommending the Event Partnership Agreements be supported by the Committee Members and that it authorize staff to forward such recommendations to the City Council for final consideration and action.

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

WILDWOOD

EVENT PARTNERSHIP[i] AGREEMENT

City of Wildwood, Missouri

"Planning Tomorrow Today"

This Event Partnership Agreement (Agreement) dated as of this 10 day of Feb, ~~2015~~ ~~2011~~ 2016, by and between the Queeng Park Equestrian Events (Entity) and the City of Wildwood, Missouri, a municipal corporation of the State of Missouri (City) is hereby entered into between said parties for certain services, actions, or other definable products, as set forth below.

WHEREAS, the City has developed a number of community events and other public functions that are intended to benefit the general welfare of its residents; and

WHEREAS, as the events and activities have grown in popularity, other organizations, clubs, and fraternal orders have sought partnerships with the City to add or improve them from the perspective of their current offerings, interests, and/or locations; and

WHEREAS, with the desire of City Council to encourage greater consistency in determining how these partnerships use public resources, when requested by outside entities, it has created policies for implementation in making said decisions in this regard; and

WHEREAS, before authorization can be granted by the City Council for an event partnership, the Entity must agree to comply with these policies and sign said Agreement, indicating their concurrence; and

WHEREAS, the implementation of this Agreement and related policies are intended to promote the public's health, safety, and welfare by providing safe and quality events on City-owned or leased properties in the Town Center Area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the parties agree as follows:

1. **Term of Agreement; Renewal and Termination Rights.**

The term of this Agreement shall commence on April 9th, ~~2015~~ ~~2011~~ 2016 and end on April 9th, ~~2015~~ ~~2011~~ 2016 ("Term"). This Agreement may be renewed annually at the discretion of the City. There is no expectation of or obligation to renew the Term of this Agreement and it may be terminated at any time by the City, with or without cause.

Event Name -	QPEE Tack Swap + Sale
Event Date -	April 9th, 2016
Event Time -	8am to 5pm
Event Location -	2801 Fountain Place Wildwood, MO 63040

2. **Event Date and Hours of Operations.**

The City reserves the exclusive right to approve, change, reduce, or extend the schedule and hours of operation at the Event at its sole discretion, and exclude certain hours and/or days, as the City deems necessary to provide for the public's safety.

3. **Duties and Obligations.**

The following are duties and obligations that shall be the sole responsibility of the Entity for the approved Event and shall minimally include:

a. Provide to the City an appropriate insurance policy of the Entity to insure and indemnify the City from liability associated with any aspect of the Event, within the reasonable limits allowed (required regardless of level of City participation and/or funding), that is acceptable in form to the City Attorney of the City of Wildwood; and
b. Include the City of Wildwood on all promotional publications, press releases, and other materials indicating its support of this Event, if providing financial support, staffing, or any other public resources towards it; and
c. Provide, at no charge, a venue at the Event, if the City should choose to have a tent or booth for distribution/sale of materials (required regardless of the level of City participation and/or funding); and
d. Agree to the City's right to review and participate in the decisions relating to proposals for the use of its public grounds and sponsorships to ensure each is consistent with the goals and standards of Wildwood; and
e. Coordinate the dissemination of information with the identified liaisons of the City regarding the Event to surrounding businesses; and
f. Submit an agreed upon payment to the City regarding services provided by it to the Entity in support of the Event (amount to be determined by City, based upon reasonable estimate/assessment of costs), including, but not limited to, electricity charges (at a flat rate on a per day basis to be determined, with said amount to be based upon length of event and number of venues), staff time, police services, portable toilets/wash stations, and others, as determined based upon the nature, size, scope, and length of the Event – see Section 6. of this Agreement for further details; and
g. Provide a bond, letter of credit, or cash deposit to the City, in an agreed upon amount, as determined to be acceptable by the Entity and City, for any and all repairs, replacements, restoration, or other activities necessary to be undertaken by the City to grounds, equipment, buildings, structures and/or other improvements, after the conclusion of the Event, where damage has been determined to have occurred due to the Event, and action deemed necessary. Entity shall have the right to review all items identified and appeal any decisions to the City Council of the City of Wildwood; and

4. **Duties and Obligations of City**.

The City may contribute the following items to Entity hosting or partnering in the Event with the City and shall minimally include:

a. Provide space within the Town Center Plaza, surrounding areas, or other locations to accommodate the Event; and
b. Accommodate the use of on-street parking, as well as the public parking garage located south of the Plaza site, if held in Town Center; and
c. Authorize the use of City electricity to provide power for Event activities (see Section 6 Compensation); and
d. Provide marketing and advertising of the Event, if appropriate and needed, utilizing current decision-making parameters regarding its content, associated timeframes, and availability/space in the chosen format(s), including, but not limited to, the Gazette, the City's e-mail newsletters, and the City's website; and
e. Allow for use of tables and tents (including sandbags) for Event, if needed by Entity; and
f. Provide police services, when requested or needed by the Entity (see Section 6 Compensation); and
g. Furnish portable toilets and wash stations for the Event (see Section 6 Compensation).

5. **Additional Rights Reserved by City**.

In addition to those other rights reserved herein, City also reserves the following rights relating to the Event and the use of public property by the Entity:

a. Require a Special Events Permit for use of the facility from the Department of Public Works, with costs to be determined at the time of its submittal, which would list all of the requirements for the user of the public areas, along with the expectations of the City relative to these items listed above. This permit, before approval, would also be provided to the St. Louis County Police Department – Wildwood Precinct - for review and comment; and
b. Restrict or control the availability or provision of alcohol at the Event, by City Council action, which could include an outright prohibition of its sale or distribution, the designation of an alcohol zone in the area, and/or the implementation of certain and defined accommodations utilizing generally accepted standards to address public consumption of intoxicating beverages in public venues. Determinations relating to authorizations for the sale or distribution of alcohol at an Event by the City Council shall be based upon, but not limited to, the following: type of Event, past history of the Event, police recommendation(s), time of day and length of Event, and any other determinants set forth by the City Council at that time being necessary to ensure a thorough review of associated application; and

6. **Compensation**.

Compensation for Event support to the City by the Entity may be required, at the sole discretion of the City Council, upon its review and action on this Agreement. Type, nature, and extent of compensation to the City shall be determined based upon the type of Event, its size, offerings, extent (single or multiple days), and other factors necessitating a commitment from the City, including the Police Department, City personnel, or other resources, that place a significant cost or impact onto this community. The amount of compensation, if required by the City, shall not reasonably exceed the amount necessary to compensate for its direct costs associated with its participation in or partnering with the Entity in the Event.

7. **Nature of Relationship**.

The parties intend that an independent contractor relationship is created by this Agreement. Owners, agents, representatives, principals, or any employee of the Entity are not to be considered employees or agents of City for any purposes, except as to carry out the duties contemplated hereby, nor shall he/she/they represent themselves as such.

8. **Indemnification**.

Entity shall and does hereby indemnify, defend and hold harmless the City, and City's officers, City Council members, agents, and employees from and against any and all actions, proceedings, investigations, claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs (collectively, "Claims"), that the City may incur or suffer as a result of or relating to any willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement, and for such Claims relating to the injury or death of any person or damage to any property arising from the operation of the Event and for claims arising out of the willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement.

9. **Entire Agreement**.

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding (notwithstanding checklist, of roles and responsibilities are thereby attached). Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10. **Partial Invalidity and Exceptions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway. Additionally, duties and obligations identified in this Agreement do not apply to pavilion rental requirements located within public park properties, as previously adopted by the City of Wildwood.

11. **Choice of Law.**

The rights and obligations of the parties shall be governed by, and this Agreement shall be construed, and enforced, in accordance with the internal laws of the State of Missouri.

12. **City Council Approval.**

This Agreement shall not be valid or binding on the City, until approved by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

"CITY"

CITY OF WILDWOOD

By: _____

Name: _____

Title: _____

Date: _____

"ENTITY"

By: Quarry Park Equestrian Events, Inc.

Name: R. Tom Boos

Title: President

Date: 2/16/2016

---

[i] **Partnership** – Any use of City resources, including, but not limited to, property, equipment, staffing, funding, and/or police services, by an outside entity, such as a private company, not-for-profit organization, school, or fraternal order, for the purposes of hosting, conducting, participating, or sponsoring a recreational event or community activity within the municipal limits of Wildwood.

WILDWOOD

CHECKLIST - Event Partnership Responsibilities

(Responsibilities are based upon nature of the event and identified commitments of parties)

City of Wildwood, Missouri

To be completed by Representative of Partnering Entity, Group, or Organization, with subsequent City review and concurrence. Please check those responsibilities you, as the Partner would undertake and identify others you are requesting the City to complete.

Representative's Name: Heather McKee of Queeny Park Equestrian Events

Contact Information: (636)399-7306 (Work) Same (Cell)

hlmckeemo@Charter.net (E-Mail)

467 Thunderhead Canyon Dr. Wildwood 63011 (Address)

Responsibility	City	Event Partner
Agreement		
Standard Form City Agreement	✓	✓
Agreement Tailored to Specific Event	✓	✓
Insurance		✓
Specify Financial Responsibilities		✓
Council Authorization	✓	
Budget Authorization		
Event Operations/Activities		
Planning		✓
Conducting		✓
Coordinating		✓
Scheduling		✓
Organization/Business/Charity Participants		✓
Participant Fees		✓
Event Support Staffing		
Partner Resources		✓
City Personnel	N/A	
Contract Personnel	N/A	
Volunteers		✓
Advertisement/Promotion		
Publications		✓

Responsibility	City	Event Partner
Media Contacts		✓
Organization Contacts		✓
City Resources	N/A	
Event Information/Handouts		✓
Local Business/Property Owner Relations		
Advance Communications/Information/Notice		✓
Participation Invitations		✓
Coordination		✓
Trouble-Shooting		✓
Event Sponsorships		
Solicitation		✓
Conditions		✓
Limitations		✓
Emergency Services/Security		
County Police Coordination/Assistance		
General Security		
Traffic Control		N/A
Parking Control		
Pedestrian Safety		
Event Grounds Off-Hour Security		
Emergency Medical		
First Aid		
Entertainment		
Performers		NA
Staging		NA
Sound System		NA
Accommodations/Refreshments		✓
Event Refreshments		
Food		✓
Beverages		✓
Snacks		✓
Meals		✓
Signage		
Event Identification		✓
Directional		✓
Regulatory		✓
Event Transportation		
Shuttle Busing – Off-site Parking		NA
Event Participant Transportation		NA

Responsibility	City	Event Partner
Event Grounds Maintenance		
Refuse Collection	TRASH CANS ✓ dispose bags	✓ we will bag + collect
Grounds Repair		✓
Support Vehicles		NA
Restroom/Wash Stations Facilities		
Temporary Facilities	✓	
Servicing	✓	
Site Preparation – Pre-Event	✓	✓
Site Restoration – Post-Event	✓	✓
Event Parking		
Public Attendees		✓
Participants		✓
Off-Site Parking (private property)		NA
Support Staff		✓
Officials		✓
Public/Private Parking Lot Control		✓
* **Power Supply**	✓	
Use of Existing Services	✓ Extension Cords is Possible	
Temporary Generators		N/A
Service Set-up; Take-down		✓
Permits		
City Permits	✓	✓
Health Department	NA	✓
State/Local Sales Tax	NA	
Miscellaneous Support		
Support Vehicles	NA	N/A
Materials and Supplies		✓
Ancillary Food Refreshments		✓

The undersigned party has reviewed and completed the Checklist, which must receive final approval from the City Council of the City of Wildwood, Missouri.

Organization Representative Signature and Date: R. Jon Boggs 2/16/2016

For Office Use Only:
City Official Signature and Date: _____

EVENT PARTNERSHIP[1] AGREEMENT

1st Draft Date: March 15, 2011/2nd Draft Date: April 19, 2011/3rd Draft Date: May 17, 2011/4th Draft Date: June 21, 2011/5th Draft Date: July 19, 2011

City of Wildwood, Missouri

"Planning Tomorrow Today"

This Event Partnership Agreement (Agreement) dated as of this 14TH **day of** JANUARY, ~~2011~~ 2016, **by and between the** KNIGHTS OF COLUMBUS COUNCIL #12022 **(Entity) and the City of Wildwood, Missouri, a municipal corporation of the State of Missouri (City) is hereby entered into between said parties for certain services, actions, or other definable products, as set forth below.**

WHEREAS, the City has developed a number of community events and other public functions that are intended to benefit the general welfare of its residents; and

WHEREAS, as the events and activities have grown in popularity, other organizations, clubs, and fraternal orders have sought partnerships with the City to add or improve them from the perspective of their current offerings, interests, and/or locations; and

WHEREAS, with the desire of City Council to encourage greater consistency in determining how these partnerships use public resources, when requested by outside entities, it has created policies for implementation in making said decisions in this regard; and

WHEREAS, before authorization can be granted by the City Council for an event partnership, the Entity must agree to comply with these policies and sign said Agreement, indicating their concurrence; and

WHEREAS, the implementation of this Agreement and related policies are intended to promote the public's health, safety, and welfare by providing safe and quality events on City-owned or leased properties in the Town Center Area.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements herein contained, the parties agree as follows:

1. **Term of Agreement; Renewal and Termination Rights.**

The term of this Agreement shall commence on JULY 1, ~~2011~~ 2016 and end on JULY 5, 2016, ~~2011~~ ("Term"). This Agreement may be renewed annually at the discretion of the City. There is no expectation of or obligation to renew the Term of this Agreement and it may be terminated at any time by the City, with or without cause.

Event Name -	2ND ANNUAL ST. ALBAN ROE KofC CAR SHOW
Event Date -	JULY 3, 2016
Event Time -	9:00 AM - 5:15 PM*
Event Location -	TOWN CENTER PLAZA PARKING LOT AND PLAZA DR. WEST OF THE UPPER MUNICIPAL PARKING LOT ENTRANCE.

2. **Event Date and Hours of Operations.**

The City reserves the exclusive right to approve, change, reduce, or extend the schedule and hours of operation at the Event at its sole discretion, and exclude certain hours and/or days, as the City deems necessary to provide for the public's safety.

* DOES NOT INCLUDE SET-UP TIME OF 6:00 - 9:00AM AND CLEAN-UP TIME OF 5:15 - 7:30 PM.

3. **Duties and Obligations.**

The following are duties and obligations that shall be the sole responsibility of the Entity for the approved Event and shall minimally include:

a. Provide to the City an appropriate insurance policy of the Entity to insure and indemnify the City from liability associated with any aspect of the Event, within the reasonable limits allowed (required regardless of level of City participation and/or funding), that is acceptable in form to the City Attorney of the City of Wildwood; and
b. Include the City of Wildwood on all promotional publications, press releases, and other materials indicating its support of this Event, if providing financial support, staffing, or any other public resources towards it; and
c. Provide, at no charge, a venue at the Event, if the City should choose to have a tent or booth for distribution/sale of materials (required regardless of the level of City participation and/or funding); and
d. Agree to the City's right to review and participate in the decisions relating to proposals for the use of its public grounds and sponsorships to ensure each is consistent with the goals and standards of Wildwood; and
e. Coordinate the dissemination of information with the identified liaisons of the City regarding the Event to surrounding businesses; and
f. Submit an agreed upon payment to the City regarding services provided by it to the Entity in support of the Event (amount to be determined by City, based upon reasonable estimate/assessment of costs), including, but not limited to, electricity charges (at a flat rate on a per day basis to be determined, with said amount to be based upon length of event and number of venues), staff time, police services, portable toilets/wash stations, and others, as determined based upon the nature, size, scope, and length of the Event – see Section 6. of this Agreement for further details; and
g. Provide a bond, letter of credit, or cash deposit to the City, in an agreed upon amount, as determined to be acceptable by the Entity and City, for any and all repairs, replacements, restoration, or other activities necessary to be undertaken by the City to grounds, equipment, buildings, structures and/or other improvements, after the conclusion of the Event, where damage has been determined to have occurred due to the Event, and action deemed necessary. Entity shall have the right to review all items identified and appeal any decisions to the City Council of the City of Wildwood; and

4. **Duties and Obligations of City.**

The City may contribute the following items to Entity hosting or partnering in the Event with the City and shall minimally include:

a. Provide space within the Town Center Plaza, surrounding areas, or other locations to accommodate the Event; and
b. Accommodate the use of on-street parking, as well as the public parking garage located south of the Plaza site, if held in Town Center; and
c. Authorize the use of City electricity to provide power for Event activities (see Section 6 Compensation); and
d. Provide marketing and advertising of the Event, if appropriate and needed, utilizing current decision-making parameters regarding its content, associated timeframes, and availability/space in the chosen format(s), including, but not limited to, the Gazette, the City's e-mail newsletters, and the City's website; and
e. Allow for use of tables and tents (including sandbags) for Event, if needed by Entity; and
f. Provide police services, when requested or needed by the Entity (see Section 6 Compensation); and
g. Furnish portable toilets and wash stations for the Event (see Section 6 Compensation).

5. **Additional Rights Reserved by City.**

In addition to those other rights reserved herein, City also reserves the following rights relating to the Event and the use of public property by the Entity:

a. Require a Special Events Permit for use of the facility from the Department of Public Works, with costs to be determined at the time of its submittal, which would list all of the requirements for the user of the public areas, along with the expectations of the City relative to these items listed above. This permit, before approval, would also be provided to the St. Louis County Police Department – Wildwood Precinct - for review and comment; and
b. Restrict or control the availability or provision of alcohol at the Event, by City Council action, which could include an outright prohibition of its sale or distribution, the designation of an alcohol zone in the area, and/or the implementation of certain and defined accommodations utilizing generally accepted standards to address public consumption of intoxicating beverages in public venues. Determinations relating to authorizations for the sale or distribution of alcohol at an Event by the City Council shall be based upon, but not limited to, the following: type of Event, past history of the Event, police recommendation(s), time of day and length of Event, and any other determinants set forth by the City Council at that time being necessary to ensure a thorough review of associated application; and

6. **Compensation.**

Compensation for Event support to the City by the Entity may be required, at the sole discretion of the City Council, upon its review and action on this Agreement. Type, nature, and extent of compensation to the City shall be determined based upon the type of Event, its size, offerings, extent (single or multiple days), and other factors necessitating a commitment from the City, including the Police Department, City personnel, or other resources, that place a significant cost or impact onto this community. The amount of compensation, if required by the City, shall not reasonably exceed the amount necessary to compensate for its direct costs associated with its participation in or partnering with the Entity in the Event.

7. **Nature of Relationship.**

The parties intend that an independent contractor relationship is created by this Agreement. Owners, agents, representatives, principals, or any employee of the Entity are not to be considered employees or agents of City for any purposes, except as to carry out the duties contemplated hereby, nor shall he/she/they represent themselves as such.

8. **Indemnification.**

Entity shall and does hereby indemnify, defend and hold harmless the City, and City's officers, City Council members, agents, and employees from and against any and all actions, proceedings, investigations, claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties, and reasonable attorneys' fees and costs (collectively, "Claims"), that the City may incur or suffer as a result of or relating to any willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement, and for such Claims relating to the injury or death of any person or damage to any property arising from the operation of the Event and for claims arising out of the willful or grossly negligent breach or failure of Entity to perform any of the representations, covenants, and agreements contained in this Agreement.

9. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties, superseding any and all agreements, either oral or written, between the parties hereto. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any parties, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding (notwithstanding checklist, of roles and responsibilities are thereby attached). Any modification of this Agreement will be effective only if it is in writing signed by both parties.

10. **Partial Invalidity and Exceptions.**

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in anyway. Additionally, duties and obligations identified in this Agreement do not apply to pavilion rental requirements located within public park properties, as previously adopted by the City of Wildwood.

11. **Choice of Law.**

The rights and obligations of the parties shall be governed by, and this Agreement shall be construed, and enforced, in accordance with the internal laws of the State of Missouri.

12. **City Council Approval.**

This Agreement shall not be valid or binding on the City, until approved by the City Council.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

"CITY"

CITY OF WILDWOOD

By: _____

Name: _____

Title: _____

Date: _____

"ENTITY"

By: _____

Name: JOHN T. BUTLER

Title: GRAND KNIGHT, KOFC COUNCIL # 12022

Date: 1/15/2016

CHECKLIST - Event Partnership Responsibilities

(Responsibilities are based upon nature of the event and identified commitments of parties)

City of Wildwood, Missouri - Draft Date: July 19, 2011

To be Completed by City Official and Representative of Entity, Group, or Organization -

City Official's Name: _____

Representative's Name: GARY A. LEWIS

Contact Information: 636-458-6047 ~~(Work)~~ HOME 314-598-0824 (Cell)

GARYALBERTLEWIS62@GMAIL.COM (E-Mail)

16811 WESTGLEN FARMS DR., WILDWOOD, MO 63011-1796 (Address)

Responsibility	City	Event Partner
Agreement		
Standard Form City Agreement		
Agreement Tailored to Specific Event		
Insurance		✓
Specify Financial Responsibilities		
Council Authorization		
Budget Authorization		
Event Operations/Activities		
Planning		✓
Conducting		✓
Coordinating		✓
Scheduling		✓
Organization/Business/Charity Participants		✓
Participant Fees		✓
Event Support Staffing		
Partner Resources		
City Personnel		
Contract Personnel		✓
Volunteers		
Advertisement/Promotion		
Publications		✓
Media Contacts		✓
Organization Contacts		✓
City Resources		
Event Information/Handouts		✓

Responsibility	City	Event Partner
Local Business/Property Owner Relations		
Advance Communications/Information/Notice		
Participation Invitations		
Coordination		
Trouble-Shooting		
Event Sponsorships		
Solicitation		✓
Conditions		✓
Limitations		✓
Emergency Services/Security		
County Police Coordination/Assistance		
General Security		✓
Traffic Control		✓
Parking Control		✓
Pedestrian Safety		✓
Event Grounds Off-Hour Security		
Emergency Medical		
First Aid		
Entertainment		
Performers		
Staging		
Sound System		
Accommodations/Refreshments		
Event Refreshments		
Food		✓ Hot Dogs & Burgers etc
Beverages		✓
Snacks		
Meals		
Signage		
Event Identification		✓
Directional		✓
Regulatory		
Event Transportation		
Shuttle Busing – Off-site Parking		
Event Participant Transportation		

Responsibility	City	Event Partner
Event Grounds Maintenance		
Refuse Collection		✓
Grounds Repair		
Support Vehicles		
Restroom/Wash Stations Facilities		
Temporary Facilities		✓
Servicing		✓
Site Preparation – Pre-Event		✓
Site Restoration – Post-Event		✓
Event Parking		
Public Attendees		✓
Participants		✓
Off-Site Parking (private property)		
Support Staff		✓
Officials		
Public/Private Parking Lot Control		✓
Power Supply		
Use of Existing Services		
Temporary Generators		✓
Service Set-up; Take-down		✓
Permits		
City Permits		✓
Health Department		
State/Local Sales Tax		
Miscellaneous Support		
Support Vehicles		✓
Materials and Supplies		✓
Ancillary Food Refreshments		

The undersigned parties have reviewed and completed the Checklist and agreed on said responsibilities, which must receive final approval from the City Council of the City of Wildwood, Missouri.

City Official Signature and Date: _____

Organization Representative Signature and Date: Gary A. Lewis 1/14/2016

GARY A. LEWIS

January 15, 2016

Mr. Gary Crews
Superintendent of Parks and Recreation
City of Wildwood
16860 Main St.
Wildwood, MO 63040

Proposed Event: July 3, 2016 Charity Car Show
Location: Wildwood Town Center Plaza parking lot

Dear Gary,

As discussed at the Celebrate Wildwood planning meeting, our Knights of Columbus Council would like to hold its 2nd Annual St. Alban Roe KofC Car Show on Sunday, July 3rd on the Town Center Plaza parking lot. We will not require use of the upper lot of the municipal parking garage.

The net proceeds from this event will be donated to Fisher House. The St. Louis Fisher House, located at #1 Jefferson Barrack Road, provides a "home away from home" for families of active duty personnel or veterans receiving care at the St. Louis VA Medical Center.

To augment the enclosed Special Event Permit Application and Event Partnership Agreement, here are some additional points of clarification:

1. A registration fee of $20 per car will be charged to each entrant who wishes to have his car judged. This fee will help to defray some of our expenses. Spectators will not be charged admission. The total attendance is estimated at 500, which breaks out as follows: 125 cars and their owners, 25 volunteers to staff the car show, and 350 spectators. Once the cars are registered, they will be assigned parking spots, where the cars will remain until the car show ends.

2. The Knights will be soliciting car oriented vendors to sponsor the car show with their donations. Some of these vendors may bring their own tents in order to promote their businesses.

3. Food will be prepared and served by Wayno's Mobile International Cuisine. Their food truck will be parked on Plaza Dr. The Knights plan to sell soft drinks such as bottled water, canned soda, and Gatorade.

4. The Knights will be supplying four regular port-a-johns, one handicapped port-a-john, and one hand washing station, four tents, five tables, an electric generator, and two PA systems (one for announcements and one for music).

5. I handle the liability insurance for the Council and will be applying a special event liability insurance policy with limits of $1,000,000 per occurrence / $5,000,000 in the aggregate (combined single limit bodily injury and property damage) with Greenwich Insurance Company, rated A+ XV by AM Best. The Greenwich policy form allows for multiple parties to be named as Additional Insureds (e.g. the City of Wildwood and any other parties as required by the City Council). Heacock Insurance, the insurance agent, will not accept the insurance application until 90 days prior to the event, but I should be able to furnish the City with an insurance certificate as soon as the coverage is bound (sometime between April 15th and May 1st).

I am available to meet with you any time to answer your questions and to address your concerns. I look forward to working again with you. Thank you for your consideration.

Sincerely,

Gary A. Lewis, CIC, CRM
Car Show Chairman
St. Alban Roe Knights of Columbus Council # 12022
16811 Westglen Farms Dr.
Wildwood, MO 63011-1796
Home: 636-458-6047
Cell: 314-598-0824
E-Mail: garyalbertlewis62@gmail.com

Enclosures:

1. Special Event Permit Application
2. Event Partnership Agreement

WILDWOOD

February 23, 2016

MEMORANDUM

To: Planning/Economic Development/Parks Committee Members

From: Department of Planning and Parks

Re: **On-Going and Long-Term Maintenance Costs for Parks and Trail Facilities**

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

The City Council, during its Strategic Planning Process in March 2015, identified the need to ensure that, as facilities are added to the City's system of parks and trails, the costs associated with their maintenance and upkeep are addressed and managed as well. The Chair of this Committee also requested, which was agreed to by the members, that each month an update of spending on parks and trail maintenance be provided, along with any unusual allocations in this regard as well. Therefore, as part of this reporting of expenses and expenditures, the Department will continue to provide the summary of expenditures by the Department in its maintenance of facilities, since 2006, which is provided below:

Year	Original Budget Allocation ($)	Amended Budget Allocation ($)	Actual Amount ($)
2006	15,000	64,000	68,454
2007	62,500	58,486	57,880
2008	67,000	67,000	65,176
2009	68,000	120,000	112,608
2010	120,000	110,000	103,275
2011	125,000	135,000	127,995
2012	135,000	164,000	173,980
2013	175,000	160,000	129,788
2014	175,000	161,200	133,033
2015	160,000	160,000	172,679*

Year	Original Budget Allocation ($)	Amended Budget Allocation ($)	Actual Amount ($)
2016	170,000	???	TBD

*As of December 31, 2015 (Final)

For the months of January 2016 and February 2016, to date, a total of $7,481.39 has been expended for maintenance of park and trail facilities. These expenditures include the following items:

- ✓ Trash removal in park properties and trail locations
- ✓ Repair to the Al Foster Memorial Trail for scheduled run
- ✓ Snow removal
- ✓ Repair of the trail in Bluff View Park
- ✓ Repairs to bollards, dog park gates, and other similar items
- ✓ Chip brush piles in community park

The Department can provide more background on this matter at tonight's meeting, if members have specific questions in this regard. If any of the Committee Members should have questions or comments before tonight's meeting about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation is planned on this matter at tonight's meeting. Thank you for your review of this information and participation in tonight's discussion.

WILDWOOD

City of Wildwood
Council Planning/Economic Development/Parks Committee

Parks and Recreation Update for Mid-January 2016 to Mid-February 2016

February 23, 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 January 2016 meeting:

Early Childhood Recreation Program:

- The first Early Childhood Recreation Program of 2016, Babaloo, was held on February 10 and 11, 2016.
- Two (2) classes each day were conducted at 10:00 a.m. and 1:00 p.m., with twenty-five (25) children scheduled in each class.
- Babaloo is always a popular Early Childhood Recreation Program that also results in several *walk-in* participants, in addition to the pre-registered families. This year was no exception.

Art Festival Planning Committee Meeting:

- The Art Festival Planning Committee met on February 3, 2016 at Wildwood City Hall.
- Major items and opportunities relative to the 2015 event and suggestions to implement in the 2016 Art Festival were discussed at length.
- Considerable time was spent discussing the 2016 Plein Air Art Event.
- The Plein Air Art Event invitations and rules and regulations were also discussed at length.
- The invitations and rules and regulations were sent to the printer, returned, and are being distributed.

Founders' Day Planning Committee:

- The Founders' Day Planning Committee met on February 8, 2016 at Wildwood City Hall.
- The different elements of the event were discussed at length and a new organizational plan was provided for comments and suggestions.

Wildwood Events Nominated for Awards:

- The Wildwood Frozen Feet Trail Run has been nominated as the best post-race atmosphere in the St. Louis Region.
- The Wildwood Arbor Day Tree Hugger 5K Run was also nominated as the best inaugural event in the St. Louis Region for 2015.
- The determination of winners is planned for February 17, 2016 at an event in St. Louis.

Next City Events:

- *Cabin Fever Hike*, February 27, 2016
- *Home Alone Safety Class* – March 9, 2016
- *Baby Sitting 101* – March 15, 2016
- *Spring Balloon Glow* – March 18, 2016
- *Spring Egg Hunt* – March 19, 2016
- *Wildwood Centaur Bicycle Time Trial* – March 19, 2016
- Early Childhood Recreation Program – *Pottery Painting*, March 23 and 24, 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.