WILDWOOD

CITY COUNCIL AGENDA

COUNCIL CHAMBERS
7:30 P.M.
03/14/16

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

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. APPROVAL OF MINUTES – February 22, 2016 Work Session & Regular Agenda Minutes

Documents: DRAFT CITY COUNCIL MINUTES 2-22-16.PDF

V. MAYOR APPOINTMENTS/ANNOUNCEMENTS

V.I. Presentation To Ryan S. Thomas, City Administrator, On His Twenty (20) Years Of Service To The City Of Wildwood.

V.II. Appointment(S)

V.II.A. Jerry W. Porter - Ward Six City Council Member For Remaining Term To April 2016

Documents: APPOINTMENT - JERRY PORTER.PDF

V.III. Bills #2149 And #2150 – Veto Message

Documents: 2149 AND 2150 - VETO MESSAGE.PDF

V.III.A. BILL #2149
AN ORDINANCE DETERMINING THE COMPENSATION FOR THE OFFICE OF THE MAYOR AND AMENDING SECTION 110.040 OF THE MUNICIPAL CODE. (Wards – All)

V.III.B. BILL #2150
AN ORDINANCE DETERMINING THE COMPENSATION FOR CITY COUNCIL MEMBERS AND AMENDING SECTION 110.110 OF THE MUNICIPAL CODE. (Wards – All)

VI. PUBLIC PARTICIPATION

VII. PUBLIC HEARING(S)

VII.I. (Postponed At The January 11, 2016 City Council Meeting – To Remain Postponed) 1. A Response To A Communication From Jenny Mitchell, Director Of Property Management For The Desco Group, Which Is Dated October 20, 2015

regarding **St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.;** Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward - Seven)

VIII. LEGISLATION

IX. UNFINISHED BUSINESS

IX.I. BILL #2157

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMENDATION REPORT PREPARED BY THE PLANNING AND ZONING COMMISSION DATED FEBRUARY 1, 2016. *Recommended by the Planning and Zoning Commission* (Second Reading) (Ward - Eight)

Documents: 2157 PANERA DRIVE THROUGH-DIERBERGS-OUTLET G.PDF

IX.II. BILL #2158

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH KRUPP CONSTRUCTION FOR THE DEVELOPMENT OF A CONNECTOR TRAIL BETWEEN BLUFF VIEW PARK AND THE ROCK HOLLOW VALLEY, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, ALL IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. *Recommended by the Planning/Economic Development/Parks Committee* (Second Reading) (Ward – Six)

Documents: 2158 CONNECTOR TRAIL BLUFF VIEW-ROCK HOLLOW-KRUPP.PDF

IX.III. BILL #2159

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN EASEMENT AGREEMENT WITH THE WINDSOR CREST HOMEOWNERS ASSOCIATION TO TRANSFER ITS EXISTING RETENTION FACILITY LOCATED WITHIN THE CITY'S COMMUNITY PARK PROPERTY TO THE CITY OF WILDWOOD, MISSOURI, FOR ITS LONG-TERM CONTROL, MAINTENANCE, AND EVENTUAL USE IN CONJUNCTION WITH THE APPROVED CONCEPT PLAN FOR THIS PUBLIC PARK SITE. *Recommended by the Planning/Economic Development/Parks Committee* (Second Reading) (Wards – All)

Documents: 2159 EASEMENT AGREEMENT-WINDSOR CREST HOA.PDF

IX.IV. AMENDED BILL #2160

AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, ALONG WITH A TRUST INDENTURE, A JOINT ROADWAY MAINTENANCE AGREEMENT, AND/OR THE NECESSARY SCRIPT UPON THIS INSTRUMENT FOR THE ADOPTION OF WAKEFIELD FARMS SUBDIVISION'S INDENTURES/RESTRICTIONS, AND A DEPOSIT AGREEMENT, TO BE SECURED BY ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A SEVEN (7) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED UPON A THIRTY-SIX (36) ACRE TRACT OF LAND, BEING PART OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, ACCORDING TO THE BOUNDARY ADJUSTMENT PLAT, RECORDED IN BOOK 347, PAGE 493 OF THE ST. LOUIS COUNTY RECORDS; AND CONTAINED IN THE SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST SIDE OF WAKEFIELD FARM ROAD, NORTH OF STATE ROUTE 100; HEREAFTER TO BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION." *Recommend by the Department of Planning* (Second Reading) (Ward – One)

Documents: 2160 AMENDED-WAKEFIELD FARMS.PDF

IX.V. BILL #2161

AN ORDINANCE AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ESTABLISHING A 40 MPH SPEED LIMIT ON A PORTION OF MISSOURI ROUTE 109 WITHIN THE CITY OF WILDWOOD. *Recommended by the Board of Public Safety* (Second Reading) (Wards One, Five, and Eight)

Documents: 2161 MISSOURI ROUTE 109 SPEED LIMIT.PDF

X. NEW BUSINESS

X.I. BILL #2162

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ADOPTING THE RECOMMENDATION OF THE HISTORIC PRESERVATION COMMISSION REGARDING THE 'SECOND JOHN E. SCHNARR HOUSE' THAT IS LOCATED ON MANCHESTER ROAD (FORMERLY ROUTE 66) WITHIN THE COMMUNITY OF GROVER, THEREBY ALLOWING ITS PLACEMENT ON THE CITY'S HISTORIC REGISTRY AND PROVIDING CERTAIN INCENTIVES FOR SUCH RELATIVE TO REQUIRED PUBLIC SPACE AND ROADWAY IMPROVEMENTS. *Recommended by the Historic Preservation Commission* (First Reading) (Ward – Eight)

Documents: 2162 BUTLER DURRELL-HISTORIC REGISTRY.PDF

X.II. BILL #2163

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 WITH THE MISSOURI AMERICAN WATER COMPANY FOR THE RELOCATION OF A WATER MAIN TO ACCOMMODATE PHASE TWO CONSTRUCTION WITHIN WILDWOOD COMMUNITY PARK. *Recommended by the Department of Planning and Parks* (First Reading) (Ward - One)

Documents: 2163 WATER COMPANY RELOCATION-COMMUNITY PARK.PDF

X.III. BILL #2164

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS IN ORDER TO PROCEED WITH OBTAINING FEDERAL FUNDING FOR THE MISSOURI ROUTE 109 PEDESTRIAN TUNNEL PROJECT, UNDER THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP), AS AUTHORIZED BY THE FEDERAL TRANSPORTATION FUNDING ACT, MAP-21 (MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY) (First Reading) (Wards – One and Eight)

Documents: 2164 FEDERAL FUNDING AGREEMENT FOR ROUTE 109 PED TUNNEL.PDF

X.IV. BILL #2165

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE AN AMENDED CONTRACT ON BEHALF OF IT WITH OATES ASSOCIATES FOR ITS ON-GOING DEVELOPMENT OF ENGINEERED DRAWINGS/PLANS, ALONG WITH CONSTRUCTION MANAGEMENT AND ADMINISTRATION, 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 2, CONSISTENT WITH THE ATTACHED CONTRACT AND EXHIBITS, WHICH ARE BEING RECOMMENDED BY THE PLANNING/ECONOMIC DEVELOPMENT/PARKS COMMITTEE OF CITY COUNCIL. (First Reading) *Recommended by the Planning/Economic Development/Parks Committee* (Wards - All)

Documents: 2165 AMENDED 2099 OATES - PHASE IA COMMUNITY PARK.PDF

XI. RESOLUTIONS – NONE

XII. OTHER

XII.I. Receive & File - A Response To A Letter Dated February 2, 2016 From Dale R. Hicks, Owner Of Wildwood Memorial Park And Gardens, Regarding P.Z. 9-10 Wildwood Memorial Park And Gardens, C/O Dale And Jon Hicks, P.O. Box 34, Eureka, Missouri

63025;

a Conditional Use Permit (CUP) in the NU Non-Urban Residence District; south side of State Route 100, at Hencken Road (Locator Numbers: 26Y640097, 26X430064, and 26X430075/Addresses: 3901 Hencken Road 18706 State Route 100, and 18706 (a) State Route 100); which seeks the right to use one (1) of the two (2), five (5) acre lots that form a portion of this overall twenty-eight (28) acre site for the scatter of composted pet remains (Ward - Six)

Documents: RECEIVE AND FILE - PZ 9-10 WILDWOOD MEM PARK AND GARDENS.PDF

XII.II. Receive & File - A Report, With Recommendation, Regarding The City Of Wildwood's Meramec River Connector Trail Project;

FPNU Floodplain Non-Urban Residence District; publicly owned land between Bluff View Park and Rock Hollow Trail; thereby approving the design of this important length of natural surface trail linking two (2) existing trail corridors between two (2) major public holdings of land – Bluff View Park and the Rock Hollow Valley. (Ward - Six)

Documents: RECEIVE AND FILE - MERAMEC RIVER CONNECTOR TRAIL PROJECT.PDF

XII.III. Discussion Regarding The Proposed Development Of The Missouri River Floodplain, Within The City Of Maryland Heights, And Whether The City Council Should Draft A Resolution In Opposition Of Said Development - For Consideration At The March 28, 2016 City Council Meeting.

Documents: OTHER - MISSOURI RIVER FLOODPLAIN DEVELOPMENT.PDF

XIII. ADJOURNMENT

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

City Council Will Consider and Act upon the Matters Listed above and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: Legal Actions, Causes of Action, Litigation or Privileged Communications Between the City's Representatives and its Attorneys [RSMO 610.021(1) 1994]; Lease, Purchase or Sale of Real Estate [RSMO 610.021 (2) 1994]; hiring, firing, disciplining or promoting employees by a public governmental body [RSMO 610.021 (3) 1994]; bidding specification [RSMO 610.021 (11) 1994]; sealed bids and related documents, until the bids are opened' and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected [RSMO 610.021 (12) 1994]; and/or individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment [RSMO 610.021 (13) 1994]

The City of Wildwood Is Working to Comply with the Americans with Disabilities Act Mandates

CITY OF WILDWOOD

FEBRUARY 22, 2016 RECORD OF PROCEEDINGS

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

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

A roll call was taken, with the following results:

Present at Roll Call:

Mayor Tim Woerther
Council Member Greg Stine
Council Member Jeff Levitt
Council Member Debra McCutchen
Council Member Dave Bertolino
Council Member Jim Baugus
Council Member Larry McGowen
Council Member Glen DeHart
Council Member Larry Goodson
Council Member Joe Garritano
Council Member Jim Bowlin
Council Member Marc Cox
Council Member Katie Dodwell
Council Member Ed Marshall
Council Member Ray Manton

Absent:

Council Member Sue Cullinane

A quorum was present

Also present:

Mr. Ryan Thomas, City Administrator
Mr. Rob Golterman, City Attorney
Mr. Joe Vujnich, Director of Planning and Parks
Mr. Rick Brown, Director of Public Works
Ms. Liz Weiss, City Clerk

DRAFT

PLEDGE OF ALLEGIANCE

Mayor Woerther led the Pledge of Allegiance.

APPROVAL OF MINUTES

The minutes of the February 8, 2016, City Council meeting were submitted for approval. A motion was made by Council Member Marshall, seconded by Council Member Manton, to approve the minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

MAYOR APPOINTMENTS/ANNOUNCEMENTS

Board of Ethics Re-Appointment - Lezli Jones, Ward 5 – Five Year Term

Mayor Woerther asked the City Council to approve his recommendation to re-appoint Ms. Lezli Jones to the Board of Ethics. A motion was made by Council Member Marshall, seconded by Council Member McCutchen, to approve the Mayor's recommendation to re-appoint Ms. Lezli Jones to the Board of Ethics. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

PUBLIC PARTICIPATION - NONE

PUBLIC HEARING(S)

Postponed at the January 11, 2016 City Council Meeting – to remain postponed)
A response to a communication from Jenny Mitchell, Director of Property Management for the Desco Group, which is dated October 20, 2015, regarding St. Louis County's P.C. 219-85 Alfred L. Hicks and J.L. Mason of Missouri, Inc.; Amended MXD Mixed-Use Development District; south side of Manchester Road, east of Old Fairway Drive (Street Address: 16506 Manchester Road/Locator Number: 23U120480); seeking modifications to an existing site-specific ordinance that governs the Schnucks Wildwood Crossing Center to allow for a third freestanding monument sign along the property's Manchester Road frontage. (Ward - Seven)

H.R. 1-16 Robert H. Butler Trust, c/o John Butler, 16941 Manchester Road, Wildwood, Missouri 63040 – A request to place the building (c. 1929 per St. Louis County Tax Records), which is located at 16941 Manchester Road - Locator Number 24V530551, onto the City of Wildwood's Historic Registry, all in accordance with Chapter 440 Historic Preservation and Restoration Code of the City of Wildwood Municipal Code. The current permitted use of this site being general and professional office uses, as defined in the Town Center Plan (as amended March 1, 2010), with associated parking. This property is currently zoned C-8 Planned Commercial District (changed from NU Non-Urban Residence District, as approved in 2014, per Ordinance #2017). A condition of Ordinance #2017 stipulated the owner is required to complete an application to place the building onto the City's Historic Register. This registry request by the petitioner seeks certain zoning incentives relative to required open space and roadway improvements associated with the future use of the property. (Ward - Eight)

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

Director of Planning Vujnich stated that the Historic Preservation Commission determined the subject dwelling and property complies with the minimum level of items for the City's enabling legislation to be considered for its acceptance on the Historic Registry. He added, with the properties addition, it will allow for these historic elements to be retained. Director Vujnich also noted, the Historic Preservation Commission is recommending incentives (relief to an escrow of $30,755.74 for roadway improvements on Manchester Road and public space credits), as part of its action. He concluded that the Commission appreciates and supports the inclusion of this dwelling and property in terms of an illustrative example of its history and the value of historic preservation, as a way to enrich a community's character.

A motion was made by Council Member Goodson, seconded by Council Member Garritano, to authorize the preparation of necessary legislation regarding H.R. 1-16 Robert H. Butler Trust, as recommended by the Historic Preservation Commission. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

BILL #2153 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH N. B. WEST CONTRACTING COMPANY FOR CONSTRUCTION OF THE MANCHESTER ROAD RESURFACING AND BIKE LANE IMPROVEMENT PROJECT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS*. Recommended by the Administration/Public Works Committee* (Second Reading) (Ward - One)**

A motion was made by Council Member DeHart, seconded by Council Member McGowen, for the second reading of Bill #2153. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2153 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2153 with the following results:
Ayes – Stine, McCutchen, Bertolino, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent – Levitt and Cullinane
Whereupon Mayor Woerther declared Bill #2153 approved, passed and it became ORDINANCE #2153.

BILL #2154 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI, TO EXECUTE A CONTRACT ON BEHALF OF THE CITY OF WILDWOOD WITH J. M. MARSCHUETZ CONSTRUCTION COMPANY FOR CITY-WIDE CONCRETE STREET AND SIDEWALK REPLACEMENT, INCLUDING TRAFFIC CONTROL AND OTHER INCIDENTAL ITEMS AS SHOWN ON CONSTRUCTION DRAWINGS AND SPECIFICATIONS. *Recommended by the Administration/Public Works Committee* (Second Reading) (Wards - All)**

A motion was made by Council Member Dodwell, seconded by Council Member Manton, for the second reading of Bill #2154. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2154 was read for the second time by title only.

A roll call vote was taken for passage and approval of Bill #2154 with the following results:
Ayes – Stine, McCutchen, Bertolino, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent –Cullinane
Abstain - Levitt
Whereupon Mayor Woerther declared Bill #2154 approved, passed and it became ORDINANCE #2154.

BILL #2155 **AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE A SUPPLEMENTAL AGREEMENT ON BEHALF OF THE CITY OF WILDWOOD WITH TWM, INC. FOR ADDITIONAL DESIGN SERVICES REQUIRED FOR THE MANCHESTER ROAD STREETSCAPE PROJECT, PHASE 3 IMPROVEMENT PROJECT WITHIN THE CITY OF WILDWOOD. *Recommended by the Administration/Public Works Committee* (Second Reading) (Ward – Eight)**

A motion was made by Council Member Manton, seconded by Council Member Goodson, for the second reading of Bill #2155. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2155 was read for the second time by title only.

DRAFT

A roll call vote was taken for passage and approval of Bill #2155 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, Baugus, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, Marshall, and Manton
Nays – None
Absent –Cullinane
Whereupon Mayor Woerther declared Bill #2155 approved, passed and it became ORDINANCE #2155.

NEW BUSINESS

BILL #2157 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMEDNATION REPORT PREPARED BY THE PLANING AND ZONING COMMISSION DATED FEBRUARY 1, 2016.** ***Recommended by the Planning and Zoning Commission*** **(First Reading) (Ward - Eight)**

A motion was made by Council Member Garritano, seconded by Council Member Goodson, for the first reading of Bill #2157. A voice vote was taken with an affirmative result and the motion was declared passed (Council Member Levitt abstained). Bill #2157 was read for the first time by title only.

BILL #2158 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH KRUPP CONSTRUCTION FOR THE DEVELOPMENT OF A CONNECTOR TRAIL BETWEEN BLUFF VIEW PARK AND THE ROCK HOLLOW VALLEY, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, ALL IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(First Reading) (Ward – Six)**

A motion was made by Council Member Bowlin, seconded by Council Member Dodwell, for the first reading of Bill #2158. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2158 was read for the first time by title only.

BILL #2159 **AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN EASEMENT AGREEMENT WITH THE WINDSOR CREST HOMEOWNERS ASSOCIATION TO TRANSFER ITS EXISTING RETENTION FACILITY LOCATED WITHIN THE CITY'S COMMUNITY PARK PROPERTY TO THE CITY OF WILDWOOD, MISSOURI, FOR ITS LONG-TERM CONTROL, MAINTENANCE, AND EVENTUAL USE IN CONJUNCTION WITH THE APPROVED CONCEPT PLAN FOR THIS PUBLIC PARK SITE.** ***Recommended by the Planning/Economic Development/Parks Committee*** **(First Reading) (Wards – All)**

A motion was made by Council Member Levitt, seconded by Council Member Baugus, for the first reading of Bill #2159. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2159 was read for the first time by title only.

BILL #2160 **AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, TRUST INDENTURE, A JOINT ROADWAY MAINTENANCE AGREEMENT FOR WAKEFIELD FARM ROAD, AND DEPOSIT AGREEMENT, TO BE SECURED BY ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A SEVEN (7) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED UPON A THIRTY-SIX (36) ACRE TRACT OF LAND, BEING PART OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, ACCORDING TO THE BOUNDARY**

ADJUSTMENT PLAT, RECORDED IN BOOK 347, PAGE 493 OF THE ST. LOUIS COUNTY RECORDS; AND CONTAINED IN THE SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST SIDE OF WAKEFIELD FARM ROAD, NORTH OF STATE ROUTE 100; HEREAFTER TO BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION." ***Recommend by the Department of Planning*** **(First Reading) (Ward – One)**

A motion was made by Council Member McGowen, seconded by Council Member DeHart, for the first reading of Bill #2160. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2160 was read for the first time by title only.

BILL #2161 **AN ORDINANCE AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ESTABLISHING A 40 MPH SPEED LIMIT ON A PORTION OF MISWOURI ROUTE 109 WITHIN THE CITY OF WILDWOOD.** ***Recommended by the Board of Public Safety*** **(First Reading) (Wards One, Five, and Eight)**

A motion was made by Council Member McGowen, seconded by Council Member Goodson, for the first reading of Bill #2161. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill #2161 was read for the first time by title only.

RESOLUTION(S)

RESOLUTION #2016-06 **A RESOLUTION ADOPTING A POLICY ON E-NEWSLETTER AND SOCIAL MEDIA CONTENT FOR THE CITY OF WILDWOOD. (Wards – All)**

A motion was made by Council Member McGowen, for the reading of Resolution #2016-06, which motion was seconded by Council Member Manton. A voice vote was taken with a unanimous affirmative result and the motion was declared passed Resolution #2016-06 was read into the record. A voice vote was taken for the approval of Resolution #2016-06 with a unanimous affirmative result.

AMENDED

RESOLUTION #2016-07 **A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WILDWOOD TO APPLY THROUGH THE EAST-WEST GATEWAY COUNCIL OF GOVERNMENTS AND THE MISSOURI DEPARTMENT OF TRANSPORTATION FOR FUNDING OF A CAPITAL PROJECT UNDER THE SURFACE TRANSPORTATION PROGRAM - SUBALLOCATED (STP-S) FEDERAL FUNDING PROGRAM FOR THE ST. LOUIS REGION. (Wards – One and Eight)**

A motion was made by Council Member Stine, for the reading of Amended Resolution #2016-07, which motion was seconded by Council Member Goodson. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Resolution #2016-07 was read into the record. A voice vote was taken for the approval of Resolution #2016-07 with a unanimous affirmative result.

OTHER

Receive & File - Receive & File - P.Z. 23-15 Pond Athletic Association, c/o Keith Ellis, 17131 Lafayette Trails Drive, Wildwood, Missouri 63038 - A request for a Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District for the installation of sponsorship type banners on existing fencing associated with the athletic fields that are part of the Pond Athletic Association. This facility is located on the west side of Pond Road, north of Hohmann Road (Locator Numbers: 22W330042 and 22W330051/Street Address: 1725 and 1613 Pond Road). Proposed Use: Sponsorship type banners for a not-for-profit use, with a minimum of two (2) operational athletic fields on the same lot. (Ward - One)

Director of Planning Vujnich stated after review and discussion, the Planning and Zoning Commission approved the request

for a Conditional Use Permit (CUP) for Pond Athletic Association's installation of sponsorship banners.

A motion was made by Council Member DeHart, seconded by Council Member McGowen, to waive the fifteen (15) day waiting period for the permit to be approved. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Receive & File - A recommendation report regarding the City of Wildwood's *Manchester Road – Phase III – Streetscape Project* (Eatherton Road to Taylor Road Roundabout); multiple zoning district designations, including NU Non-Urban Residence District and C-8 Planned Commercial District; public right-of-way area and existing and proposed public easements; thereby approving the design of this important length of City arterial roadway to comply with the Town Center Plan's Streetscape Requirements and Street Specifications. (Ward – Eight)

Approval of Expenditures

A motion was made by Council Member McGowen, seconded by Council Member Manton, to approve the February 2016 Expenditures. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Director of Planning Vujnich stated after review and discussion, the Planning and Zoning Commission approved the recommendation report regarding the City of Wildwood's Manchester Road – Phase III – Streetscape Project.

A motion was made by Council Member Bowlin, for the reconsideration of **Failed Bill #2150**, which was seconded by Council Member Bertolino (Council Member Bowlin voted in the majority, when Bill #2150 was acted upon at the February 8, 2016 City Council Meeting).

BILL #2150 AN ORDINANCE DETERMINING THE COMPENSATION FOR CITY COUNCIL MEMBERS AND AMENDING SECTION 110.110 OF THE MUNICIPAL CODE.

A roll call vote was taken for the reconsideration of Bill #2150 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, and Marshall
Nays – Baugus and Manton
Absent – Cullinane
Whereupon Mayor Woerther declared the motion to reconsider Bill #2150 approved.

A roll call vote was taken for the approval of Failed Bill #2150 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, and Marshall
Nays – Baugus and Manton
Absent – Cullinane
Whereupon Mayor Woerther declared Bill #2150 approved.

A motion was made by Council Member Marshall, for the reconsideration of **Failed Bill #2149**, which was seconded by Council Member McGowen (Council Member Marshall voted in the majority, when Bill #2149 was acted upon at the February 8, 2016 City Council Meeting).

BILL #2149 AN ORDINANCE DETERMINING THE COMPENSATION FOR THE OFFICE OF THE MAYOR AND AMENDING SECTION 110.040 OF THE MUNICIPAL CODE.

A roll call vote was taken for the reconsideration of Bill #2149 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Bowlin, Cox, Dodwell, and Marshall
Nays – Baugus and Manton
Absent – Cullinane
Whereupon Mayor Woerther declared the motion to reconsider Bill #2149 approved.

A roll call vote was taken for the approval of Bill #2149 with the following results:
Ayes – Stine, Levitt, McCutchen, Bertolino, McGowen, DeHart, Goodson, Garritano, Cox, Dodwell, and Marshall
Nays – Baugus and Manton
Absent – Cullinane
Abstain - Bowlin
Whereupon Mayor Woerther declared Bill #2149 approved.

ADJOURNMENT

A motion was made by Council Member Marshall, seconded by Council Member Cox, to adjourn the meeting. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. There being no further business to come before the City Council; the meeting was adjourned at 8:44 p.m.

Approved this _____ day of _____, 2016.

_____
Timothy Woerther, Mayor

ATTEST:

_____
City Clerk

DRAFT

COUNCIL WORK SESSION MINUTES
COUNCIL CHAMBERS

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

MONDAY, FEBRUARY 22, 2016
6:00 P.M.

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

MAYOR'S COMMENTS/ANNOUNCEMENTS.APPOINTMENTS - None

CITY ADMINISTRATOR DISCUSSION ITEMS

The Development Finance Group's Report and Recommendation Regarding a Public Financing Proposal from Payne Family Homes (Main Street Crossing Project) (Ward – Eight)

Director of Planning Vujnich provided the Development Finance Group's review and recommendation regarding Payne Family Home's Public Financing Proposal. He noted, the Development Finance Group determined, based upon the submitted application and its review process that the application does not have potential merit and the City Council should not precede with further discussions, as set forth in the adopted "Procedures for the Review and Processing of Requests for Development Finance Incentives." However, he also noted, given that this is only a recommendation, if the City Council believes it is worth further discussions and negotiations with the developer on the key points identified, the Group can certainly undertake them, under an expedited timeframe. Director of Planning Vujnich also added, if the City is successful with its Transportation Improvement Program (TIP) application for State Route 109 work, the developer may not be obligated for many of those roadway improvements, but rather, could participate in such by providing the required twenty (20) percent match of funding under the program's guidelines and requirements, which the

Development Finance Group believes to be very reasonable.

Discussion was held among City Council Members regarding the following items: if the roundabout on State Route 109 is the only option acceptable to MODOT (Missouri Department of Transportation); how the specific costs were developed; the fact the out-lots are to be developed commercially and will generate sales tax; how the current CID (Community Improvement District) has affected the City and how much has been paid towards it at this time; and the belief Wildwood should stand by its principles and not participate in public financing requests, such as this one.

Tom Cummings, Representative for Payne Family Homes, thanked the Development Finance Group for the report and recommendation; however, he stated his desire for further discussions to take place. He added he was under the impression that their request would be further discussed and negotiated.

Discussion was held among City Council Members regarding the following items: the belief the burden is on Payne Family Homes to present different scenarios to the City for its consideration, as stated in Ordinance #1345; the belief that the dialogue should be kept open between the City and Payne Family Homes, but it is Payne Family Homes responsibility to prepare different options when requesting public financing; and the suggestion that Payne Family Homes and the Development Finance Group hold a meeting to discuss this request further.

Director of Planning Vujnich stated the Development Finance Group is open to further discussion with Payne Family Homes, as directed by the City Council, but would also note that a review letter was provided to them requesting further details on their request in October. He also noted the Development Finance Group would report back to the City Council on this meeting with Payne Family Homes at the City Council Meeting on March 14, 2016.

Letter from City Council to the Planning and Zoning Commission Regarding the Postponement of Action on P.Z. 1 and 1a-99 Claymont Development (Strecker Forest) (Ward – Two)

Director of Planning Vujnich noted the City Council had requested the Planning and Zoning Commission review the Strecker Forest development, following the submittal of Amended Site Development Plan. This request of City Council was also based upon conversations and documents that had been provided to it by the Environmental Protection Agency (EPA) relating to this site. More recently, however, the City Council sought more clarification from the federal government in relation to the latest cleanup efforts at this site, but has not received complete responses to these appropriate inquiries, which has led it to seek outside assistance. With this effort underway, the City Council has stated it now feels it would be premature to have any action undertaken on this proposed residential subdivision, until the results of these additional inquiries are made available to the City and all interested parties can review it. Therefore, the letter drafted states the City Council is respectfully requesting the Planning and Zoning Commission not take any further action relative to this matter, until this new information is provided, studied, and disseminated to all parties for use in any future discussions.

Director of Planning Vujnich concluded, if the City Council has anything else to add to the letter, to please let him know. Otherwise, the letter will be part of the Planning and Zoning Commission's packets for their March 7, 2016 meeting.

Presentation Regarding St. Louis County Pooled Sales Tax – City Attorney Golterman (Wards – All)

City Attorney Golterman provided a PowerPoint presentation regarding St. Louis County Pooled Sales Tax history and current issues relating to it.

<u>COMMITTEE ACTION ITEM(S)/RECOMMENDATION(S)</u>

Update on Rural Internet Access Project (Wards - All)

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

BOARD OF PUBLIC SAFETY

Speed Limit Reduction for State Route 109 (Wards – One, Five, and Eight)

Director of Public Works Brown noted the Department was recently notified by the Missouri Department of Transportation (MODOT) of the results of a recent speed limit study that was completed for a section of State Route 109. He added, based on the results of the study, MODOT is proposing to reduce the speed limit on Route 109 from 45 mph, to 40 mph between Sheppard Road to New College Avenue. Thus, in order to enforce the speed limit reduction, MODOT is requesting that the City enact an ordinance enabling the speed limit reduction. Therefore, Director of Public Works Brown noted the Department supports MODOT's request to reduce the speed limit and recommends approval of the enabling ordinance, which has been prepared as Bill #2161 on tonight's City Council agenda and was recommended by the Board of Public Safety at their February 4, 2016 meeting.

Work Session was adjourned at 7:20 p.m.

DRAFT

WILDWOOD

MEMORANDUM

To: City Council Members

From: Tim Woerther, Mayor

Date: March 11, 2016

Subject: **Appointments to Various Positions/Boards and Committees**

At the March 14, 2016 City Council meeting, I will be looking for support from the City Council to appoint Jerry W. Porter, to Council Member Ward 6, until the April 5, 2016 Municipal Election.

Attached please find a copy of his application for appointment. Please feel free to contact the applicant to ask any questions you may have regarding their nomination.

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

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

Thank you.

RECEIVED
CITY CLERK'S OFFICE
DATE 3/10/16 TIME 10:27 a.m.
SIGNED E.M. Weiss

Elizabeth Weiss

From: noreply@cityofwildwood.com
Sent: Thursday, March 10, 2016 10:26 AM
To: Elizabeth Weiss; Laura Rechtin
Subject: Online Form Submittal: Apply to Serve on Boards and Commissions

Apply to Serve on Boards and Commissions

Name:	Jerry W Porter
Address:	19105 towering timber ct
City, state, and zip code:	wildwood Mo 63069
Phone number:	314-518-6882
Work phone number:	none
Email address:	queenannewoods@yahoo.com
Ward:	6
Occupation:	retired
Education:	BS Education Kirksville State Teachers College (Truman State) MS Physical Education San Jose State University
Volunteer experience:	Trustee Meadow forest Sub-Division Wildwood School Board (initial) St. Clement Catholic Church Des Peres Mo
Select the board or commission you are applying for:	Other
If the board or commission you want is not listed, please tell us what you are interested in apply for:	no preference
List any questions or comments you may have:	none
Nominating city official:	Mayor

Email not displaying correctly? View it in your browser.

WILDWOOD

Residents of the City of Wildwood and Members of the City Council,

The arguments that have been presented in favor of increasing the compensation for Council members are flawed and fail any number of tests and cannot be supported based on logic. Council must remember that compensation is based on attendance at a regular Council meeting. See excerpt from the Municipal Code included here for reference:

Section 110.110 Oath – Compensation

Each Council Member of the City Council shall take the oath of office prescribed by Statute and shall receive as compensation payable on a monthly basis the sum of one hundred dollars ($100.00) for each regular Council meeting attended, not to exceed an annual sum of two thousand five hundred dollars ($2,500.00).

The Municipal Code is clear, Council does not receive compensation for anything except attending a regular Council meeting two Mondays a month.

If you look back you will realize that these meetings may last approximately three hours.

Following the logic that has been put forward by the Council means that if each Council meeting lasts for approximately three hours, the rate of compensation has jumped from roughly thirty-three dollars per hour to sixty-six dollars per hour.

Many of us are professionals in our respective fields and understand what our own "hourly rate" rate is. What Council receives exceeds that of what many of us receive in our daily jobs. To suggest that one should work at Jack in the Box is an insult to those that currently work there and shows the lack of understanding of what it means to serve the community.

To suggest that the current compensation prevents someone from serving is assuming everything is equal. We know that is not the case. We make decisions regarding our place of employment, where we live and what activities we choose to participate is many times based on dollars. If someone expects to have gasoline mileage, child care or meals reimbursed then they should have checked the compensation before running for office. However that gets to a basic issue of people serving for a paycheck versus the betterment of the community.

The other excuses of needing to be compensated to pay for a re-election campaign; receive an adjustment for the cost of living, or to be competitive with other municipalities' further shows that Council is reaching for reasons justify their action. None of these excuses align with reality, when all you have to do is be here at a regular Council meeting twice a month.

As to the increase of the Mayor salary, it appears to me that Council wishes to have "quid pro quo" situation where if they support the change in the Mayor salary, they should be able to receive an increase in the Council compensation.

The action from February 22nd makes it clear that the Council has little regard for the concept of service and giving back to a community in which they benefit so greatly from.

Mayor Tim Woerther

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

VETO

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

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

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

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

Section One.

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

Section Two.

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

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

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

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

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

VETO

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

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

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

Section One.

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

SECTION 110.110: OATH – COMPENSATION

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

Section Two.

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

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

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

BILL NO.: 2157 **ORDINANCE NO.: 2157**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING AMENDMENTS TO EXISTING AMENDED C-8 PLANNED COMMERCIAL DISTRICT ORDINANCE #1001 THAT WOULD AUTHORIZE THE ADDITION OF A SECOND DRIVE-THROUGH FACILITY IN THE DIERBERGS TOWN CENTER PROJECT, IN CONJUNCTION WITH A LINER BUILDING LOCATED ON OUTLET G, WHICH FRONTS ONTO THE INTERSECTION OF TAYLOR ROAD AND STATE ROUTE 100, BEING CONSISTENT WITH THE RECOMMENDATION REPORT PREPARED BY THE PLANING AND ZONING COMMISSION DATED FEBRUARY 1, 2016. (Ward Eight)

WHEREAS, one (1) of the first major projects in the newly-defined Town Center Area of Wildwood was Dierbergs Town Center, a development of over 150,000 square feet, anchored by a supermarket, four (4) liner buildings, and two (2) sections of in-line, multi-tenant spaces; and

WHEREAS, as part of this development, many new design components were employed to create the character sought by the tenants of New Urbanism, such as buildings fronting the street with little or no setback from it, engaging architecture, consistent and attractive streetscapes, and enjoyable public spaces, which all exist in this development; and

WHEREAS, the governing ordinance approved by the City Council contained a number of conditions to ensure that patrons of the businesses could park once and walk to multiple locations in a pedestrian friendly environment, leading to an allowance for only one (1) drive through facility, i.e. financial institution being authorized within the development's boundaries; and

WHEREAS, with the development of this site, after the ordinance's approval, a financial institution purchased an the outlot and installed the drive-through facility, which was authorized as part of the initial overall development; and

WHEREAS, the building located on Outlot G was also constructed about the same time as the development of the supermarket and its first tenant was an Applebee's Restaurant, which anchored this location at the major intersection of State Route 100 and the newly-constructed Taylor Road; and

WHEREAS, this tenant, one (1) of three (3) located in the building, was in place for less than three (3) years and closed the restaurant and, for the most part, the majority of this building has remained vacant for the last ten (10) plus years, which was a disappointment to all parties working to make the Town Center Area a viable location for all types of businesses; and

WHEREAS, a new party is interested in this space and has requested a drive-through facility in conjunction with its casual dining business, which requires a change to the governing ordinance for this purpose; and

WHEREAS, the Planning and Zoning Commission held a hearing on this matter at its February 1, 2016 meeting and heard the details relating to the relocation of the St. Louis Bread Company from Schnucks Wildwood Crossing to this location and the need for the drive-through facility, which its current location lacks, and has led the company to seek another site for this very popular Wildwood restaurant; and

WHEREAS, with supporting the design of the new drive-through facility and the current ordinance governing the overall development recommended for the needed changes, the Planning and Zoning Commission did add a number of modifications to the exiting legislation to ensure this new addition to the center functioned safely and addressed the tenants of the Town Center's walkability, as much as practically possible, leading to a list of conditions in this regard; and

WHEREAS, the vote on this matter was unanimous by the Planning and Zoning Commission and the recommendation was then forwarded to the City Council for its public hearing upon the changes to the governing ordinance, which was held on February 8, 2016, where a vote was taken in support of the preparation of legislation for these modifications, with the members noting the need to retain this use in the City and provide it the necessary components for it to be competitive and meet customers needs in today's world; and

WHEREAS, the City Council, through its Charter and under its vested authority in State Statute is empowered to consider such land use decisions and act accordingly to preserve and protect the public's health, safety, and general welfare.

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

Section One. The City of Wildwood Zoning Ordinances and Official Zoning District Maps, which are made a part hereof, are hereby amended by approving changes to existing Amended C-8 Planned Commercial District Ordinance #1001 (Town Center Downtown District) regulations, which are set forth therein for the following described tract of land:

A tract of land being part of Section 1, Township 44 North, Range 3 East, St. Louis County, Missouri, and being described as follows:

Beginning at a point in the Northern right-of-way line of Manchester Road, 60 feet wide, at its intersection with the East line of Taylor Road, 15 feet wide; thence leaving said Northern line of Manchester Road and running along the Eastern line of Taylor Road and the Eastern line of property conveyed to A.R. Harrell by deed recorded in Book 5168, Page 604 of St. Louis County records, North 1 degree 09 minutes 26 seconds East, 311.57 feet to the Northeast property and the Northern line of Taylor Road, North 86 degrees 52 minutes 37 seconds West, 325.61 feet to the Southeast corner of property conveyed to Roosevelt Motan by deed recorded in Book 2883, Page 367 of St. Louis County records; thence along the Eastern line of said Motan property and the Eastern line of property conveyed to Marshall Hinkle by deed recorded in Book 2909, Page 235 the Eastern line of property conveyed to Booker Holly by deed recorded in Book 3216, Page 355 and the Eastern line of property conveyed to K.R. and M.I. Berry by deed recorded in Book 6786, Page 1504, all of St. Louis County records, North 1 degree 20 minutes 23 seconds East 960.97 feet to a point in the Southern right-of-way line of Missouri State Route 100; thence along said right-of-way line, South 75 degrees 5 minutes 55 seconds East, 56.62 feet and South 85 degrees 02 minutes 20 seconds East, 679.67 feet to a point in the western line of Parcel #7of property conveyed to S. Lambeth by deed recorded in Book 6770, Page 218 of the St. Louis County records; thence along the Western line of said Lambeth property, South 1 degree 35 minutes 46 seconds West, 1090.28 feet to a point in the Northern right-of-way line of Manchester Road, as aforementioned; thence along right-of-way line South 72 degrees 31 minutes 40 seconds West, 424.92 feet to the point of beginning and containing 17.986 acres, and including the additional right-of-way area purchased from the State of Missouri along Route 100.

Section Two: The zoning authority and approval embodied in this ordinance is granted subject to compliance with the Subdivision and Development Regulations, Zoning Ordinance, and all other City of Wildwood ordinances, rules, and regulations and the conditions of this ordinance, except as, may be modified herein, upon the requirement the development and approved Site Development Plan are carried out in accordance with the recommendation forwarded to the City Council by the Planning and Zoning Commission within the communication dated February 1, 2016, which is incorporated herein by reference as is fully set forth in this ordinance. The zoning authority granted herein is further subject to the following conditions:

1. PERMITTED USES

The uses allowed in this Amended C-8 (Town Center Downtown) Planned Commercial District shall be limited to all permitted "Downtown" District uses as defined in the Town Center Plan (as amended March 2, 1998) with associated parking, excluding churches, recreational facilities (including indoor theaters and outdoor activities), hotels, sewage treatment plants, research laboratories and facilities, and office/warehouse units.

2. FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS

a. The uses permitted in this Amended C-8 Planned Commercial District shall be contained in a total of six (6) buildings (Buildings A through C (main building complex), as shown on petitioner's Preliminary Development Plan, and for the purposes of this ordinance, shall constitute a single building) not to exceed one hundred fifty-one thousand (151,000) square feet in gross floor area. Of these one hundred fifty-one thousand (151,000) square feet, maximum allowable building sizes shall be as follows:

Building Type**	Size (square feet)
Retail (Building A)	21,500
Supermarket (Building B)	73,000
Retail (Building C)	11,000
Retail (Building D)	6,600
Retail (Building E)	6,600
Restaurant (Building F)	6,600 or 150 seats
Restaurant (Building G)	13,000 or 300 seats
~~Filling Station and related~~ Retail ~~(authorized in lieu of Building H)~~	4,200
Financial Institution, with a Drive Through Facility ~~Retail/Restaurant/Other (Building H)~~	~~7,500 or 150 seats~~

** The designated use of "retail," "office," and "restaurant" may be interchanged for purposes of the permitted uses.

b. The maximum number of out-parcels located abutting the Taylor Road right-of-way shall be four (4) in total, with no more than five (5) out-parcel buildings within the boundaries of this Amended C-8 Planned Commercial District. The orientation of these buildings shall be as shown on the Site Development Plan submitted by the petitioner, as part of the rezoning request.

c. Out-parcel buildings abutting Taylor Road shall be designed to accommodate a liner footprint, with a depth no greater than eighty (80) feet.

d. Only one (1) fast-food restaurant, with a drive-through facility, ~~or a filling station for automobiles with related retail~~ shall be allowed within the boundaries of this Amended C-8 Planned Commercial District. ~~Whichever of the two (2) uses is selected, either~~ **The fast-food restaurant** ~~or the filling station for automobiles and related retail it~~ **must be located on Outlot G and comply with the following requirements:** ~~and H only~~

I. **No parking spaces shall be located in the center of the drive-through lane and that area must be used solely for a planter island and other landscaping treatments.**

II. **The reconstructed trash enclosure area's materials shall match the colors, characteristics, and design of the building that is located on Outlot G.**

III. **The approach to the trash enclosure shall be of concrete construction and its specifications and length to be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

IV. **The drive-through facility must be reviewed and acted upon by the Metropolitan St. Louis Sewer District (MSD) and the Metro West Fire Protection District.**

V. **The portion of the drive-through lane that faces onto the property's State Route 100 frontage shall be screened through the use of the current combination of fencing, stone piers, and landscaping, similar to that already in place to the east of this location on the same lot. This combination of fencing, stone piers, and landscaping shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.**

VI. **A pedestrian connection shall be made from the City's multiple-use trail to Outlot G, which complies with its specifications for width, materials, construction specifications, and design. This pedestrian connection shall be shown on the Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission**

e. ~~The size of the canopy in association with the filling station for automobiles with related retail shall be a maximum of 6,050 square feet in overall area. The height of the canopy, as measured from finish pavement grade to its underside, shall not exceed fourteen point five (14.5) feet in size.~~

f. ~~No more than eight (8) pump islands shall be authorized in conjunction with the filling station for automobiles with related retail use.~~

e. No more than two (2) docking areas shall be constructed in conjunction with the proposed supermarket building that is part of this development. Docking area shall be located along the full distance of the north and south walls of the supermarket building only. Appropriate screen walls or landscaping shall be installed as part of these areas to minimize visual intrusions onto adjoining properties and State Route 100. If screen walls are used, these structures shall be of the same material, color, and style of the main building's composition and be reviewed and acted upon by the Architectural Review Board as part of the required renderings.

f. No structure or building shall exceed sixty (60) feet in overall height as measured from final finish grade. This height requirement shall apply to all rooftop architectural treatments as well. The height of the flagpole can be increased to a maximum of eighty (80) feet in size, if the developer authorizes its use for WIFI Internet access antenna in support of the City of Wildwood's wireless network for the Town Center Area.

g. The area of this Amended C-8 Planned Commercial District shall be a minimum of eighteen (18) acres in overall size.

h. The proposed architectural design, character, and style of all buildings shall adhere to the City of Wildwood's Town Center Architectural Guidelines, Neighborhood Design Standards, and any other applicable requirements of the Town Center Plan. Particular attention must be paid to the east facade of the main building complex and any building which fronts or has visibility from a roadway relative to building materials, openings, elements, and color to ensure their appearance is consistent with the other elevations. Approval of the required design shall be by the Architectural Review Board. Minimally, all buildings shall maintain a consistent theme throughout the boundaries

of this Amended C-8 Planned Commercial District in terms of material, color, and style. Buildings D and E shall each include direct pedestrian entrances to and facing the Taylor Road right-of-way.

3. SITE DEVELOPMENT PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the date of approval of the preliminary development plan by the City Council, the developer shall submit to the Planning and Zoning Commission for its review and approval a Site Development Plan. Where due cause is shown by the petitioner, this time interval may be extended through appeal to and approval by the Planning and Zoning Commission. The Site Development Plan shall include, but not be limited to, the following:

a. Outboundary and legal description of the property.
b. Location map of generalized nature, north arrow, and plan scale.
c. Location and size of all proposed structures, including canopies, arcades, business signage, and any garden or retaining walls.
d. Location and size of all parking areas and corresponding parking calculations.
e. Existing and proposed contours at two (2) foot intervals.
f. Roadways and driveways on and adjacent to the property in question including required right-of-way dedication, pavement widening, and cross access easement areas.
g. The design, location, and size of all proposed lighting, fences, and dock and trash areas.
h. A landscape plan including, but not limited to, the location, size, and general type of all plant and other materials to be used. (See Landscape Requirements Section of this Ordinance).
i. The approximate location of all stormwater and sanitary sewer facilities.
j. Parking and structure setbacks from adjacent property lines.
k. Location of all existing and proposed easements.
l. Location and method of protecting existing tree stands to be preserved.
m. A description of the area's (all surrounding properties within four hundred (400) feet of the subject site) infrastructure and site improvements of a general nature. Principally, building locations on individual properties, curb cuts and driveway locations along the right-of-way, as well as other natural and man-made features must be shown.
n. All other information not mentioned above, but required on a preliminary plat in accord with Section 1005.060 of the City of Wildwood Subdivision Ordinance.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Building Setbacks

a. All buildings or structures, excluding boundary, garden and/or retaining walls, fences or flagpoles/WIFI antenna, shall adhere to the setbacks therein established by the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

   i. The two (2) outlot buildings located adjacent to or abutting the proposed State Route 100 right-of-way shall not be located more than one hundred fifty (150) feet from this boundary line, nor closer than thirty (30) feet to the same.

ii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall be located a minimum of four hundred (400) feet from the proposed Taylor Road right-of-way.

iii. The main building complex (Buildings A through C as shown on the petitioner's Site Development Plan) shall not be located any closer than two hundred twenty (220) feet from the proposed State Route 100 right-of-way. Additionally, this building complex shall not be located any closer than two hundred (200) feet from the Manchester Road right-of-way.

Parking Setbacks

b. All parking stalls, loading spaces, internal drives or roadways, excluding points of ingress and egress, shall adhere to the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District, unless otherwise noted below:

i. Twenty (20) feet from the proposed State Route 100 right-of-way line.
ii. Ten (10) feet from the proposed Taylor Road right-of-way line.
iii. One hundred sixty (160) feet from the Manchester Road right-of-way line.

Minimum Parking Requirements

c. Minimum parking requirements shall be set forth in the City of Wildwood's Town Center Neighborhood Design Standards for the Commercial District and Section 1003.165 Parking Regulations of the City of Wildwood's Zoning Ordinance, except that four (4) spaces per one thousand (1000) square feet of gross floor area shall be allowed for all retail and supermarket uses contained in the main building complex.

Access and Roadway Improvements, including sidewalks

d. Improvements to Manchester Road shall conform to the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and be as directed and approved by the Department of Public Works. These improvements shall only be required for one-half (1/2) of the right-of-way along petitioner's frontage. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Manchester Road and be approved by the Department of Public Works. These requirements may be required to be escrowed with the City of Wildwood for future installation at the discretion of the Department of Planning and the Department of Public Works.

e. Access to this development from Manchester Road shall be limited to one (1) commercial entrance designed in accordance with the City of Wildwood's Street Specifications of the Town Center and as directed by the Department of Public Works. This access point shall be coordinated with the dedication of the ten (10) foot roadway easement along the east property line of this development, and shall not be installed until such time an additional ten (10) foot roadway easement is obtained from the adjoining property. Installation shall not be the responsibility of either property owner where the easement is located. The Planning and Zoning Commission shall complete the dedication of this roadway easement, as part of the Site Development Plan review process.

f. Provide a sidewalk conforming to City of Wildwood ADA standards along Manchester Road (right-of-way area only) as directed by the Department of Public Works. Said walk shall conform to the City of Wildwood's Street Specifications of the Town Center Plan. Said improvement may be escrowed at the discretion of the Department of Planning and the Department of Public Works.

g. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of State Route 100 and its intersection with the proposed Taylor Road as directed by the Missouri Department of Transportation. Verification of ownership of any excess right-of-way from the State of Missouri along State Route 100 must be provided in the form of a Purchase Agreement prior to approval of the Site Development Plan by the Planning and Zoning Commission.

h. Conform to all of the requirements of the Missouri Department of Transportation regarding the required State Route 100 roadway improvements. Improvements shall be as directed by the Missouri Department of Transportation.

i. Install traffic signals at the State Route 100/Taylor Road intersection and the Main Street/Taylor Road intersection and provide for underground interconnects, if required, as directed by the Missouri Department of Transportation and the Department of Public Works. The installation of the Taylor Road/Main Street signal will be required with the initial construction of the development. The installation of this signal will be based upon the City's traffic warrants indicating the need for it, but shall be operational at the time of the supermarket's opening.

j. Provide a twelve (12) foot wide easement outside the State Route 100 right-of-way, and complete finish grading thereof, for the installation of a multiple use trail which conforms with the City of Wildwood's ADA requirements as directed by the Department of Public Works. The installation of this trail will also be the responsibility of the developer and be reviewed and acted upon as part of the Site Development Plan process, unless an escrow is authorized for its future installation by the City Council. This improvement may be considered as one of the green space and public space requirements of the Town Center Plan Commercial District designation.

k. No vehicular access shall be allowed from this development to State Route 100, except as directed Missouri Department of Transportation and the Department of Public Works.

l. Dedicate all the right-of-way, easements, and licenses within the subject site as necessary for the improvement of the proposed Taylor Road as directed by the Department of Public Works.

m. Within the dedicated right-of-way for Taylor Road, construct said roadway, sidewalks, and improvements in conformance with the requirements of the City of Wildwood's Street Specifications of the Town Center Plan and as directed by the Department of Public Works. All streetscape requirements (street trees, lights, signs, waste receptacles, benches, and other items shall consist of approved materials) shall be installed as required by the City of Wildwood's Town Center Plan within the right-of-way of Taylor Road and be approved by the Department of Public Works, but not before a final design study is prepared and completed by a qualified consultant indicating the most appropriate design of these improvements is achieved with regards to the requirements of the Town Center Plan. Taylor Road access to Manchester Road shall align with Village Hills Parkway to the south.

n. Access to this development from Taylor Road shall be limited to two (2) commercial entrances designed in accordance with the City of Wildwood's Street Specifications of the Town Center and be located as per the Site Development Plan. The northernmost entrance along Taylor Road shall maintain a minimum distance of three hundred (300) feet from State Route 100 (as measured from edge of proposed pavement of State Route 100 to the centerline of the access point).

Miscellaneous Roadway Requirements

o. Provide cross access easement and temporary slope construction license, or other appropriate legal instrument or agreement guaranteeing permanent access between this site and adjacent properties, as directed by the Departments of Planning and Public Works.

p. Parking shall be prohibited along both sides of the main drive aisles serving this development. Parking lot aisles, where possible, should intersect the main and minor driveways at right angles and be logically located opposite minor driveways and other parking lot aisles. Minor driveways shall not intersect the two (2) main east/west drive aisles closer than one hundred fifty (150) feet of the centerline of the proposed Taylor Road right-of-way.

q. Installation of identification signage and landscaping shall be reviewed by the Department of Public Works for sight distance considerations and approved prior to installation.

r. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public road right-of-way. Utility relocation cost shall not be considered as an allowable credit against the petitioner's traffic generation assessment contributions. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of road improvements. All utilities within the district and on rights-of-way otherwise constructed on pursuant to this authorization shall be installed and placed underground in locations as approved by the Director of Public Works. The primary line may be elevated and located on the east property line, with it indicated on the Site Development Plan for review and consideration.

s. The developer shall extend the southernmost access point and internal drive to the easternmost property line (currently owned by the Wildwood Christian Church) for future access to this parcel of ground. The location of this internal drive shall be as directed by the Department of Public Works. This internal drive shall maintain a minimum twenty-two (22) foot width along its length. The intersection of this internal drive shall be coordinated with the dedication of the ten (10) foot roadway easement to the south.

t. The two (2) internal access drives, and the main drive aisle in front of the main building complex, shall comply with the Streetscape Requirements of the Town Center Plan in terms of improvements, such as sidewalks, street trees and lights, and pedestrian furniture.

Landscape Requirements - Specific

u. Building and parking setbacks shall be landscaped in accord with Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

v. All stormwater facilities shall be appropriately landscaped and comply with the Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual.

w. All new landscaping materials shall meet the following criteria: Deciduous Trees - two and one-half (2 1/2) inch minimum caliper; Evergreen Trees - Six (6) feet minimum height; and Shrubs- twenty-four (24) inch minimum height.

x. Replanting of trees shall conform to the requirements of Chapter 410 of the City of Wildwood's Codified Ordinances and its accompanying Tree Manual to achieve a minimum amount of thirty (30) percent canopy area on this site. Tree selection and location shall be reviewed and acted upon by the Planning and Zoning Commission as part of the Site Development Plan process. Street tree planting patterns must be based and comply with the Town Center Streetscape Design.

y. A Registered Landscape Architect shall prepare and sign all Landscape Plans for this development.

Lighting Requirements

z. Light standards shall not exceed sixteen (16) feet in height, but not including a thirty (30) inch base painted to match the color of the respective pole. No on-site illumination source shall be so situated that light is cast directly on adjoining properties or public roadways. Illumination levels shall comply with the provisions of the City of Wildwood's Zoning Code proposed Section 1003.160 "Outdoor Lighting Requirements, which are on file with the City Clerk of the City of Wildwood." A Lighting Study shall be submitted in conjunction with the Site Development Plan indicating compliance to these requirements. The location of all light standards and their design and appearance shall be approved by as the Planning and Zoning Commission on the Site Development Plan.

Sign Regulations

aa. All signage shall be in accord with the requirements of the City of Wildwood's Town Center Architectural Guidelines, subject to the following:

i. A total of four (4) freestanding monument style signs shall be allowed within the boundaries of the Amended C-8 Planned Commercial District. One (1) sign shall be authorized at the Taylor Road/State Route 100 intersection, with the second situated at the southern access point into this development along its Taylor Road frontage. These two (2) signs cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height (as measured from adjoining roadway grade) and can only be externally illuminated or halo-lit by approved sources. A single sign shall be authorized along the property's State Route 100 frontage and it cannot exceed seventy-five (75) square feet each in overall size or ten (10) feet in height and may be internally or externally illuminated or halo-lit by approved sources, as measured from adjoining roadway grade. The location of all signage shall be as approved by the Planning and Zoning Commission on the Site Development Plan. These signs must be integrated into the design of the garden walls proposed at these locations, except the State Route 100 location.

ii. A fourth monument sign shall be allowed along Manchester Road frontage. This sign shall not exceed fifty (50) square feet in overall size, or ten (10) feet in height, as measured from adjoining roadway grade. This sign shall be externally illuminated by approved sources.

iii. The four (4) authorized monument signs shall comply with the City of Wildwood Zoning Code, Section 1003.168 Sign Regulations for the C-2 Shopping District, where consistent and applicable to this type of signage.

iv. Wall signage and lighting shall comply with the City of Wildwood's Town Center Plan Architectural Guidelines (see Department memorandum for definitions of lighting sources and characteristics), and all other applicable requirements therein stated, and the regulations of the C-2 Shopping District, except as follows:

v. Building B (Supermarket) - A total of five (5) signs shall be authorized. These five (5) signs may be illuminated by either internal or external or halo-lit by approved designs.

vi. Buildings A and C (in-line tenant spaces) - A total of one (1) sign per tenant bay shall be authorized, and these signs may be internal or external illuminated or halo-lit by approved designs, while maintaining a consistent character of design relative to the overall appearance of the development.

vii. Outlot H (State Route 100 outlot building) - A total of three (3) signs shall be authorized for this building and they shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may be internally illuminated by approved designs.

viii. Buildings D, E, F, and G (Taylor Road frontage) – These signs shall comply with Section 1003.168(B) Sign Regulations for all "C" Districts of the City of Wildwood Zoning Code for the C-2 Shopping District. These signs may only incorporate external or backlit illumination sources of an approved design. Only two (2) signs shall be authorized per tenant.

ix. No advertising, temporary, or portable signs shall be authorized in this Amended C-8 District development. No other signs shall be authorized, except as may comply with the C-2 Shopping District Regulations of the City of Wildwood Zoning Code and the Town Center Plan's Architectural Guidelines.

Miscellaneous Conditions

bb. All trash areas shall be enclosed with a six (6) foot high sight-proof wall (with gate) and be appropriately landscaped around its perimeter, if applicable. The location and design of the enclosure shall be approved by the Planning and Zoning Commission on the Site Development Plan. The design of this enclosure shall reflect the appearance, character, and style, in terms of its color, material, and composition, of the approved architecture of the main building complex.

cc. Handicap parking and access requirements shall comply with Section 512.4 of the City of Wildwood Building Code.

dd. All rooftop mechanical equipment shall be screened from view on all sides of the building's facade in an architecturally consistent manner in terms of color and style with the main building complex. Screening shall be reviewed and considered by the Architectural Review Board at the time of the renderings submittal.

ee. The design, color, material, and location of all walls shall be consistent with the requirements of the Town Center Plan's Architectural Guidelines and be shown on the Site Development Plan for review and action by the Planning and Zoning Commission.

ff. All deliveries and trash pick-up vehicles must access Taylor Road from State Route 100 or Old Manchester Road only. No deliveries or trash pick-up can occur between the hours of 11:00 p.m. and 6:00 a.m., seven (7) days per week.

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

5. TRAFFIC GENERATION ASSESSMENT

The developer shall contribute to the East Area Corridor Traffic Generation Assessment Road Trust Fund established by Chapter 140 of the City's Codified Ordinances. This contribution shall not exceed an amount established by multiplying the proposed parking spaces by the following rate schedule.

Type of Development	Required Contribution
General Office	$448.27/Parking Space
Quality Restaurant	$448.27/Parking Space
General Retail	$1,344.88/Parking Space
Shopping Centers	$1,344.88/Parking Space
High-Turnover, Sit-Down Restaurants	$1,344.88/Parking Space
Bank	$2,689.85/Parking Space
Drive-In, Fast-food Restaurant	$2,689.85/Parking Space
Filling Station for Automobiles	$8,965.94/Parking Space
Medical Offices	$1,344.88/Parking Space
Loading Space	$2,200.73/Loading Space

(Parking space as required by Section 1003.165 of the City of Wildwood Zoning Ordinance.)

If types of development proposed differ from those listed, rates shall be provided by the Department of Planning.

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

The amount of this required contribution, if not submitted by January 1, 2003, shall be adjusted on that date and on the first day of January in each succeeding year thereafter in accord with the construction cost index as determined by the City of Wildwood Department of Public Works.

6. VERIFICATION PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

Prior to the approval of the Site Development Plan, the petitioner shall:

Stormwater Management

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

   i. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood and Metropolitan St. Louis Sewer District Standards.
   ii. All stormwater shall be discharged at an adequate natural discharge point.
   iii. Detention or differential runoff of stormwater is at the discretion of Metropolitan St. Louis Sewer District. If required by Metropolitan St. Louis Sewer District and the Department of Public Works, it shall be provided in permanent detention facilities, such as: dry reservoirs, ponds, or another acceptable alternative. The detention facilities shall be completed and in operation prior to paving of any driveways or parking areas.

b. The southernmost detention basin adjacent to Manchester Road shall be constructed with the use of a 1:1 slope along its northern face. In conjunction with this slope, a rock dam, of appropriate native stone or other material, shall be constructed to support this facility's design. A Geotechnical Engineer shall verify that said design is appropriate and the soil and rock combination will support the improvements. The location and design of this facility shall be shown on the Site Development Plan and be reviewed and as approved by the Planning and Zoning Commission.

c. The proposed wall along Manchester Road, which is part of this southernmost detention area, shall not exceed a height of fourteen (14) feet at final finish grade. The wall shall be constructed of an appropriate material, such as brick, stone, concrete, or other similar material, and complement the surrounding area. The color, design, material, and location will be shown and noted on the Site Development Plan and reviewed and considered by the Planning and Zoning Commission. However, no portion of this wall can encroach within forty (40) feet of the Manchester Road right-of-way. An eight (8) foot multiple use trail, benches, and related landscaping shall be placed adjacent to the detention area connecting to and or along Manchester Road from the main parking area. Said trail may not meet ADA requirements due to topography or other related construction requirements due to surrounding terrain.

Geotechnical Report

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

7. RECORDING

Within sixty (60) days of approval of the Site Development Plan by the Planning and Zoning Commission, the approved plan shall be recorded with the St. Louis County Recorder of Deeds.

8. VERIFICATION PRIOR TO BUILDING PERMITS

Subsequent to approval of a Site Development Plan, and prior to issuance of any building permit, the following requirements shall be met:

Landscape Bonds or Escrows

a. If the estimated cost of new landscaping required by the Planning and Zoning Commission on the Site Development Plan exceeds one thousand ($1,000) dollars, as determined by a plant nursery, the petitioner shall furnish a two (2) year deposit or escrow sufficient in amount to guarantee the installation and maintenance of said landscaping in a form determined by the Director of Planning.

Notification of Public Works

b. Prior to issuance of foundation or building permits, all approvals from the Department of Public Works, the Missouri Department of Transportation, the Missouri Department of Natural Resources, the U.S. Army Corp. of Engineers, and the Metropolitan St. Louis Sewer District must be received by the Department of Planning.

Certification of Plans

c. Provide verification that construction plans are designed to conform to the requirements and conditions of the Geotechnical Report. The Geotechnical Engineer shall be required to sign and seal all plans.

Traffic Generation Assessment Contribution

d. Traffic generation assessment contribution, minus the amount of money advanced by the developer for improvements of the right-of-way acquisition and construction improvements, including engineering incidental thereto, (already in place) shall be deposited with City of Wildwood in the form of cash prior to the issuance of building permits.

Roadway Improvements

e. Road improvements and right-of-way dedication shall be completed, or the appropriate escrow established, prior to the issuance of an occupancy permit. As previously noted, the delays due to utility relocation and adjustments will not constitute a cause to allow occupancy prior to completion of road improvements.

9. GENERAL DEVELOPMENT CONDITIONS

a. A grading permit is required prior to any grading on the site. No change in watersheds shall be permitted. Interim stormwater drainage control in the form of siltation control measures is required.

b. Provide adequate temporary off-street parking for construction employees. Parking on non-surfaced areas shall be prohibited in order to eliminate the condition whereby mud from

construction and employee vehicles is tracked onto the pavement causing hazardous roadway and driving conditions.

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

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

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

f. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this ordinance or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Amended C-8 District Ordinance, except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning or other development regulation of the City whether by implication or reference.

g. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision Code, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Amended C-8 Planned

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

This Bill was passed and approved this _____ day of _____, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

_____ _____

Presiding Officer The Honorable Timothy Woerther, Mayor

ATTEST:

_____ _____

City Clerk City Clerk

BILL #2158 **ORDINANCE #2158**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO A CONTRACT WITH KRUPP CONSTRUCTION FOR THE DEVELOPMENT OF A CONNECTOR TRAIL BETWEEN BLUFF VIEW PARK AND THE ROCK HOLLOW VALLEY, AS INDICATED IN THE BID DOCUMENTS AND SPECIFICATIONS, ALL IN KEEPING WITH THE DOCUMENTATION SUBMITTED BY SUCH IN RESPONSE TO THE CITY'S ADVERTISEMENT IN THIS REGARD. (Ward Six)

WHEREAS, the City has been planning for the connection of the Bluff View Park's natural surface trail to the Rock Hollow Valley for many years; and

WHEREAS, this connection would allow for direct access between these two (2) large public holdings and offer a range of users a system of natural surface trails that would accommodate over eleven (11) miles of use and enjoyment; and

WHEREAS, this connector trail was not needed until such time when the Rock Hollow Valley's Trail and Bluff View Park and Trail were completed and opened for public use, which was finally achieved in August 2015; and

WHEREAS, this connector trail was planned to be approximately two thousand (2,000) feet in distance, constructed with a natural surface, and have a width of four (4) feet; and

WHEREAS, *terraspec* was chosen to design and engineer the necessary plans and bidding specifications to begin the development of this connecting trail corridor, which led to a bidding process that concluded in December 2015; and

WHEREAS, the bidding process led to the submittal of three (3) bids by different companies, all of which were competitive and met the requirements set forth by the City for this project; and

WHEREAS, one (1) of these bids was from **Krupp Construction**, whose base bid was the lowest of those submitted for this project at $168,937.00; and

WHEREAS, the Planning/Economic Development/Parks Committee reviewed the bids at its January 2016 meeting and noted the recommended contractor and cost of the project all appeared to be reasonable, supported such, and made a recommendation to present the matter to City Council for its consideration and action, which occurred at its February 8, 2016 meeting; and

WHEREAS, the City Council, upon receipt of the Committee's report, noted in its action, the general contracting component's cost was within the defined budget and would finally allow for the project to proceed to construction, thereby adding another amenity to this active use area of Wildwood; and

WHEREAS, it is the City's intent to open this trail improvement for public use in 2016, so all can enjoy the beauty and recreational features it has to offer in the already popular Meramec River Valley.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes and directs the Mayor of the City of Wildwood, Missouri to enter into a contract with **Krupp Construction** to construct the planned connector trail between the Bluff View Park and Trail and

the Rock Hollow Valley, per the components set forth in the attached description of the City's standard Professional Services Contract.

Section Two. This contract is authorized and approved on a not-to-exceed basis at a total amount of *one hundred sixty-eight thousand nine hundred thirty-seven dollars* ($168,937.00) and shall be completed no later than July 31, 2016.

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

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

_____	_____
Presiding Officer	**Timothy Woerther, Mayor**

ATTEST:

_____	_____
City Clerk	**City Clerk**

WILDWOOD

Project Manual

Bluff View Park Connector Trail
To
Rock Hollow Valley

Bid Opening: December 3, 2015

10:30 AM CST

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INVITATION FOR BIDS

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

The Scope of Work includes; **Crushed Aggregate Trail (2050 lf, 4' wide), associated Clearing, Earthwork, Grading, Storm Drainage Culverts, Boulder Retaining Walls Seeding/Mulching, and Misc. Site Furnishings.**

Bid packages are available, NOVEMBER 10, 2015 after 8:00 A.M. CST, from *terraspec*, located at 5030 Griffin Road, St. Louis, MO 63128, upon payment of a non-refundable fee of $40 per set. *Checks made payable to "terraspec"*

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

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

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

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

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

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

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

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

In the presence of : _____ (SEAL)

_____ By: _____

_____ (SEAL)

_____ By: _____

GENERAL CONDITIONS OF CITY-CONTRACTOR AGREEMENT

ARTICLE I

CONTRACT DOCUMENTS

1.1 DEFINITIONS

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

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

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

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

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

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

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

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

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

1.3 COPIES FURNISHED AND OWNERSHIP

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

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

ARTICLE II

CITY

2.1 DEFINITION

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

2.2 CITY'S RIGHT TO STOP THE WORK

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

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

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

ARTICLE III

CONTRACTOR

3.1 DEFINITION

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

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

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

3.3 LABOR AND MATERIALS

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

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

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

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

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

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

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

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

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

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

3.4 WARRANTY

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

3.5 PERMITS, FEES AND NOTICES

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

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

3.6 SUPERINTENDENT

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

3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

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

3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE

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

3.9 CLEANING UP

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

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

3.10 INDEMNIFICATION

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

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

3.11 CASH ALLOWANCES

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

ARTICLE IV

SUBCONTRACTORS

4.1 DEFINITION

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

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

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

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

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

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

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

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

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

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

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

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

4.3 SUBCONTRACTUAL RELATIONS

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

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

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

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

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

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

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

4.4 PAYMENTS TO SUBCONTRACTORS

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

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

ARTICLE V

SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

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

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

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

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

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

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

5.3 CITY'S RIGHT TO CLEAN UP

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

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.1 GOVERNING LAW

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

6.2 SUCCESSORS AND ASSIGNS

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

6.3 NOTICES

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

6.4 RIGHTS AND REMEDIES

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

6.5 ROYALTIES AND PATENTS

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

6.6 TESTS

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

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

6.8 PAYMENT AND PERFORMANCE BOND

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

ARTICLE VII

TIME

7.1 DEFINITIONS

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

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

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

7.2 PROGRESS AND COMPLETION

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

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

ARTICLE VIII

PAYMENTS AND COMPLETION

8.1 CONTRACT SUM

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

8.2 APPLICATION FOR PAYMENT

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

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

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

8.3. PAYMENT

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

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

8.4 COMPLETION AND FINAL PAYMENT

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

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

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

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

ARTICLE IX

PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

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

9.2 SAFETY OF PERSONS AND PROPERTY

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

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

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

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

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

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

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

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

ARTICLE X

INSURANCE

10.1 CONTRACTOR'S LIABILITY INSURANCE

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

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

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

10.2 PROPERTY INSURANCE

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

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

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

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

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

ARTICLE XI

CHANGES IN THE WORK

11.1 CHANGE ORDERS

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

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

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

11.2 CLAIMS FOR ADDITIONAL COST

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

11.3 MINOR CHANGES IN THE WORK

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

changes shall be binding on the City and the Contractor.

ARTICLE XII

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

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

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

12.2 CORRECTION OF WORK

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

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

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

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

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

12.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

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

ARTICLE XIII

SPECIAL PROVISIONS

13.1 OVERTIME

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

CITY HOLIDAYS

There are eleven (11) holidays. They are:

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

13.2 PRECONSTRUCTION CONFERENCE

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

13.3 SEQUENCE OF WORK

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

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

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

13.4 CONSTRUCTION LIMITS

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

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

13.5 TESTING

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

ARTICLE XIV

CONSTRUCTION SAFETY PROGRAM REQUIREMENTS

14.1 TRAINING

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

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

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

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

ARTICLE 10

BID FORM PROPOSAL

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

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

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

TO: CITY OF WILDWOOD, MISSOURI

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

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

BASE PROPOSAL TOTAL 168,937.00

One Hundred ~~Forty~~ Sixty-Eight Thousand Nine hundred Thirty seven & no/100 DOLLARS ($ ~~168,937.00~~ mjk)

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

THERE ARE NO ALTERNATES ON THIS PROJECT

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

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

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

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

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

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

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

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

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

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

13. The bid security attached in the sum of 5% ($7,446.85) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the owner caused thereby.

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

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

15. Bidder acknowledges receipt of the following Addenda:

Addendum No. N/A Dated _____
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____

Respectfully submitted,

Mark Reizer
President

Name and Signature of Bidder

If an **INDIVIDUAL**

_____
Name of Individual

_____
Firm Name, if any

_____
Residence Address

_____
Address for Communications

If a **CORPORATION**

L.F. Krupp Construction
Name of Corporation

Mark Reizer
President
Name and Title of Officer

415 Old State Rd
Ellisville, MO 63021
Address for Communications

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

2. Licensed to do business in Missouri?

Yes ✓ No _____
(Check One)

If a **PARTNERSHIP**

_____
Name of Partnership

_____
Partner

_____
Address for Communications

State names and residence addresses of <u>all</u> partners

_____
_____
_____

SUBCONTRACTOR UTILIZATION FORM

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

1. Name of Bidder: Krupp Construction

2. Address Bidder: 415 Old State Rd Ellisville MO 636-3918844
City State Zip Phone

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

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

A. Total of Above 0

B. Total Bid Amount 148,937.00

Subcontractor Utilization as a % of Total Bid Amount: (A/B x 100) 0

MARK RIZER 12-9-15

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

Mark Rizer
Name-Authorized Officer of Bidder

Signature-Office Bidder

12-3-2015
Date

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

NON-COLLUSION AFFIDAVIT

STATE OF Missouri,

COUNTY OF St. Louis,

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

SIGNED:

Randall Brandt

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

Seal of Notary

Sharon M. Davison

Notary Public

SHARON M. DAVISON
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: July 21, 2016
Commission Number: 12380587

Bid Bond

CONTRACTOR:
(Name, legal status and address)
L.F. Krupp Construction, Inc. dba Krupp Construction
415 Old State Road
Ballwin, MO 63021

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

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

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

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

PROJECT: Bluff View Trail Site Improvements
(Name, location or address, and Project number, if any)

Project Number, if any:

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

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

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

Signed and sealed this 3rd day of December, 2015

Shari Dawn
(Witness)

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

(Title) Mark Reizer, President

Carolyn Sutton
(Witness)

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

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

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER.

TRAVELERS

POWER OF ATTORNEY

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

Attorney-In Fact No. 229546

Certificate No. 006404902

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

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

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

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

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

State of Connecticut
City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

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

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

MARIE C. TETREAULT NOTARY PUBLIC CONNECTICUT

Marie C. Tetreault
Marie C. Tetreault, Notary Public

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

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

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

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

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

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

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

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

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

Kevin E. Hughes, Assistant Secretary

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

City of Wildwood

CITY-CONTRACTOR AGREEMENT

This City–Contractor Agreement "Agreement" is made and entered into this **14th** day of **March 2016**, by and between the **City of Wildwood, Missouri** (hereinafter called the "City") and **L.F. Krupp Construction**, with offices located at **415 Old State Road, Ellisville, Missouri 63021** (hereinafter called the "Contractor").

WITNESSETH:

The Contractor and the City, for the consideration set forth herein, agree as follows:

ARTICLE I.

The Contract Documents

The Contract Documents, hereby placed on file with the City Clerk, consist of the General Conditions of City-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, Performance Payment Bond, Specifications, Drawings, the Construction Schedule, all Addenda, and all Modifications issued after execution of this Agreement, which together with this Agreement form the entire agreement, obligations and duties of the parties, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of City-Contractor Agreement are applicable to this Agreement.

ARTICLE II.

Scope of Work

The Contractor, acting as an independent contractor, shall do everything required by the Contract Documents (the "Work") and shall timely complete the project in strict compliance with all requirements and specifications set forth in the Contract Documents. Contractor represents and warrants that it has special skills which qualify it to perform the Work in accordance with the Contract Documents, and that it is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of

which would prevent or interfere with the performance, in whole or in part, of the Work. All Work shall be performed in compliance with all applicable federal, state, and City laws and regulations, including but not limited to all grading, construction and zoning ordinances of the City.

ARTICLE III.

Time of Completion

All time limits stated in the Contract Documents are of the essence. The Work to be performed here under shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor. Working days for the completion of the Work have been established. The count of working days will start on the date the Contractor starts any construction operations on this project and all Work shall be completed within the working days specified below.

Calendar Days: **One Hundred Thirty-Nine (139)**

Should the Contractor, or in case of default, the surety, fail to complete the Work within the working days or the completion date specified, whichever occurs first, a deduction of the amount stipulated in Article V will be made for each day that the Work remains uncompleted.

ARTICLE IV.

The Contract Sum and Payments

The City shall pay the Contractor for the performance of the Work the total sum of **One Hundred Sixty-Eight Thousand Nine Hundred Thirty-Seven Dollars and No Cents ($168,937.00 - the "Contract Sum")** based upon Applications for Payment submitted by the Contractor on or before the twentieth (20th) day of the month for Work completed in accordance with the General Conditions in the following manner:

(1) On or about the tenth (10th) day of each following month, ninety percent (90%) of the portion of the Contract Sum properly allocable to labor, materials and equipment

incorporated into the Work, and ninety percent (90%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth (20th) of the preceding month, less the aggregate of all previous progress payments;

(2) Upon completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum; and

(3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Work fully performed.

(4) The retainage amount withheld by subsections (1) and (2) above shall not exceed any maximum amount permitted by law

ARTICLE V.

Performance of the Work

(a) Within seven (7) calendar days after being selected, the Contractor shall prepare and submit for the City's approval (1) a Construction Schedule for the Work in a bar chart format which Construction Schedule shall indicate the dates for starting and completing the various stages of construction and (2) a Traffic Control Plan indicating the location of all proposed signage, detours and road closures throughout the project which adequately address the traffic control plan of the proposed Work. All traffic control shall be according to the standards of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. The Notice To Proceed shall be issued within 10 working days of the selection, however, no Work will commence until the Contractor's Construction Schedule and traffic control plan are submitted and approved by the City. The Contractor shall be required to substantially finish portions of the Work as designated by the Director of Public Works prior to continuation of further Work remaining on the project. This may include backfilling, seeding, or cleanup as designated by the Director of Public Works.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Agreement. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provisions of Article VI hereof, the Contractor shall pay the City, as liquidated damages and not as a penalty, the sum of **one hundred dollars ($100.00)** for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(c) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the Work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason, it shall promptly take, and cause its Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied; provided, however, that if the delay is excusable under Article VI hereof, the Contractor will not be required to take, or cause its Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime, premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay, which is not excusable under Article VI hereof, or is not approved in advance by the City, shall be borne by the Contractor.

ARTICLE VI.

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required

to pay liquidated damages to the City pursuant to paragraph (b) of Article V hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so substantial that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of its rights under this Article VI.

ARTICLE VII.

Changes in the Work or Cost of Work

(a) The City may make changes within the general scope of the project by altering, adding to or deducting from the Work, and the Contract Sum adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Agreement. <u>No extra Work or change in the Work shall be made except pursuant to a Change Order approved by the City and Contractor in accordance with the General</u>

Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall promptly be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article V and of Article VI hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) If the Contractor intends to make a claim for an increase in the Contract Sum, it shall give the City written notice explaining the circumstances, justifications and amount of Contract Sum increase desired thereof promptly after the occurrence of the event or circumstances giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute further Work. No such claim shall be valid unless so made in accordance with the General Conditions. Any change in the Contract Sum resulting from such a claim shall first be authorized by Change Order executed by the City and Contractor. The City reserves the right to suspend Work of the Contractor pending the resolution of any claim for an increase in the Contract Sum.

(d) Any adjustment in the Contract Sum for duly authorized extra Work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost plus percentage or fixed fee.

ARTICLE VIII.

Termination by City or Contractor

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which an extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Agreement, the City may, without prejudice to any other right or remedy, by giving written notice to the Contractor and its surety, terminate the Agreement, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Agreement Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand.

In the event of termination pursuant to this Article, the Contractor, upon the request of the City, shall promptly:

(i) assign to the City, in the manner and to the extent directed by the City, all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefore, and

(ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, for any reason and in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX.

Contractor's Liability Insurance

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

The policy shall be endorsed to cover the liability of the Contractor under the General Conditions of this Agreement.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:*

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

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

*But not less than the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. The Contractor and his Subcontractors shall cause the insurer(s) to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, R.S.Mo. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for the City's rights or defenses with regard to its applicable sovereign, governmental, or official immunities and protections provided by state constitution or law.

ARTICLE X.

The Work

The Contractor shall furnish all labor, materials and equipment necessary to perform the scope of Work within the project limits. The Scope of Work includes **the installation of certain improvements that have been identified on the bid plans and specifications for a connector trail between Bluff View Park and Rock Hollow Valley to include, but not be limited to, the grade preparation, installation of the trail surfacing, placement of stormwater management infrastructure, and the necessary grading and other site preparation work, as needed and defined**, including traffic control and other incidental items as identified in the construction documents.

ARTICLE XI.

Miscellaneous Provisions

(a) This Agreement constitutes the sole and complete understanding of the parties hereto with respect to the subject matter hereof, and shall replace all prior written and oral understandings. This Agreement may be amended only by written agreement signed by the parties.

(b) 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.

(c) 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.

(d) The parties shall act in good faith in the performance of their obligations hereunder.

(e) 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.

(f) 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.

(g) 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

CITY OF WILDWOOD
(the "City")

By_____
, Mayor

Attest:

_____
City Clerk

(the "Contractor")

By:_____

Printed Name: _____

_____
Title

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 22

Section 100

ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by
John E. Lindsey, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 10, 2015**

Last Date Objections May Be Filed: **April 9, 2015**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			$38.06	55	60	$20.71
Boilermaker	9/15		$32.76	126	7	$30.10
Bricklayer and Stone Mason	11/15		$32.50	72	5	$20.69
Carpenter	6/15		$36.34	77	41	$15.75
Cement Mason	6/15		$30.56	80	6	$17.30
Communication Technician			$30.35	44	47	$9.53 + 31.50%
Electrician (Inside Wireman)	8/15		$34.20	82	71	$10.78 + 39.5%
Electrician (Outside-Line Construction\Lineman)	9/15		$42.52	43	45	$5.00 + 36.5%
Lineman Operator	9/15		$36.70	43	45	$5.00 + 36.5%
Groundman	9/15		$28.38	43	45	$5.00 + 36.5%
Elevator Constructor	8/15	a	$45.09	26	54	$30.005
Glazier	6/15		$33.13	87	31	$19.58 + 10.53%
Ironworker	8/15		$32.88	11	8	$23.825
Laborer (Building):						
General			$30.57	97	26	$14.02
First Semi-Skilled			$30.31	114	27	$14.02
Second Semi-Skilled			$29.92	109	3	$13.72
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	6/15		$31.08	92	26	$15.45
Marble Mason	10/15		$31.43	76	51	$14.17
Marble Finisher	10/15		$26.18	76	51	$13.47
Millwright			USE CARPENTER RATE			
Operating Engineer						
Group I	6/15		$32.16	3	66	$24.16
Group II	6/15		$32.16	3	66	$24.16
Group III	6/15		$30.26	3	66	$24.16
Group III-A	6/15		$32.16	3	66	$24.16
Group IV	6/15		$26.80	3	66	$24.16
Group V	6/15		$26.80	3	66	$24.16
Painter	10/15		$31.65	104	12	$13.76
Pile Driver			USE CARPENTER RATE			
Pipe Fitter	7/15		$37.00	91	69	$26.68
Plasterer	7/15		$31.06	67	3	$17.53
Plumber	7/15		$37.00	91	69	$26.68
Roofer \ Waterproofer			$30.70	15	73	$16.67
Sheet Metal Worker	10/15		$39.63	32	26	$21.72
Sprinkler Fitter - Fire Protection	10/15		$41.96	66	18	$21.62
Terrazzo Worker	6/15		$32.11	116	5	$13.37
Terrazzo Finisher	10/15		$30.35	116	5	$11.84
Tile Setter	10/15		$31.43	76	51	$14.17
Tile Finisher	10/15		$26.18	76	51	$13.47
Traffic Control Service Driver			$27.35	83	17	$9.045
Truck Driver-Teamster			$30.41	35	36	$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%, under 5 years - 6%

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 3: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 16: Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 ½). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1½) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 44: Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1½) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars ($2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1½ x) the "shift" hourly rate.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. and ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

REPLACEMENT PAGE
ST. LOUIS COUNTY
BUILDING CONSTRUCTION OVERTIME SCHEDULE

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the staring time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the staring time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

NO. 76: Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

NO. 77: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

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NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars ($2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars ($4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

NO. 87: Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

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NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus $2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus $3.00 per hour premium for eight (8) hours work.

NO. 92: Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty minute lunch period with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift Work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. This adjustable starting time can, at the employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may have the option to schedule his workweek from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

NO. 116: Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

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NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional $0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional $0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked $28.81 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining $1.29 of the fringe benefit portion of the prevailing wage may be paid at straight time.

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NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 12: All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

NO. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

NO. 18: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

NO. 25: All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

NO. 26: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

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NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

NO. 31: All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

NO. 36: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 41: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 47: The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

NO. 51: All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

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NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 71: All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

NO. 73: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/15	$36.34	11	7	$15.75
Cement Mason	6/15	$30.56	17	11	$17.30
Electrician (Outside-Line Construction\Lineman)	9/15	$42.52	9	12	$5.00 + 36.5%
Lineman Operator	9/15	$36.70	9	12	$5.00 + 36.5%
Lineman - Tree Trimmer	10/15	$24.99	32	31	$9.95 + 3%
Groundman	9/15	$28.38	9	12	$5.00 + 36.5%
Groundman - Tree Trimmer	10/15	$19.80	32	31	$8.10 + 3%
Laborer					
General Laborer		$30.57	16	10	$14.02
Millwright	6/15	$36.34	11	7	$15.75
Operating Engineer					
Group I	6/15	$32.16	10	9	$24.16
Group II	6/15	$32.16	10	9	$24.16
Group III	6/15	$30.86	10	9	$24.16
Group IV	6/15	$27.40	10	9	$24.16
Oiler-Driver	6/15	$27.86	10	9	$24.16
Pile Driver	6/15	$36.34	11	7	$15.75
Traffic Control Service Driver		$27.35	26	25	$9.045
Truck Driver-Teamster		$30.41	25	21	$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Worked performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 10: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus $2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus $3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

NO. 11: Means the regular work day shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the jobsite between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force, at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per work week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. **For all overtime hours worked during the week or on Saturday $14.55 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays $14.55 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining $.70 of the fringe benefit portion of the prevailing wage shall be paid at straight time.**

REPLACEMENT PAGE
ST. LOUIS COUNTY
OVERTIME SCHEDULE - HEAVY CONSTRUCTION

NO. 16: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period with pay at the straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work, Monday through Thursday. In the event a job is down due to weather conditions, holiday, or other conditions beyond the control of the Employer, then Friday may, at the option of the Employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents ($2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent ($2.50) per hour premium. Shift work: Shifts may be established when considered necessary be the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent ($2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent ($3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

NO. 17: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather; Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

ST. LOUIS COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION

NO. 7: The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

NO. 9: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 10: All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday, it shall be observed on the following Monday.

NO. 11: Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 21: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 25: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

BILL NO.: 2159 **ORDINANCE NO.: 2159**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI THAT AUTHORIZES THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO ENTER INTO AN EASEMENT AGREEMENT WITH THE WINDSOR CREST HOMEOWNERS ASSOCIATION TO TRANSFER ITS EXISTING RETENTION FACILITY LOCATED WITHIN THE CITY'S COMMUNITY PARK PROPERTY TO THE CITY OF WILDWOOD, MISSOURI, FOR ITS LONG-TERM CONTROL, MAINTENANCE, AND EVENTUAL USE IN CONJUNCTION WITH THE APPROVED CONCEPT PLAN FOR THIS PUBLIC PARK SITE. (Wards – All)

WHEREAS, the City of Wildwood purchased its future community park site in May 2009, at which time it already had an existing retention pond located upon it from the Windsor Crest Subdivision, which is located directly to the east of the park's boundary; and

WHEREAS, this facility was granted the rights-of-use by the previous owner of the property, before the City of Wildwood's purchase of it, through an easement agreement with the original developer of this residential subdivision, which was then transferred to the homeowners association shortly thereafter; and

WHEREAS, when the Concept Plan was being developed for this sixty-six (66) acre community park site, the citizens committee, the consultants, and City officials agreed the retention pond could serve as a starting point for a series of lakes that would become one (1) of the major focal points of this facility; and

WHEREAS, in cooperation with the trustees of the Windsor Crest Homeowners Association, the City of Wildwood has been working with them to create an easement agreement that would transfer the responsibility of this facility to the City of Wildwood forever, while maintaining the necessary stormwater function of it for the subdivision's purposes; and

WHEREAS, after the development of an agreement by the City Attorney of the City of Wildwood, it was forwarded to the trustees of the homeowners association for their review and comment, who then provided it to their legal counsel for consideration and direction; and

WHEREAS, this review resulted in a few changes to the agreement, which all of the parties agreed were acceptable, and was shortly thereafter finalized and presented to City Council at its Work Session on February 8, 2016, such occurring after being favorably reviewed and recommended by the Planning/Economic Development/ Parks Committee, as well; and

WHEREAS, with this action of the Committee and City Council, the legislation can now be prepared to allow this reasonable and appropriate transfer of the facility to the City of Wildwood, Missouri to proceed forward to its intended conclusion; and

WHEREAS, the City Council has determined this action is consistent with its responsibility to protect the public's health, safety, and general welfare in all of its actions, which it believes is met herein.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to enter into this Easement Agreement with the trustees of the Windsor Crest Subdivision for the transfer of its retention pond, and associated easement and rights thereto, to the City of Wildwood, Missouri for public use forever, which will include its maintenance, upkeep, future reconfiguration, and use, consistent with the terms of the attached agreement identified as Exhibit A hereafter.

Section Two. This Easement Agreement shall be signed by all required parties, including the Metropolitan St. Louis Sewer District (MSD), and this transfer shall not include any compensation to any of the parties involved, regardless of associated expenses.

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

This Bill was passed and approved this _____ day of _____, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to its passage.

_____ _____

Presiding Officer The Honorable Timothy Woerther, Mayor

ATTEST:

_____ _____

City Clerk City Clerk

WILDWOOD

January 26, 2016

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

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

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

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

The trustees of the Homeowners Association did consult with their legal counsel and two (2) changes were requested to the agreement, as part of its review. The Committee requested the subdivision's attorney contact the City Attorney to discuss the changes, which were characterized as minor, and the parties agreed upon amendments. These changes are as follows from the original agreement that had been submitted to the Committee in 2015.

1. A stipulation guaranteeing the City would not obstruct stormwater flow from the subdivision to this facility.

2. A limited indemnification to the subdivision relative to stormwater flow, if the facility is blocked or otherwise becomes non-functional.

With these changes agreed upon by the parties, the document is now ready for review and action by the City Council, given the Committee has also endorsed this agreement and its content (vote of 6 to 0 for approval). The Committee noted in its approval this retention facility is to be reshaped and reused in a future phase of the development of community park to create a chain of lakes that would be part of the active use area. Additionally, with the multiple-use trail's construction completed, as part of the City's Phase One project in community park, it is now in close proximity to this retention basin and is in the best interest of the City to oversee its use and maintenance. This oversight will protect the City and the Homeowners Association from any future liability issues that might arise. The Committee would also want to note its appreciation to the trustees of the subdivision for their cooperation in this regard.

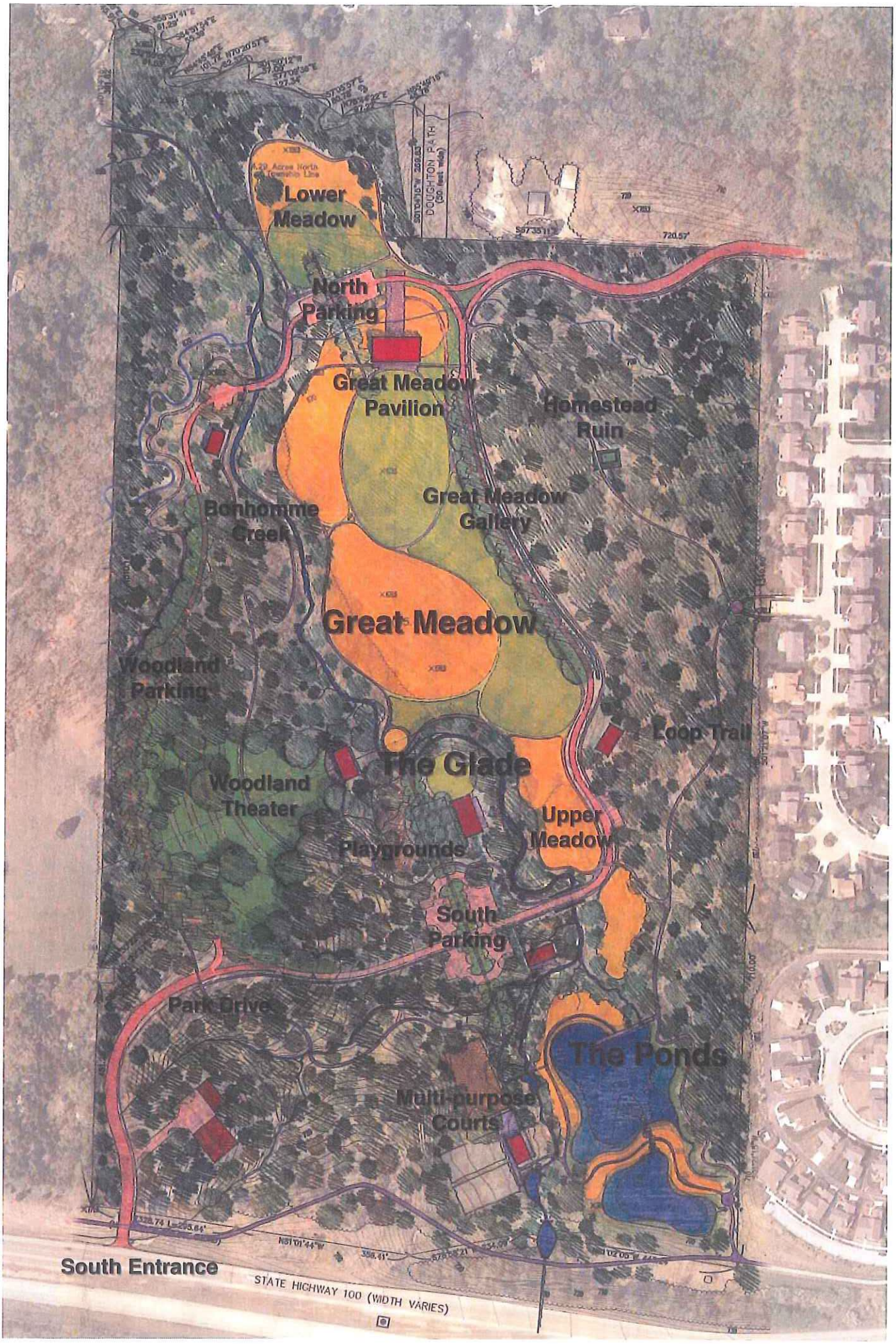
If any of the City Council Members have questions or comments about this information, please feel free to contact the Department of Planning and Parks at (636) 458-0440. A presentation of this information is planned on this item at tonight's meeting. Thank you for your consideration of this information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

Respectfully submitted,
CITY OF WILDWOOD

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

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Rick Brown, P.E. and P.T.O.E., Director of Public Works
Kathy Arnett, Assistant Director of Planning and Parks
Jim Van Nest, President, Windsor Crest Homeowners Association

* 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.


Lower Meadow
North Parking
Great Meadow Pavilion
Homestead Ruin
Bonhomme Creek
Great Meadow Gallery
Great Meadow
Woodland Parking
Loop Trail
The Glade
Woodland Theater
Upper Meadow
Playgrounds
South Parking
Park Drive
The Ponds
Multi-purpose Courts
South Entrance
STATE HIGHWAY 100 (WIDTH VARIES)
DOUGHTON PATH

WILDWOOD

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT:	FIRST AMENDMENT TO STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT
DATE OF DOCUMENT:	December __, 2015
GRANTOR(S): **MAILING ADDRESS:**	**CITY OF WILDWOOD, MISSOURI** 16860 Main Street Wildwood, Missouri 63040
GRANTEE(S): **MAILING ADDRESS:**	**WINDSOR CREST HOMEOWNERS' ASSOCIATION** C/O Community Managers Associates, Inc. 14323 S. Outer Forty Road, Ste. 301N Chesterfield, Missouri 63017
LEGAL DESCRIPTION:	See **Exhibit B** attached hereto
REFERENCE BOOK AND PAGE:	Book 15078, Page 0513; Book 15078, page 0518

FIRST AMENDMENT
TO
STORM WATER DRAINAGE AND RETENTION EASEMENT AGREEMENT

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

RECITALS:

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page intentionally blank]

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

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

By: _____
Name: _____
Title: _____

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

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

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

_____
Notary Public

My term expires:

WINDSOR CREST HOMEOWNERS' ASSOCIATION,
a Missouri nonprofit corporation

By: _____
Name: _____
Title: _____

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

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

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

_____
Notary Public

My term expires:

EXHIBIT A

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

PROPERTY DESCRIPTION

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

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

PARCEL 1:
A TRACT OF LAND IN THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 45 NORTH, RANGE 3 EAST, CONTAINING 4 ACRES, MORE OR LESS, AND DESCRIBED AS; BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST ALONG THE SOUTH LINE OF SAID SECTION 35, 9.25 CHAINS TO A STONE; THENCE NORTH TO A BRANCH WHICH RUNS WEST; THENCE DOWN SAID BRANCH TO THE WEST LINE OF THE SOUTHEAST QUARTER AND THENCE SOUTH TO THE POINT OF BEGINNING.

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

EXHIBIT B

UNOFFICIAL COPY

WINDSORCREST
OFFSITE-RETENTION
P#25334

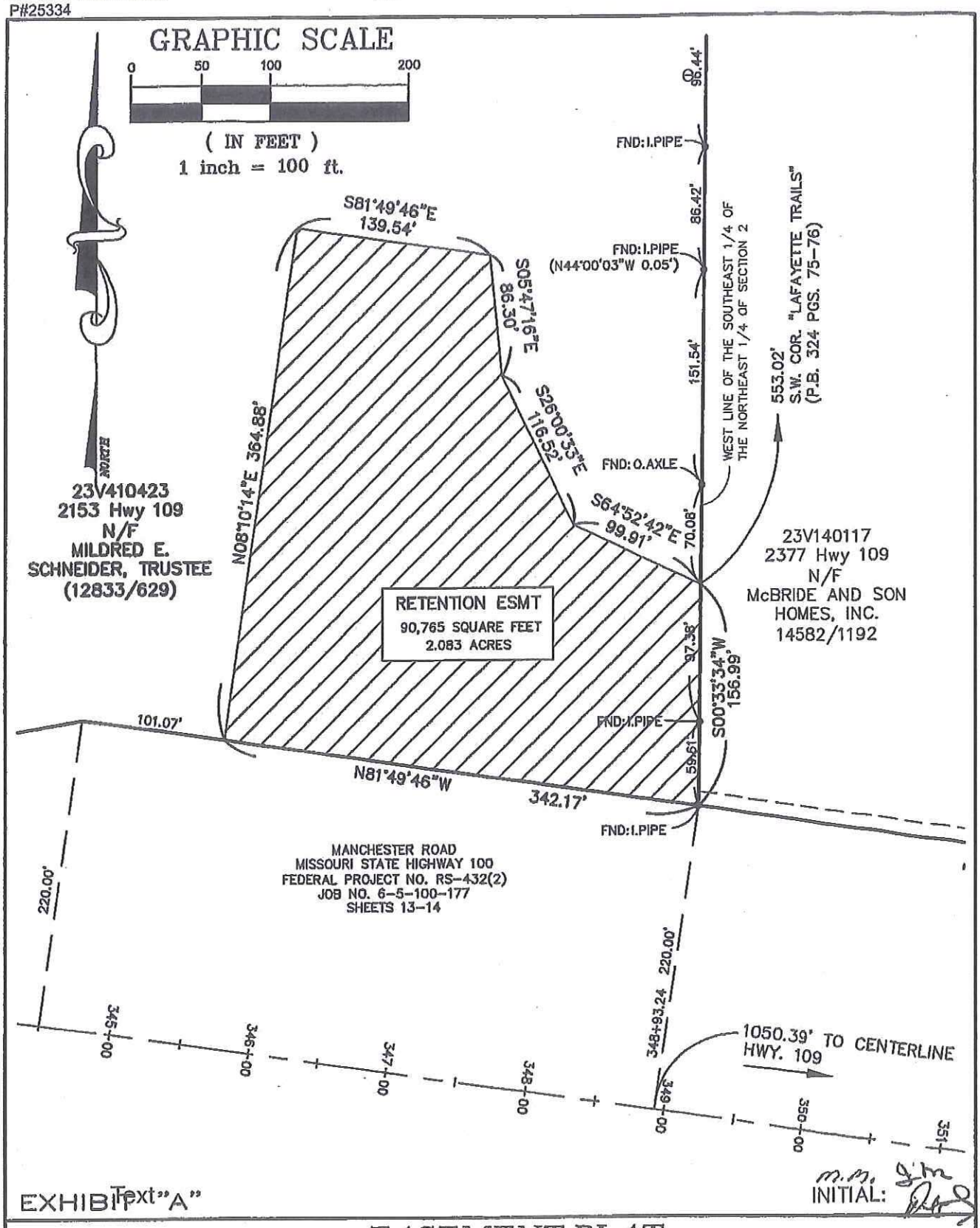


EXHIBIT "A"

INITIAL: M.M. JM

EASEMENT PLAT

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

G:\D\0005098 Wildwood Hwy 109\SCHNEIDER.dwg 05/14/2003 08:48:52 AM CDT

JNOFFICIAL COPY

THE STERLING CO
ENGINEERS & SURVEYORS
5055 New Baumgartner Rd
St. Louis, Missouri 63129
Tel 314.487.0440
Fax 314.487.8944

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

PROPERTY DESCRIPTION

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

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

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

AMENDED BILL #2160 **ORDINANCE #2160**

AN ORDINANCE AUTHORIZING THE APPROVAL OF A RECORD PLAT, ALONG WITH A TRUST INDENTURE, A JOINT ROADWAY MAINTENANCE AGREEMENT, AND/OR THE NECESSARY SCRIPT UPON THIS INSTRUMENT FOR THE ADOPTION OF WAKEFIELD FARMS SUBDIVISION'S INDENTURES/RESTRICTIONS, AND A DEPOSIT AGREEMENT, TO BE SECURED BY ASSOCIATED LETTERS OF CREDIT GUARANTEEING CERTAIN REQUIRED IMPROVEMENTS, FOR A SEVEN (7) LOT RESIDENTIAL SUBDIVISION THAT IS LOCATED UPON A THIRTY-SIX (36) ACRE TRACT OF LAND, BEING PART OF ADJUSTED LOT B OF WITBRODT/WAKEFIELD FARM ROAD, ACCORDING TO THE BOUNDARY ADJUSTMENT PLAT, RECORDED IN BOOK 347, PAGE 493 OF THE ST. LOUIS COUNTY RECORDS; AND CONTAINED IN THE SECTION 3, TOWNSHIP 44 NORTH, RANGE 3 EAST, CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI, AND MORE SPECIFICALLY SITUATED ON THE EAST SIDE OF WAKEFIELD FARM ROAD, NORTH OF STATE ROUTE 100; HEREAFTER TO BE KNOWN AS "WAKEFIELD FOREST SUBDIVISION." *Recommend by the Department of Planning* (Second Reading) (Ward – One)

WHEREAS, the City of Wildwood adopted a Master Plan and numerous ordinances to govern the use and subdivision of land that were intended to promote the implementation of "best development practices" within this community; and

WHEREAS, the Planning and Zoning Commission and the City Council adopted a Master Plan that created four (4) conceptual land use classifications for the community, one (1) of which is the NU Non-Urban Residential Area; an area where single family residential land uses at a three (3) acre density are encouraged due to the lack of supporting infrastructure and utilities and the prevalence of steep topography and other environmental factors; and

WHEREAS, the Non-Urban Residential Areas of the City are intended to preserve the rural character of designated properties within its boundaries, while encouraging innovative designs, preservation of the natural characteristics of the site, and the efficient and cost-effective extension of services and utilities, where available; and

WHEREAS, the owner of this 36.31 acre tract of land submitted a Preliminary Plat to the City for the creation of seven (7) lots, ranging from 3.159 acres to 12.44 acres in size, which are served by a system of internal, private cul-de-sac streets, as well as addressing the Natural Resource Protection Standards and Public Space Requirements (off-site improvements to Wakefield Farm Road) for this Non-Urban Residence District zoned development; and

WHEREAS, the Planning and Zoning Commission considered this plan/plat request, which identified areas of the property for development and protection, and established parameters for the placement of all improvements, and approved it on March 3, 2014; and

WHEREAS, Improvement Plans, the detailed engineering drawings, were then reviewed by the City of Wildwood, and received approval of the design of public and private subdivision improvements for the internal roadway, stormwater management facilities, individual household treatment systems for wastewater, grading and related items, and other considerations necessary for the proper integration and design of this subdivision into the surrounding area; and

WHEREAS, the seven (7) lots that will be created by this subdivision appear to fully meet and comply with all the requirements of the *Subdivision and Development Regulations* of the City of Wildwood with regards to their lot size and width, setbacks, and tree preservation requirements, as well as meeting the Natural Resource Protection Standards relative to soil and slope characteristics of the property; and

WHEREAS, *given that Wakefield Farm Road provides the sole access to these proposed seven (7) lots, and is maintained by the adjoining Wakefield Farm Subdivision, the owner of this development has now agreed to adopt that existing set of indentures/restrictions, in lieu of creating a stand-along agreement for the same, thereby incorporating these parcels of ground into that area*; and

WHEREAS, the City of Wildwood, on September 1, 1995, adopted ordinances, codes, and regulations governing the development and use of land for the health, safety, and welfare of its residents.

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

Section One. The City Council of the City of Wildwood, Missouri hereby approves the Record Plat (attached hereto), along with a trust indenture, a joint maintenance agreement, and/or the necessary script upon this instrument for the adoption of the Wakefield Farms Subdivision's indentures/restrictions, and Deposit Agreement, to be secured by associated Letters of Credit guaranteeing certain required improvements, for a seven (7) lot residential subdivision that is located upon a thirty-six (36) acre tract of land, being part of Adjusted Lot B Of Witbrodt/Wakefield Farm Road, according to the Boundary Adjustment Plat, recorded in Book 347, Page 493 of the St. Louis County Records; and contained in the Section 3, Township 44 North, Range 3 East, City Of Wildwood, St. Louis County, Missouri, and more specifically situated on the east side of Wakefield Farm Road, north of State Route 100; hereafter to be known as "Wakefield Forest Subdivision." These lots are graphically represented on the attached plat and accompanying legal descriptions and hereby adopted and made a part of this ordinance.

Section Two. The Director of Planning and the City Clerk are authorized and directed to evidence the approval of this Record Plat by affixing their signatures and the official seal of the City of Wildwood to a Certificate of Approval upon this instrument. The Director of Planning and the City Attorney are hereby also authorized to attest to the approval of the Trust Indenture and Joint Roadway Maintenance Agreement, which are a part of this proposed residential subdivision, *if needed*, by authorizing their recording as well. The petitioner is required and directed to record the approved Record Plat (within sixty (60) days of its approval by the City Council of the City of Wildwood, Missouri), Trust Indenture, and Joint Roadway Maintenance Agreement in the Office of the Recorder of Deeds of St. Louis County, Missouri.

Section Three. The Mayor, the City Attorney, and the Director of Planning are hereby authorized to sign the Deposit Agreement guaranteeing the installation of required subdivision improvements in this development indicating its compliance to the requirements of the City in this regard.

Section Four. This ordinance shall be in full force and effect, from and after its date of passage and approval, provided all required fees are paid to the City, all applicable provisions of the *Subdivision and Development Regulations* are met, and a recorded copy of the Record Plat and Trust Indenture are returned to the City by the petitioner.

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

Presiding Officer	**Timothy Woerther, Mayor**

ATTEST:

City Clerk	**City Clerk**

BILL #2161 **ORDINANCE #2161**

AN ORDINANCE AMENDING CHAPTER 390 TRAFFIC SCHEDULES BY ESTABLISHING A 40 MPH SPEED LIMIT ON A PORTION OF MISSOURI ROUTE 109 WITHIN THE CITY OF WILDWOOD

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

Section One. Chapter 390 of the City Code, Traffic Schedules, Schedule II, Speed Limits, is hereby amended by adding to Schedule II the following:

Schedule II. SPEED LIMITS

	Part of Road or Street	***Regulation***
Add:	Missouri Route 109, from Shepard Road to New College Ave	40 mph

Section Two. The Director of Public Works is authorized to erect appropriate signage reflecting any regulation in the Traffic Schedules existing or as may be amended herein or from time to time.

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

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

_____ _____

Presiding Officer Timothy Woerther, Mayor

ATTEST: ATTEST:

_____ _____

City Clerk City Clerk

BILL NO. 2162 **ORDINANCE NO. 2162**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ADOPTING THE RECOMMENDATION OF THE HISTORIC PRESERVATION COMMISSION REGARDING THE 'SECOND JOHN E. SCHNARR HOUSE' THAT IS LOCATED ON MANCHESTER ROAD (FORMERLY ROUTE 66) WITHIN THE COMMUNITY OF GROVER, THEREBY ALLOWING ITS PLACEMENT ON THE CITY'S HISTORIC REGISTRY AND PROVIDING CERTAIN INCENTIVES FOR SUCH RELATIVE TO REQUIRED PUBLIC SPACE AND ROADWAY IMPROVEMENTS. (Ward Eight)

WHEREAS, the owner of a bungalow that is located in the former community of Grover, along Historic Route 66, has submitted for its rezoning to convert the site and all improvements to a commercial use and allow a business to operate from there; and

WHEREAS, with the favorable completion of the rezoning process, the City Council required the property owner to undertake the placement of this historic element onto the City's Historic Registry, if judged such by the City's Historic Preservation Commission; and

WHEREAS, the property owner began this process and submitted the required information to the Historic Preservation Commission for its consideration, which included all testimony provided at a public hearing held on this matter to accept comments and questions in this regard; and

WHEREAS, with this hearing, and associated recommendation process, the Commission supported the request based upon seven of the thirteen criteria set forth in considerations of this nature; and

WHEREAS, the Historic Preservation Commission completed its recommendation process by also supporting the granting of incentives that had been requested by the owner of the historic asset, which would eliminate an escrow requirement for roadway improvements and a minimum amount of public space; and

WHEREAS, this recommendation report was forwarded to the City Council for a public hearing, which was completed on February 22, 2016 and led to the members citing a number of components of this property's history and location as why it supported its placement on the City's Registry and the granting of the two incentives as well; and

WHEREAS, the City Council then authorized the preparation of the legislation to complete this process and add this historic element to the list of over thirty properties now upon it at this time; and

WHEREAS, the City Council is empowered and enabled to make such decisions in this regard under its authority granted by State Statute and local Charter, when determined to be in the best interest of the public's health, safety, and welfare.

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

Section One. The City Council of the City of Wildwood, Missouri hereby determines that, based upon the information and recommendation provided to it by the Historic Preservation Commission, said property identified as 16941 Manchester Road (St. Louis County Locator Number: 24V530551) and the 'Second John E. Schnarr House', is appropriate for placement on the City's

Historic Registry, since this parcel of ground and building have been determined to be historically significant in nature due to the following considerations:

Criteria for Use	Compliance Level
1. Its character, interest or value is part of the development, heritage, or cultural characteristics of the community, County, State, or country;	**Yes** – This dwelling remains one (1) of the last examples of the bungalow type of housing that was very prevalent in St. Louis County in the 1930's, but to a much more limited extent in this area of it. With the recent demolition of another bungalow, to the east of this location, but on Manchester Road, the number of these types of examples is decreasing, creating the need to protect what remains. With only a few tangible references remaining of this type of dwelling in far west St. Louis County, it has a value relating to the characteristics of Wildwood and St. Louis County.
2. Its overall setting is part of a collection of buildings, elements, or objects where the overall collection forms a unit;	**Yes**- as noted above, this dwelling remains an integral part of the Grover Community and is part of a collection that forms this unit.
3. It has the potential to be returned to an accurate historic appearance regardless of alterations or insensitive treatment that can be demonstrated to be reversible;	**Yes** – with the petitioner's intent, and already underway, to restore the bungalow to much of its previous appearance, this criterion is easily met.
6. It embodies distinguishing characteristics of an architectural type valuable for the study of period, type, method of construction or use of indigenous materials;	**Yes** – Dwelling, which is constructed of local materials, and limited examples of such are found in Wildwood at this time.
8. It embodies design, detailing, materials or craftsmanship that renders it architecturally significant;	**Yes** – the simplicity of the original dwelling component reflects classic architecture that was prevalent across the United States in the 1920's and 1930's.
10. It has a unique location or singular physical characteristic that makes it an established or familiar visual feature of the neighborhood, community, or City;	**Yes** – as noted above, this dwelling is one (1) of a few remaining anchors of existing buildings that form the core of the Grover community, both now and throughout much of its history, along historic Manchester Road.
11. Its character is a particularly fine or unique example of a utilitarian structure, including, but not limited to, farmhouses, gas stations, or other commercial structures, with a high level of integrity, or architectural significance	**Yes** – bungalow structure.
12. It is suitable for preservation or restoration	**Yes** – given, with restoration work already underway, this element has already proven its suitability for such.

Section Two. The City Council hereby adopts, for the purposes of this action, the Historic Preservation Commission's Letter of Recommendation dated January 28, 2016 on this matter, which establishes the parameters and rationales for the designating ordinance, under the requirements and regulations of Chapter 440.040 of the Wildwood Municipal Code – **Historic Preservation and Restoration Code**, but hereby also endorses the set of incentives also contained in this report that was acted upon by said body.

Section Three. The City Council hereby directs the Department of Planning to complete the necessary steps to finalize the nomination process of these properties onto the Historic Registry and make all notifications and modifications to property owners and City documents regarding the same.

Section Four. This Ordinance shall be in full force and effect on and after its passage and approval.

This Bill was passed and approved this _____ day of _____, 2016 by the Council of the City of Wildwood, Missouri after having been read by title, or in full, two (2) times prior to passage.

_____	_____
Presiding Officer	The Honorable Timothy Woerther, Mayor

ATTEST:

_____	_____
City Clerk	City Clerk

BILL NO. 2163 **ORDINANCE NO.: 2163**

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 WITH THE MISSOURI AMERICAN WATER COMPANY FOR THE RELOCATION OF A WATER MAIN TO ACCOMMODATE PHASE TWO CONSTRUCTION WITHIN WILDWOOD COMMUNITY PARK. (Ward - One)

WHEREAS, the City of Wildwood, Missouri recently completed Phase One of its Community Park Project and opened it for general use, as part of its 20th Anniversary Celebration; and

WHEREAS, the completion of this phase of community park led the City Council to authorize a second project, which would complete a portion of the facility's interior roadway, thereby providing an alternative, and primary, access to it from State Route 109, via the Pond-Grover Loop Road; and

WHEREAS, this project also includes a companion trail and the initial planned work in the Great Meadow Area of the park site; and

WHEREAS, the Missouri American Water Company has provided a design for this service, along with a proposal for the relocation for this water main that has an estimated cost of one hundred thirty-five thousand dollars ($135,000.00); and

WHEREAS, previously, the City Council has endorsed this relocation, when its cost was estimated by the Missouri American Water Company at approximately ninety thousand dollars ($90,000.00), but was changed by it, thereby increasing the price by approximately forty-five thousand dollars ($45,000.00); and

WHEREAS, the increase in this cost appears to be a function of anticipated construction costs relating to rock removal, but the Missouri American Water Company is not sure if this amount is too low or high, which led the City Attorney to modify the standard contract of this utility to allow for the City to be advised of any potential cost overrun; and

WHEREAS, adequate funding for this service remains available in the City's Capital Improvements Program Budget from 2016; and

WHEREAS, this action is considered by the City Council to be consistent with the design of Community Park and its associated enhancements, as approved, and essential for the full use of its improvements and others that will follow over the next five (5) or more years.

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

Section One. The City Council of the City of Wildwood, Missouri hereby authorizes the Mayor of the City of Wildwood, Missouri to execute a contract with Missouri American Water Company for the relocation of a water main to accommodate the Community Park's Phase Two Project, thereby providing the needed improvements therein, as all set forth in the attached Exhibit A.

Section Two. The extent of the costs associated with this authorization and related agreement are estimated at one hundred thirty-five thousand dollars ($135,000.00).

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

This Bill was passed and approved this ___ day of _____, 2016 by the City Council of the City of Wildwood, Missouri after having been read by title or in full, two (2) times, prior to passage.

_____	_____
Presiding Officer	The Honorable Timothy Woerther, MAYOR
ATTEST:	ATTEST:
_____	_____
City Clerk	City Clerk

WILDWOOD

March 14, 2016

MEMORANDUM

To: The Honorable City Council of the City of Wildwood, Missouri

From: Department of Planning and Parks

Re: Water Company Contract/Agreement for Main Relocation in Wildwood Community Park

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Tom Cissell, Project Engineer
Michael Gershenson, Gershenson Construction

The Department of Planning has placed on tonight's agenda a bill that addresses an agreement between the Missouri American Water Company and the City of Wildwood on the relocation of a major water line in the planned route of the community park roadway connection that will ultimately access State Route 109. This relocation is needed to accommodate the grade the roadway needs to meet to make the connection to the recently completed Pond-Grover Loop Road. The current grade change is significant enough to justify this work and the cost associated with it.

In terms of cost of the project, the agreement that is attached to the referenced bill sets forth the conditions associated with this work, which are established by the water company, given the size of the main that has to be relocated. The cost of this work is estimated to be at approximately one hundred thirty thousand dollars ($130,000.00), which is an increase from the original quoted amount of ninety thousand dollars ($90,000.00). This amount can still be addressed, as part of this project's overall budget, which is approximately seven hundred thousand dollars ($700,000.00), and not exceed this limitation.

The City Attorney has reviewed the agreement and determined that it is the water company's standard type, but did identify a major item for consideration relating to cost overruns experienced by the water company are the City's responsibility, but has no control over the same, despite being responsible for their full payment, if applicable. Despite this circumstance, the Department is still seeking the support of City Council of the bill, so it can proceed with the return of the contract to the water company and the work can then be scheduled. With this work, the City's contractor can then proceed with the other components of the project, i.e. roadway and trail construction.

The Department will provide more background on this matter at tonight's meeting, but, if members have specific questions 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 participation in tonight's discussion.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

CONTRACT FOR WATER FACILITY RELOCATION AND LICENSE TO UTILIZE EASEMENT

THIS CONTRACT, entered into this **12th** day of **March, 2016,** by and between **MISSOURI-AMERICAN WATER COMPANY,** a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the **CITY OF WILDWOOD, MISSOURI, 16860 MAIN STREET, WILDWOOD, MISSOURI, 63040,** (hereinafter referred to as ("CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction and/or improvement of **the Pond-Grover Loop Road (western extension),** in accordance with certain plans titled **Community Park – Phase 2 Improvements** on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of **Pond-Grover Loop Road (western extension),** it will be necessary to relocate certain portions of the COMPANY'S water facilities now located partly within CITY right-of-way and partly on the COMPANY'S private easement along **the Pond-Grover Loop Road (western extension)** in the CITY; and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance

No. _____

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located partly within CITY right-of-way and partly within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

2. The estimated cost (Exhibit "B") for this relocation is **$135,000.00** It is agreed that CITY'S obligation toward the cost of this relocation shall be **100**% of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein, and upon receipt and approval by the CITY of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **100%** of the estimated cost of the relocation as set forth in Exhibit B, hereinafter referred to as "**CITY'S PAYMENT**". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the CITY's pro rata share of the actual costs exceeds **CITY'S PAYMENT**, COMPANY will provide CITY with documentation that supports the additional costs and the parties will enter into a supplement to this contractContract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In no event, however, shall the additional amount owed under this Paragraph 3 exceed ten percent (10%) of the CITY'S PAYMENT. In the event the actual costs are less than **CITY'S PAYMENT**, the COMPANY will pay CITY its pro rata share of the difference between **CITY'S PAYMENT** and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.

4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the contractContract that directly result from such change of plans.

5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

6. Upon the completion of the relocation provided for herein, COMPANY shall remove all leftover materials and debris resulting from the work and leave right-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.

7. COMPANY hereby grants and conveys unto the CITY, without warranty of title or extent of interest in the real estate hereinafter described, expressed or implied, the license and right to construct, reconstruct, and maintain roadway and drainage structures over and across those portions of easement owned and held by COMPANY, situated in St. Louis County, Missouri, and indicated by hachuring on the attached plat, made part hereof and referred to as Exhibit "C" with the following conditions and limitations:

    a. In the event COMPANY must excavate to replace, expand, or maintain its facilities, COMPANY will request a permit from CITY, which will be granted without cost to COMPANY. COMPANY will, comply with all lawful conditions of such permit, but the cost of anything required by such permit, including repair of CITY'S road and drainage facilities damaged by COMPANY, will be paid by CITY.

    b. In the event of future improvements, reconstruction, or maintenance of the road or drainage structures involved which from time to time necessitate the further relocation of COMPANY'S water facilities within the area indicated on Exhibit "C", CITY will advise COMPANY of contemplated ~~change~~changes and will reimburse COMPANY for costs and expenses incurred by it in relocating or otherwise adjusting its facilities. If, for reasons stated above, COMPANY must relocate its facilities but there is no usable remaining area of its original private easement, COMPANY will relocate its facilities to adjacent public right-of-way or new private easement acquired by CITY but subject to the same protections and assurances from CITY herein specified as if the facilities remained in COMPANY'S original private easement.

8. This ~~agreement~~Contract shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

ATTEST:

_____
Secretary

MISSOURI-AMERICAN WATER COMPANY

_____
_____ (Title)

ATTEST:

_____
City. Clerk

CITY OF WILDWOOD, MISSOURI

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Counselor

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

CONTRACT FOR WATER FACILITY RELOCATION AND LICENSE TO UTILIZE EASEMENT

THIS CONTRACT, entered into this **12th** day of **March, 2016,** by and between **MISSOURI-AMERICAN WATER COMPANY,** a corporation existing under the laws of the State of Missouri, (hereinafter referred to as "COMPANY"), and the **CITY OF WILDWOOD, MISSOURI, 16860 MAIN STREET, WILDWOOD, MISSOURI, 63040,** (hereinafter referred to as ("CITY"),

WITNESSETH:

WHEREAS, CITY contemplates the location, widening, construction and/or improvement of **the Pond-Grover Loop Road (western extension)**, in accordance with certain plans titled **Community Park – Phase 2 Improvements** on file in the office of the CITY; and

WHEREAS, in carrying out the opening, widening, establishment, and improvement of **Pond-Grover Loop Road (western extension)**, it will be necessary to relocate certain portions of the COMPANY'S water facilities now located partly within CITY right-of-way and partly on the COMPANY'S private easement along **the Pond-Grover Loop Road (western extension)** in the CITY; and

WHEREAS, COMPANY is willing to accommodate CITY'S needs upon condition that CITY accepts the provisions hereinafter specified and evidences such acceptance by execution hereof in accordance with Section 432.070 RSMo and City Ordinance

No. _____

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. COMPANY will, as soon as practicable after receiving notice from the CITY, and receipt of payment in full of the estimated cost described in Paragraph 2, furnish all labor, materials, and supervision necessary, and will relocate its said water facilities currently located partly within CITY right-of-way and partly within the private easement of the COMPANY as shown on the plans marked Exhibit "A" attached hereto and made a part hereof.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

2. The estimated cost (Exhibit "B") for this relocation is **$135,000.00** It is agreed that CITY'S obligation toward the cost of this relocation shall be **100**% of the actual costs thereof ("CITY'S OBLIGATION"), which is the percentage of the affected water facilities located within the COMPANY'S private easement. CITY agrees that prior to commencement of the relocation contemplated herein, and upon receipt and approval by the CITY of a statement of cost, it will, or it will direct its agent or assign to promptly pay COMPANY for **100%** of the estimated cost of the relocation as set forth in Exhibit B, hereinafter referred to as "**CITY'S PAYMENT**". The failure of any agent or assign of the CITY to promptly pay the COMPANY shall not be a defense and shall not mitigate the duty of the CITY to pay the COMPANY in full.

3. At the conclusion of the relocation work, the COMPANY shall calculate the difference between actual costs and estimated costs, if any. In the event the actual costs exceeds **CITY'S PAYMENT**, COMPANY will provide CITY with documentation that supports the additional costs and the parties will enter into a supplement to this Contract that addresses the CITY reimbursing the COMPANY for the additional amount owed. In no event, however, shall the additional amount owed under this Paragraph 3 exceed ten percent (10%) of the CITY'S PAYMENT. In the event the actual costs are less than **CITY'S PAYMENT**, the COMPANY will pay CITY the difference between **CITY'S PAYMENT** and the actual cost. Payments owed to COMPANY shall be paid within forty five (45) days of receipt of invoice.

4. If any substantial change is made in the original plan and extent of the COMPANY'S relocation, work on the additional relocation will not be performed until estimated costs have been approved by the CITY. Upon completion of this additional relocation work, CITY will reimburse COMPANY for any incurred costs above the estimated costs set forth in paragraph 2 of the Contract that directly result from such change of plans.

5. CITY agrees to furnish COMPANY with all necessary information of the project improvements including surveying and marking the proposed elevation and the right-of-way in order for COMPANY to properly carry out the utility relocation.

6. Upon the completion of the relocation provided for herein, COMPANY shall remove all leftover

materials and debris resulting from the work and leave right-of-way in a neat, workman-like condition, free of holes, mounds of dirt, or other objectionable material.

7. COMPANY hereby grants and conveys unto the CITY, without warranty of title or extent of interest in the real estate hereinafter described, expressed or implied, the license and right to construct, reconstruct, and maintain roadway and drainage structures over and across those portions of easement owned and held by COMPANY, situated in St. Louis County, Missouri, and indicated by hachuring on the attached plat, made part hereof and referred to as Exhibit "C" with the following conditions and limitations:

    a. In the event COMPANY must excavate to replace, expand, or maintain its facilities, COMPANY will request a permit from CITY, which will be granted without cost to COMPANY. COMPANY will, comply with all lawful conditions of such permit, but the cost of anything required by such permit, including repair of CITY'S road and drainage facilities damaged by COMPANY, will be paid by CITY.

    b. In the event of future improvements, reconstruction, or maintenance of the road or drainage structures involved which from time to time necessitate the further relocation of COMPANY'S water facilities within the area indicated on Exhibit "C", CITY will advise COMPANY of contemplated changes and will reimburse COMPANY for costs and expenses incurred by it in relocating or otherwise adjusting its facilities. If, for reasons stated above, COMPANY must relocate its facilities but there is no usable remaining area of its original private easement, COMPANY will relocate its facilities to adjacent public right-of-way or new private easement acquired by CITY but subject to the same protections and assurances from CITY herein specified as if the facilities remained in COMPANY'S original private easement.

8. This Contract shall inure to the benefit and detriment of the successors and assigns of CITY and COMPANY.

Project Name: _____ Asset#: _____

Project Manager: _____ CIAC#: _____

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officials.

ATTEST:

_____
Secretary

MISSOURI-AMERICAN WATER COMPANY

_____
_____ (Title)

ATTEST:

_____
City. Clerk

CITY OF WILDWOOD, MISSOURI

_____
Mayor

APPROVED AS TO LEGAL FORM:

_____
City Counselor

Bill #2164 **ORDINANCE #2164**

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE CERTAIN AGREEMENTS AND DOCUMENTS IN ORDER TO PROCEED WITH OBTAINING FEDERAL FUNDING FOR THE MISSOURI ROUTE 109 PEDESTRIAN TUNNEL PROJECT, UNDER THE TRANSPORTATION ALTERNATIVES PROGRAM (TAP), AS AUTHORIZED BY THE FEDERAL TRANSPORTATION FUNDING ACT, MAP-21 (MOVING AHEAD FOR PROGRESS IN THE 21ST CENTURY).

WHEREAS, the City of Wildwood applied to the East-West Gateway Council of Governments, the Missouri Department of Transportation and the Federal Highway Administration for fifty percent (50%) Federal funding, not to exceed $350,000, for the Missouri Route 109 Pedestrian Tunnel Project; and

WHEREAS, during the application and eligibility process there will be numerous documents and agreements that must be processed expeditiously in order to continue with the program; and

WHEREAS, the City Council desires to proceed through the Federal funding process.

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

SECTION ONE

That the City Attorney, City Administrator and Director of Public Works shall review, concur and provide a recommendation on all agreements and documents requiring the Mayor's signature.

SECTION TWO

That the Mayor of the City of Wildwood is hereby authorized to execute any and all agreements and documents which are necessary to maintain the city's eligibility to receive Federal funding for the Missouri Route 109 Pedestrian Tunnel project under Federal Project No. TAP-5602(623).

SECTION THREE.

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

This Bill was passed and approved the_____day of _____2016 by the Council of the City of Wildwood after having been read by the title or in full two times prior to passage.

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

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 07/15 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5602(623)
Award Year: 2016
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Wildwood (hereinafter, “City”).

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in MAP-21 §1122; 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: Route 109 Pedestrian Tunnel, immediately south of MO 100

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct

progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq*.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq*.). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may

determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA)

1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term “the City” is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However, upon written request by the City and written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and by the FHWA, the Commission will file copies of said plans in the office of the County clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City’s failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 50 percent not to exceed $350,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven

hundred fifty thousand dollars ($750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20___.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

_____

Title _____

ATTEST:

_____
Secretary to the Commission

Approved as to Form:

_____
Commission Counsel

City

By _____

Title _____

ATTEST:

By _____

Title _____

Approved as to Form:

_____

Title _____

Ordinance No _____

**If contracting party is a County with a county commission form of government, the execution page needs to be modified to allow the three county commissioners to execute the agreement.*

Exhibit A - Location of Project

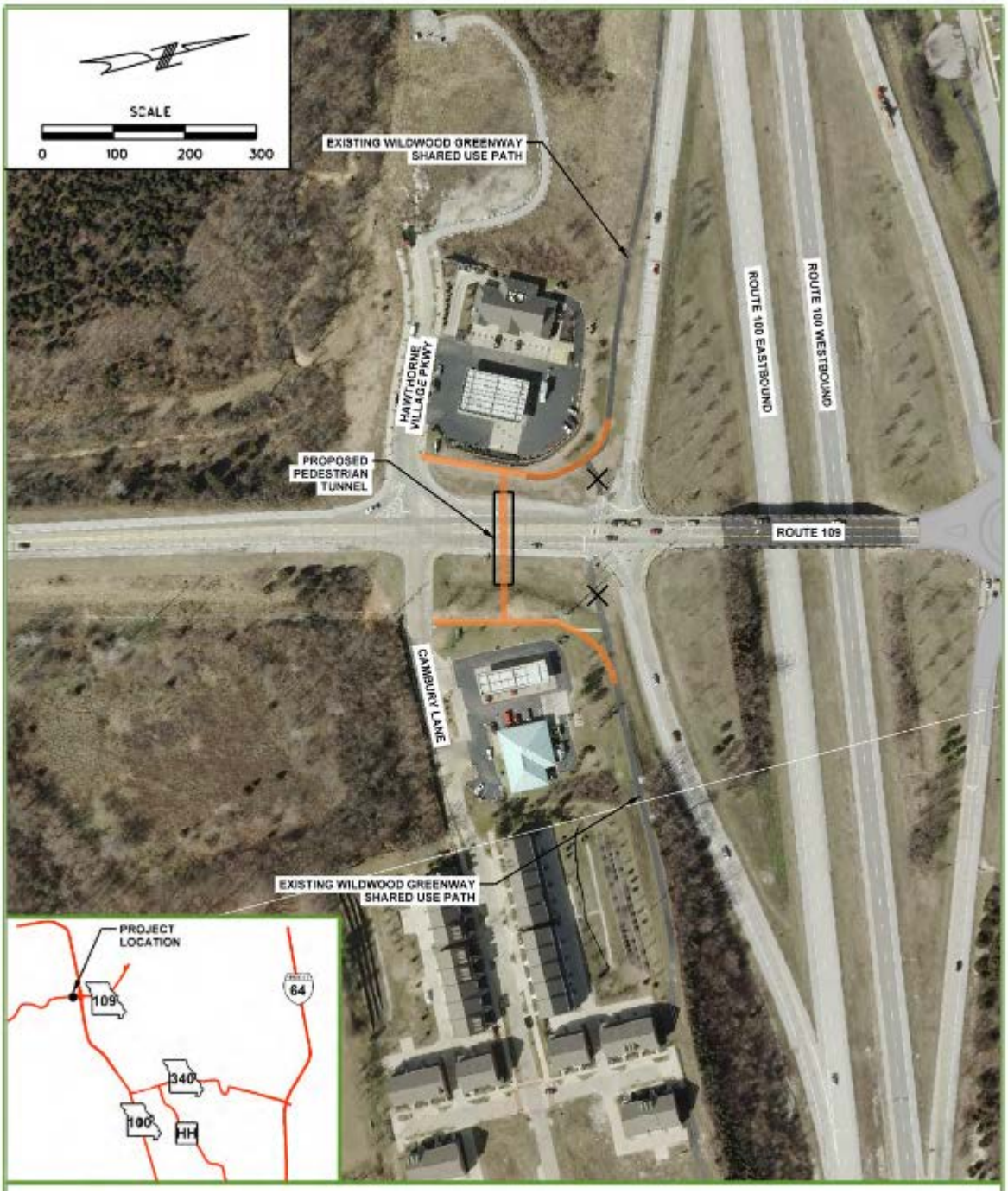


Exhibit B – Project Schedule

Project Description: City of Wildwood, TAP-5602(623), MO 109 Pedestrian Tunnel

PROJECT DEVELOPMENT SCHEDULE **Many stages can occur concurrently.*

Activity Description	State Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	02/2016	02/2016	
Execute agreement (project sponsor and DOT)	06/2016	08/2016	2
Engineering services contract submitted and approved	06/2016	08/2016	2
Obtain environmental clearances (106, CE-2, etc.)	8/2016	10/2016	2
Public meeting/hearing	10/2016		
Develop and submit preliminary plans	08/2016	10/2016	2
Preliminary plans approved	10/2016	12/2016	2
Develop and submit right-of-way plans	12/2016	1/2017	1
Review and approval of right-of-way plans	1/2017	3/2017	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)	1/2017	3/2017	2
Right-of-way acquisition	4/2017	12/2017	8
Utility coordination	4/2017	2/2018	10
Develop and submit PS&E	4/2017	2/2018	10
District approval of PS&E/advertise for bids	2/2018	5/2018	3
Submit and receive bids for review and approval	5/2018	8/2018	3
Project implementation/construction	9/2018	8/2019	11

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed

in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of $10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. **General:**

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. **Classification:**

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. **Payment of Fringe Benefits:**

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. **Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. **Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. **Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. **Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. **Violation:**

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. **Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding $2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less that the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than $1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of

a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more that $10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of $100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. **Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

2. **Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of $25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*****

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

*****

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT PREFERENCE FOR APPALACHIAN CONTRACTS

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

BILL # 2165 **ORDINANCE # 2165**

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI AUTHORIZING THE MAYOR OF THE CITY OF WILDWOOD, MISSOURI TO EXECUTE AN AMENDED CONTRACT ON BEHALF OF IT WITH OATES ASSOCIATES FOR ITS ON-GOING DEVELOPMENT OF ENGINEERED DRAWINGS/PLANS, ALONG WITH CONSTRUCTION MANAGEMENT AND ADMINISTRATION, 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 2, 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 in 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 now completed, the Department of Planning and Parks noted an opportunity to complete the access roadway between State Route 100 on the south end and Pond-Grover 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 2016 Capital Improvements Program budget for this project; and

WHEREAS, the Planning/Economic Development/Parks Committee discussed this new phase and agreed that Oates Associates had the best level of experience with this property and it proposed amending its original contract to include construction administration and management at an additional cost of six thousand five hundred dollars ($6,500.00), thereby increasing the cost of the original agreement from $43,800.00 to $50,300.00; and

WHEREAS, this action, on the part of the Planning/Economic Development/Parks Committee, was taken on February 23, 2016, 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 an amended contract with Oates Associates for the on-going development of engineered drawings/plans, along with construction administration and management, in conjunction with the community park project- Phase 2, 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 amended contract shall not exceed maximum sum of fifty thousand three hundred dollars ($50,300.00), as set forth in Attachment B of the accompanying contract.

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

This Bill was passed and approved this _____ day of, 2016, by the Council of the City of Wildwood, Missouri, after having been read by title, or in full two (2) times, prior to its passage.

_____	_____
Presiding Officer	The Honorable Timothy Woerther, Mayor

ATTEST:

_____	_____
City Clerk	City Clerk

City of Wildwood
CONSULTANT / SERVICES AGREEMENT

DEPARTMENT: **Planning and Parks** DATE: **March 15, 2016**

THIS AGREEMENT, made and effective this **15th day of March 2016**, by and between the **City of Wildwood, Missouri**, a municipal corporation hereinafter referred to as "City", and **Oates Associates**, hereinafter referred to as "Consultant", with a business address of: **720 Olive Boulevard, Suite 700, St. Louis, Missouri 63101**.

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

I. SCOPE OF SERVICES

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the Consultant services which are particularly described in any attachments incorporated herein and additionally as follows:
To provide construction administration and management services to the City of Wildwood, Missouri during its development of Phase II of the Community Park Project, which includes a roadway extension, trail completion, preparatory work in the Great Meadow Area of the site, and associated grading and stormwater improvements required therein, 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 an additional **six thousand five hundred dollars ($6,500.00)**, 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 15, 2015 (Tuesday)**, shall be completed on or before **July 29, 2016 (Friday)**, and shall be performed so as not to delay or hinder City's schedule for the project, if applicable.

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

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

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

Attachment A

City of Wildwood
CONSULTANT/SERVICES AGREEMENT
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Attachment B"

OATES ASSOCIATES
Engineering + Architecture

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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: _____

Attachment C

(Optional)

Consultant/Services Agreement

Progress Payment Schedule

Consultant: _____ Date: _____

Project: _____ Basic Compensation: $_____

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

Total Basic Compensation: $_____

Attachment D

Consultant Liability Insurance Requirements

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

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

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

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

(b) Comprehensive General Liability and Bodily Injury

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

(c) Comprehensive Automobile Liability, Bodily Injury

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

(d) Professional Liability

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

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

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

WILDWOOD

March 7, 2016

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

Re: A response to a communication dated February 2, 2016 from Dale R. Hicks, owner of Wildwood Memorial Park and Gardens, that seeks amendments to the governing Conditional Use Permit (CUP) for **P.Z. 9-10 Wildwood Memorial Park and Gardens,** which would allow the scattering of composted pet cremains on a portion of the overall twenty-eight (28) acre lot.

Zoning: Conditional Use Permit (CUP) in the NU Non-Urban Residence District and FPNU Floodplain Non-Urban Residence District

Location: Intersection of State Route 100 and Hencken Road

Ward: Six

Council Members:

Introduction >>>

The Planning and Zoning Commission is in receipt of a correspondence from the owner of the Wildwood Memorial Gardens, which is located on State Route 100 and Hencken Road. This correspondence seeks the Commission's consideration of a change to the use of one (1) of the two (2), five (5) acre lots that front onto State Route 100 for new activity not related to the human cemetery, which is limited to eight (8) acres of this twenty-eight (28) acre overall site. The new activity would allow the scattering of composted pet cremains on this portion of the collective site. Currently, this area is not authorized for any activity under the governing Conditional Use Permit (CUP).

The Planning and Zoning Commission has reviewed the files and other related materials associated with this permit, and its associated conditions, and prepared the following report and recommendation. Therefore, acting at the March 7, 2016 Executive Meeting, and by a vote of 9 to 0, the Planning and Zoning Commission hereby submits this matter to the City Council for its receipt, consideration, and review. This action by the Planning and Zoning Commission was completed in accordance with the requirements of the City's Zoning Ordinance.

Zoning History and Background >>>

For the purposes of review, **P.Z. 9-10 Wildwood Memorial Park and Gardens, c/o Dale and Jon Hicks,** was a request for a Conditional Use Permit (CUP) in the two zoning district designations that would allow the conversion of an eight (8) lot residential subdivision of single family detached dwellings to become a cemetery. The property owner had started the discussion of this property with the City in 2007, hoping to develop the difficult twenty-eight (28) acre site with eight (8) dwellings on individual lots, along with a wastewater treatment plant and common ground. The City approved an overlay district on the site to assist with its use, while protecting the sensitive areas of the property, which included floodplain, Fox

Creek, steep slopes, and mature trees. However, with the Great Recession, the development of these eight (8) lots never came to a conclusion, which led to the cemetery proposal.

The cemetery proposal was presented to the Planning and Zoning Commission in 2010 and a public hearing was held on the Conditional Use Permit (CUP) at that time. The comments on this request by the public attending the hearing were positive and indicated that, with the proper protections, such a use would be less impactful to the site and better for the neighborhood. The Planning and Zoning Commission also considered these factors, but noted that much of the area, due to the property characteristics, would be left unused and, therefore, would be a better use of it. Additionally, the Commission stated the request also met the four (4) criteria of the Zoning Ordinance for the consideration and favorable action on a Conditional Use Permit (CUP). Along with the four (4) criteria, the proposed use of the site for a cemetery would meet a need for such facilities, which are seldom proposed in many cities. Therefore, based upon this compliance and need, the Planning and Zoning Commission granted the requested permit. The City Council received the action of the Planning and Zoning Commission and agreed that such a use was appropriate at this location, given the protections included in the permit to ensure the viability of the cemetery and its long-term maintenance, once burials began there.

With the permit granted in 2011, a long process began to complete the next step in the process, an action on the Site Development Plan. Typically, this process is to be completed within a year of the permit being granted by the City. In this case, the owner of the cemetery was not prepared to move forward and needed multiple extensions of time, which led to the plan finally being reviewed and acted upon by the Commission approximately five (5) years after the granting of the permit. In this case, even with the approval of the Site Development Plan, no activity followed.

However, as part of the last extension for the Site Development Plan, the owner of the facility noted that a pet crematorium was interested in utilizing a part of the site for a scatter garden for pet cremains. This type of activity was not anticipated in 2010, when the permit was first heard and then granted, so it was not included and would need to be considered as an amendment to the governing legislation. The owner did not know how soon such request might be submitted to the City, but was advised that it would require the action of the Planning and Zoning Commission.

Current Request >>>

The current request that has been submitted to the Planning and Zoning Commission is to allow the aforementioned scatter garden for composted pet cremains to be established on one (1) of the lots that form the overall site of the Wildwood Memorial Park and Gardens. The location of the proposed scatter garden would be one (1) of the two (2), five (5) acre lots that occupy the opposite sides of the intersection of State Route 100 and Hencken Road. In this case, the lot is located on the southwest corner of this aforementioned intersection. Based upon the information provided by the owner, improvements are planned to this lot to accommodate this activity, and include the following:

1. Improvement of the existing curb cut from Hencken Road into the lot and the paving of a small parking area for a few cars.
2. Development of garden and habitat areas.
3. Provision of permanent seating.
4. Installation of a small sign denoting the area's use.
5. Construction of a granite wall, which would allow for the storage of cremains and inscriptions of pet names upon it.

Although no estimates have been provided regarding how many pet owners will utilize this facility, it appears that it could be very popular.

Analysis >>>

In considering this request, the Planning and Zoning Commission would note that it is somewhat unusual, given the size of the proposed lot that is to be used for this purpose – five (5) acres. This size of lot, in the City of Wildwood, typically has a high value for use as a residential homesite or, in this case, future human burials. However, the owner of the property has yet to develop it for either at this time. Therefore, this lot, with its proximity to State Route 100, Fox Creek (the water feature itself), and other factors that seem to render it more suitable for other activities, such as being requested at this time, than more traditional types.

The Planning and Zoning Commission does believe the use of this lot can be considered for other activities, given it is not currently part of the allowable area under the Conditional Use Permit (CUP) for human burials. The permit only allows eight (8) acres of the site to be used for human burials at this time, with the option for expansion in the future, once the facility is established and internments have progressed for a number of years. Given this prohibition on this lot for use, as part of the human cemetery, it certainly allows for other options that would be considered compatible and appropriate to be proposed and the permit can be modified to allow this additional area for this purpose.

In this case, the use of the site for composted pet cremains would seem to be acceptable, given the limited need for major improvements on the property to support this type of activity, thereby preserving much of it as an open field. Additionally, the Planning and Zoning Commission believes the extent of planned improvements in support of the scatter garden is also indicative of a low-impact nature of the activity. Collectively, along with the intent of the owner to provide new plantings to accommodate improved habitat on the site, these features make such an allowance on this lot reasonable for consideration.

However, the Commission would note that any use of this subject lot for this purpose would have to meet several zoning and land use standards to ensure the long-term care of the site is appropriate and access into and out of it safe as well. Additionally, the Commission would want to ensure the collection of composted pet cremains are compatible with the surrounding environmental conditions and would not harm the surface waters draining into Fox Creek and percolating into the groundwater below the soil. Also, along with these items, the Commission believes it is imperative that future use of this site, regardless of the longevity of the scatter garden for cremains would continue, could not be used for future purposes thereafter and would be forever dedicated as private public space from such point forward. With considerations addressed, such would lead the Commission to support the request for this activity on this single lot.

The identified considerations noted in the paragraph above would be addressed as follows in the Amended Conditional Use Permit (CUP):

Consideration	City Requirement(s)	Rationale
Access and Parking	Comply with the requirements of the Missouri Department of Transportation (MoDOT) and the City of Wildwood for these improvements.	From the Commission's review of the Site Development Plan (SDP) for this overall site, the access point to this lot is located in State right-of-way, while any new parking area must meet City requirements in this regard.

Consideration	City Requirement(s)	Rationale
		Details relating to access and parking must be indicated on an Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.
Garden Areas	Comply with the permit's current requirements, along with indicating the selection of plant materials to achieve the desired outcome of improved wildlife habitat.	This addition of planting on this lot is a component of the Commission's support, given it is currently a grass field. Without the improvement of this lot for habitat purposes, the Commission would not support this request.
Seating	Comply with the permit's current requirements.	Details relating to seating must be indicated on an Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.
Signage	Comply with the permit's current requirements.	Details relating to signage must be indicated on an Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.
Inscription Wall	Modify the permit's current requirements to accommodate this new structure on this lot.	Details relating to the inscription wall must be indicated on an Amended Site Development Section Plan and acted upon by the Planning and Zoning Commission.
Environmental Impact	The Commission is recommending the following requirements in this regard: a. Pet cremains must be pulverized and added to compost material, before being scattered at this location. b. Locations for the scattering of cremains must adhere to current setbacks associated with the lot, thereby protecting Fox Creek and abutting sites. c. Plantings as referenced above, in this table under the subject 'Garden Areas,' are required and must be identified on a revised Landscape Plan submitted by the petitioner and signed by a Landscape Architect.	At the direction of the Planning and Zoning Commission, the Department of Planning has studied the composted pet cremains that would be scattered at this location and it appears to be lightly regulated due to their limited impacts. A review of available literature indicates that pH levels are of the greatest concern and the proposed compost additive that is to be used at this facility addresses this impact. Additionally, avoiding other sensitive areas of the site, such as the creek, are required, thereby limiting impacts on surface water to the greatest extent possible.
Maintenance	Comply with the requirements of the permit in this regard and the City's Property Maintenance Code.	The petitioner has, at times, not maintained the site to the desired level, which led the Commission to previously add conditions to the governing permit to ensure these common and required maintenance efforts/practices are met on a regular basis.
Future Use	Eliminate the use of the lot at anytime in the future for another use.	The permit needs to be amended to restrict the lot's use, while also requiring the owner to place a deed restriction on the property, which would state that it would remain a scatter garden for composted pet cremains or private open space forever. The deed restriction would name the City as a signatory, so as it could not be changed in the future, without action of the City Council.

With these requirements in place, the Commission does believe this new activity on the overall site can be accommodated with a minimal impact on the area and preserve this five (5) acre site as a limited, and low-impact, utilization of the property for an extended period of time.

Summary and Recommendation >>>

The Planning and Zoning Commission has considered this request and, although not typical, the members do believe that such an additional activity at this location, given the appropriate protections and design components, can be added, which is currently not available in Wildwood, while creating a passive space with gardens. Accordingly, based upon the analysis of this request by the Planning and Zoning Commission, it is recommending the existing Conditional Use Permit (CUP) be amended to read as follows:

ATTACHMENT B - CONDITIONS

1. PERMITTED USES

This Conditional Use Permit (CUP) shall authorize an endowed cemetery to be developed, operated, and maintained in accordance with all State of Missouri rules and regulations, as identified in Chapter 214 of the Missouri Revised Statutes, and the requirements set forth herein by the City of Wildwood. This permit shall also authorize an accessory structure for maintenance purposes, parking spaces, columbariums, **and an area for the scattering of composted pet cremains.**

2. LOT SIZES, DEPTHS, AND BUILDING REQUIREMENTS

a. The size of this Conditional Use Permit (CUP) area, where the cemetery activity is permitted to locate and operate, shall not exceed eight (8) acres in overall area, as defined by Hencken Road on its east side, Fox Creek on its north end, Tamara Trail easement area on the south end, and the abutting property boundary to the east, **while the pet cremains area shall not exceed a total of five (5) acres in size and be located on the lot of record situated at the southwest corner of State Route 100 and Hencken Road.** These areas shall be defined by a legal description and Outboundary Survey, as part of the Planning and Zoning Commission's review of the Site Development Plan.

b. The size of the single permitted accessory structure shall not exceed one thousand (1,000) square feet in overall size. The architecture of this structure must be of a design that complements the rural character of Wildwood and meet the requirements for architectural review outside the Town Center Area (Chapter 415.380.2 Miscellaneous Regulations). The final elevations for this structure must be reviewed and acted upon by the City's Architectural Review Board. The owner/operator of this facility shall be required to provide a restroom facility, as part of the development of this cemetery, which shall be constructed in conjunction with the aforementioned maintenance structure. This restroom facility must meet all State, County, and local requirements for the treatment of wastewater effluent onto the site.

c. The total number of columbariums shall not exceed three (3) in total within the boundaries of this Conditional Use Permit (CUP) area. Special access provisions shall be provided to these features, whether for vehicles or pedestrians. These features and provisions shall be

reviewed and acted upon by the Planning and Zoning Commission on the Site Development Plan.

d. The owner/operator of this cemetery facility must provide seating areas, as part of the traditional gravesite areas, **along with the pet cremains area**, with landscaping, for visitors to them. The number, location, and type of seating and landscaping shall be indicated on the Site Development Plan to be reviewed and acted upon by the Planning and Zoning Commission. Landscaping associated with this seating shall be governed by the requirements set forth in Section 4 (p.) of this permit – Landscaping Requirements.

e. No structure shall be more than one (1) story or twelve (12) feet above finished final grade, as measured from the top of foundation to the average elevation of the land area within a one hundred (100) foot radius of it. No headstone placed at a grave plot shall exceed a height of six (6) feet.

f. The maximum area of this eight (8) acre tract of land, which can be used for development and related land disturbance for the permitted and accessory uses, shall not exceed seven (7) acres. **This restriction does not include the five (5) acre scatter garden area, which may be disturbed for the purposes of access, parking, and wall construction, all of which must be indicated on an Amended Site Development Plan and reviewed and acted upon by the Planning and Zoning Commission.**

g. The minimum amount of this eight (8) acre tract of land, which must be preserved, as part of this development shall be one (1) acre in overall size. **This restriction does not include the five (5) acre scatter garden area, which may be disturbed for the purposes of access, parking, landscaping, and wall construction, all of which must be indicated on an Amended Site Development Plan and reviewed and acted upon by the Planning and Zoning Commission**

3. PLAN SUBMITTAL REQUIREMENTS

Within twelve (12) months of the Conditional Use Permit (CUP) being granted by the Planning and Zoning Commission, and prior to any site disturbance, the developer shall submit to the Planning and Zoning Commission for their review and approval a Site Development Plan. Given due cause has been shown by the developer, this time interval is hereby extended, but not beyond **twelve (12) months of the date of the granting of this amended permit** ~~April 22, 2015~~, by the Planning and Zoning Commission, in accord with requirements of Chapter 415.500 Conditional Use Permit Procedure (CUP) of the City of Wildwood Zoning Code. Said Site Development Plan shall include, but not be limited to, the following information:

a. Outboundary plat and legal description of the property.
b. A general plot layout of gravesites and walkways providing access to them, with setback lines from all streets and roadways on and adjacent to the property. A typical configuration for a plot area that indicates all site design information such as, but not limited to, right-of-way width, improvement dimensions and locations, setbacks, and structure placement, along with sizes.
c. A general plan indicating setback lines along the perimeter of the subject tract of land and surrounding property lines and related improvements within four hundred (400) feet of this

site's boundaries, i.e. curb cut and access locations, stormwater facilities, and utility installations.

d. Location of all roadways adjacent to the property, including required roadway right-of-way dedication and pavement widening, with existing and proposed improvements and sidewalks, and general location, size, right-of-way, and pavement width of all interior drives.

e. The location and size of all freestanding signs, lighting, fences, and other above ground structures, except retaining walls less than three (3) feet in height per section.

f. Existing and proposed contours at vertical intervals of not more than two (2) feet.

g. General location of sanitary sewer and stormwater facilities.

h. Parking calculations.

i. A Landscape Plan including, but not limited to, the location, size, and general type of plant materials to be used in accord with the City of Wildwood's Chapter 410 and accompanying Tree Manual.

j. An inventory of the percent of tree canopy or individual trees to be retained on the site indicated on a Tree Preservation Plan completed in accordance with the City of Wildwood Chapter 410 Tree Preservation and Restoration Code and accompanying Tree Manual.

k. Location of all existing and proposed easements.

l. A stormwater pollution prevention plan (SWPPP) indicating the location of all erosion and siltation control measures, which must be signed by the developer of the site.

m. All other information not mentioned above, but required on a preliminary plat in accord with Chapter 420.060 of the City of Wildwood Subdivision and Development Regulations.

4. SITE DEVELOPMENT PLAN DESIGN CRITERIA

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

Structure Setbacks -

a. No structure, other than boundary and/or retaining walls, fences, entry monuments at roadway access points, and/or light standards, shall be located within the following setbacks that are specified in Chapter 415.090 NU Non-Urban Residence District of the City of Wildwood's Zoning Code.

Parking Setbacks

b. All parking stalls or loading spaces, excluding points of ingress or egress and streets and roads, shall comply with the requirements of Chapter 415.090 NU Non-Urban Residence District of the City of Wildwood's Zoning Code.

Miscellaneous Setbacks

c. No portion of any structure foundation shall encroach within twenty-five (25) feet of the 'Final Resource Protection Line.'

d. No portion of any grave plot, feature, structure, **or scatter garden area** shall extend into a designated floodplain or Natural Resource Protection Area designated on the site, as identified on the Site Development Plan that is required to be reviewed and acted upon by the Planning and Zoning Commission.

Access and Roadway Improvements

e. Access to Hencken Road shall be limited **to no more than two (2)** ~~one (1)~~ residential street approaches located to provide required sight distances and constructed to conform to the requirements of **the Missouri Department of Transportation (MoDOT)** and the City of Wildwood, as directed by the Department of Public Works. The final design of this street approach shall be shown on the Site Development Plan and be acted upon by the Planning and Zoning Commission, as part of their consideration of this submittal. All work within the right-of-way shall be as directed by the City of Wildwood's Department of Public Works and be completed under the auspices of a Special Use Permit(s).

f. The relocation of the existing Tamara Trail private roadway and easement shall only be authorized, as provided by law and the determination of the City Attorney, after review of current legal documents. The property owner of this cemetery site shall be required to create an easement for this existing roadway at a thirty-four (34) foot width, which shall provide for access and utility purposes that complies with the City of Wildwood's Subdivision and Development regulations in this regard.

g. Dedicate a minimum of five (5) foot strip of land on both sides of the existing right-of-way of Hencken Road to comply with the requirements of the City of Wildwood. Additionally, the developer shall be responsible for roadway improvements to Hencken Road that shall minimally meet the City of Wildwood's 'Rural Roadway Standard' and be constructed in accordance with the direction of the City of Wildwood's Department of Public Works in this regard.

h. The owner/operator of this cemetery facility shall construct, at its cost and responsibility, a twenty-six (26) foot wide internal private roadway, within a thirty-four (34) foot wide right-of-way easement, for vehicles and pedestrians to serve for access purposes to the cemetery facility that complies with the construction specifications of the City of Wildwood's 'Rural Roadway Standard' and as directed by the Director of Public Works. Street design and construction details, including location on the site, shall be as reviewed and acted on the Site Development Plan by the Planning and Zoning Commission.

i. Provide a defined twenty (20) foot wide easement to the City of Wildwood, conforming to the City of Wildwood ADA standards, adjacent to the State Route 100 right-of-way, along with the finish grading thereof, as directed by the Missouri Department of Transportation and the Department of Public Works.

j. No direct access from this facility shall be authorized to State Route 100 or Tamara Trail.

Miscellaneous Roadway Requirements

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

l. Provide a sight distance study for the proposed access points onto Hencken Road, as required by the City of Wildwood. If adequate sight distance cannot be provided at the proposed access locations, acquisition of right-of-way, reconstruction of pavement, including correction of vertical alignment, and other off-site improvements shall be required, as directed by the City of Wildwood Department of Public Works.

m. All traffic related to this cemetery facility is prohibited to utilize the existing Tamara Trail roadway and easement for access to and from the subject site. Violations of this restriction shall be enforced by the issuance of a summons to the owner/operator of the cemetery.

n. The use of Hencken Road (south of the site) for funeral processions associated to this facility, whether directly or indirectly, shall be prohibited. With the acceptance of this Conditional Use Permit by the owner/operator of this cemetery facility, he/she agrees that any violation of this prohibition is their responsibility and agrees to accept said summons to appear in the City's Municipal Court therein.

Parking Requirements

o. Parking spaces shall be provided, as required by Chapter 415.280 Off-Street Parking and Loading Requirements of the City of Wildwood Zoning Code for the NU Non-Urban Residence District. However, no more than five (5) parking spaces shall be provided on the site of the cemetery, **with the same number of parking spaces to serve the scatter garden area.**

Landscape Requirements - Specific

p. Landscaping shall adhere to all requirements of Chapter 410 of the City's Tree Preservation and Restoration Code and its accompanying Tree Manual, including the submittal of a Tree Preservation Plan in conjunction with the Site Development Plan.

q. All street and road right-of-way areas shall be appropriately landscaped, as required by the Chapter 410 Tree Preservation and Restoration Code, and be reviewed and acted upon by the Planning and Zoning Commission on the Site Development Plan.

r. The areas of existing vegetation within the Conditional Use Permit (CUP) boundaries identified as to be retained shall be marked on the site prior to the commencement of any disturbance in accord with the City of Wildwood's Chapter 410. These areas shall be indicated on the Site Development Plan submitted to the City of Wildwood for Planning and Zoning Commission review and action. Existing mature tree canopy shall be preserved in accordance with the requirements of City of Wildwood's Chapter 410 Tree Preservation and Restoration Code.

s. Landscaping, with evergreen trees, shall be required to be installed (to provide a one hundred (100) percent sight-proof screen) between the gravesites and Tamara Trail (the roadway) on this cemetery site and comply with Chapter 410 Tree Preservation and Restoration Code requirements and accompanying Tree Manual.

t. A landscape berm shall be installed along the east side of the Hencken Road right-of-way, at a height of no less than three (3) feet, with plantings (mixed species), natural stone, and ground cover incorporated into its design, from the proposed entry into the development at Hencken Road, north to Fox Creek. This berm, and related design, shall be acted upon by the Planning and Zoning Commission on the Site Development Plan/Landscape Plan.

u. An inscription wall may be allowed upon the five (5) acre area to be designated for the scattering of per cremains, but must be indicated on a Site Development Plan and reviewed and acted upon by the Planning and Zoning Commission. Before action on this plan by the Planning and Zoning Commission, the inscription wall must be submitted, reviewed, and acted upon by the Architectural Review Board, consistent with the requirements set forth for such types of reviews outside the Town Center Area.

v. A registered Landscape Architect shall prepare, submit, and sign all plan(s).

Signs

w. Signs for this Conditional Use Permit (CUP) shall be erected in accordance with Chapter 415.410 Sign Regulations of the City of Wildwood Zoning Code for the NU Non-Urban Residence District.

x. The location of all signage shall be reviewed and acted upon by the Planning and Zoning Commission on the Site Development Plan.

Lighting Requirements - Outdoor

y. The location of all lighting standards shall be reviewed and acted upon by the Planning and Zoning Commission, as part of its consideration of the Site Development Plan. No on-site illumination source shall exceed sixteen (16) feet in height or be so situated that light is cast directly on adjoining properties. Minimally, lighting levels and their design specifications shall be approved by the Director of Planning and subject to reasonable standards, which adhere to generally accepted principles and practices of this industry, as defined by the City of Wildwood's Outdoor Lighting Requirements – Chapter 415.450 of the Zoning Code.

Miscellaneous Conditions

z. Parking, circulation, and other applicable site design features shall comply with Chapter 1101, Section 512.4 "Physically Handicapped and Aged" of the S.L.C.R.O. 1974, as amended.

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

bb. All retaining walls exceeding three (3) feet in height per section or crossing individual property lines shall be constructed of an appropriate inter-locking concrete block system or boulders. Walls crossing property lines shall be located in a maintenance easement. The Planning and Zoning Commission, as part of the Site Development Plan review process, shall review and act upon said materials and design.

cc. All utilities serving this site shall be installed underground in accord with the requirements of the City of Wildwood's Subdivision and Development Regulations. Any existing easements located on the subject site, which are not being utilized, shall be vacated under the standard procedures of the City of Wildwood Subdivision and Development Regulations.

dd. Developer shall construct improved Public Space in the amount of 1,742.4 square feet on the subject site or otherwise comply with the Public Space requirements relative to such amount of required Public Space, as set forth in the draft Public Space Study and Ordinance on file with the City Clerk this date, and incorporated herein. The City Council accepts the findings of the Public Space Study and determines the compliance with the Public Space Ordinance provisions will address the impact of this specific development on Public Space needs in a manner and amount that is equal to or less than an amount that is roughly proportional to the actual or anticipated impact. Satisfaction of the Public Space requirement established herein (in the amount of 1,742.4 square feet) shall be deemed to meet the developer's Public Space requirements relating to this permit respective of any subsequent Public Space dedication requirements or ordinance that may be enacted establishing a different or greater Public Space requirement. No improvements are to be required in this case, within the dedicated land area or trail easement, except the aforementioned requirement for completion of finish grade in the latter.

ee. The owner/operator of his facility shall be required to operate this cemetery as an endowed facility under the laws of the State of Missouri and provide to the City of Wildwood an amount of ten thousand dollars ($10,000.00), in the form of a bond, that is exercisable to the City of Wildwood to address conditions on the site, if the facility is abandoned or maintenance is not provided. If the endowment is not maintained, the City of Wildwood shall have the right to revoke the Conditional Use Permit (CUP), after such determination and hearing on the same.

ff. **The owner or operator of the scatter garden area shall be required to meet the following stipulations in regards to pet cremains placed upon the allowable lot:**

I. **Pet cremains must be pulverized and added to compost material, before being scattered at this location.**
II. **Locations for the scattering of cremains must adhere to current setbacks associated with the lot to protect Fox Creek and abutting sites.**
III. **Plantings within the required 'Garden Areas' shall be provided and must be identified and acted upon by the Planning and Zoning Commission, as part of a revised Landscape Plan submitted by the petitioner and signed by a Landscape Architect.**

5. VERIFICATIONS PRIOR TO APPROVAL OF THE SITE DEVELOPMENT PLAN

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

Stormwater Improvements

a. Submit to the Planning and Zoning Commission an engineering plan approved by the Department of Public Works showing that adequate handling of the stormwater drainage of the site is provided.

i. The developer is required to provide adequate stormwater systems in accordance with the City of Wildwood standards.
ii. All stormwater shall be discharged at an adequate natural discharge point.
iii. Detention/retention of differential runoff of stormwater shall be required. These features shall be provided in permanent detention/retention facilities, such as ponds, dry reservoirs, or other acceptable alternatives. These detention/retention facilities shall be completed and in operation prior to the issuance of building permits for an approved dwelling unit, except display lots.
iv. The developer of this site shall be solely responsible to provide the necessary mechanisms, as part of the subdivision platting process, to implement "best management practices" for stormwater management and the construction of related facilities. Minimally, these practices/facilities should include rain gardens, swales, and other options to substantially reduce the amount of stormwater leaving the subject site.

Natural Resource Protection Standard Plans

b. Provide a revised and final copy of the Natural Resource Protection Plan indicating all areas of the site, which are to be designated as protected and not developable. This revised and final copy of this map shall be reviewed and signed by a qualified soil scientist, who completed the analysis, and a statement indicating compliance with all the requirements of Chapter 420.200 of the City of Wildwood's Subdivision and Development Regulations have been met.

Floodplain Study

c. The developer shall provide a floodplain study to the Department of Public Works indicating compliance to the requirements of the City of Wildwood, the U.S. Army Corp of Engineers, and the Federal Emergency Management Agency regarding disturbance or development in the floodplain. This study shall minimally provide information relating to access across the floodplain area and be reviewed and acted upon by the Department of Public Works, as part of the Site Development Plan submittal process.

6. RECORDING

Within sixty (60) days of granting of the Conditional Use Permit (CUP) by the Planning and Zoning Commission, a copy of the conditions and a legal description of the area shall be recorded with the St. Louis County Recorder of Deeds.

7. VERIFICATION PRIOR TO PERMITS

Notification to Department of Planning

a. Subsequent to approval of the Site Development Plan and prior to issuance of any grading, foundation, or building permit, all approvals from the Department of Public Works, the

Missouri Department of Transportation, the Missouri Department of Insurance, License, and Registration, and the Missouri Department of Natural Resources must be received by the Department of Planning.

Land Subdivision

b. Record a proper subdivision of the grave plots that complies with all other applicable Subdivision and Development Regulations sections affecting the division of land for this intended purpose, except as otherwise specified by this ordinance.

Escrow Requirements

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

Improvement Plans

d. Prior to approval of the Record Plat, a set of Improvement Plans (Construction) shall be submitted to the City of Wildwood Department of Public Works and Department of Planning for review and action. No site disturbance shall be authorized, until these plans are approved.

8. GENERAL DEVELOPMENT CONDITIONS

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

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

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

d. The developer is advised that utility companies will require compensation for relocation of their utility facilities within public right-of-way. The developer should also be aware of extensive delays in utility company relocation and adjustments. Such delays will not constitute a cause to allow occupancy prior to completion of infrastructure improvements.

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

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

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

h. Any other applicable zoning, subdivision, or other regulations or requirements of the City, whether in effect at the adoption of this permit or as may be hereinafter adopted, shall further apply to the development of this property as authorized by this Conditional Use Permit (CUP), except as may be provided by law. Nothing herein shall be deemed a waiver of any subdivision, zoning, or other development regulation of the City whether by implication or reference.

i. This zoning approval is conditioned on compliance with the Zoning Code, Subdivision and Development Regulations, and all applicable laws of the City. Such additional regulations are supplemental to the requirements herein and no modification of any applicable regulations shall result from this Conditional Use Permit (CUP), except where this permit has expressly modified such regulations by reference to the applicable provision authorizing such modification.

~~j. The effective date of any amendment to this existing Conditional Use Permit (CUP) shall not be less than fifteen (15) days or more than forty five (45) days in total. This additional time for the effective date of any amendment to this Conditional Use Permit (CUP) is to allow for the following to occur:~~

~~1. The existing graded areas on the tract of land be restored to their original condition and all rock transported to the site be removed.~~
~~2. The remnants from the subdivision promotion sign that was previously installed are to be removed completely from the site.~~
~~3. The existing field, abutting Hencken Road and Tamara Trail Drive must be cut once before the upcoming winter season and, thereafter, regularly from the spring.~~
~~4. The owners submit a letter requesting the Planned Residential Development Overlay District Ordinance approved for this property be voided, given the timelines associated with it have all passed.~~

~~If completed and these conditions no longer exist on the subject property, the effective date of any amendment to the Conditional Use Permit (CUP) thereafter would be fifteen (15) days from the City Council's receipt and filing of the Planning and Zoning Commission's report, unless "Power of Review" is exercised by it.~~

j. Site preparation, i.e. the installation of roadway improvements and required utilities on and abutting the subject site, along with submittal and receipt of permits for the development of other required structures, buildings, and accessory items identified on the approved plan and permit, as required, shall be completed within thirty (30) months of the Site Development Plan's approval and recording by the Planning and Zoning Commission.

k. **The owner of the property, where the scatter garden is authorized and allowed, shall not use it for any other purpose than set forth herein by this permit and must place a deed restriction on the five (5) acre lot of record indicating its use for this activity or, if not, private public space never to be developed in the future. The City of Wildwood, Missouri**

shall be named as a signatory in the deed restriction, thereby identifying it as a party that must agree to, and release, said instrument from the subject lot, if ever requested in the future.

All other conditions remain in unchanged and in full force.

Respectfully submitted,
CITY OF WILDWOOD PLANNING AND ZONING COMMISSION

R. Jon Bopp, Chair

ATTEST:

Joe Vujnich, Director
Department of Planning

Cc: The Honorable Timothy Woerther, Mayor
Ryan S. Thomas, P.E., City Administrator
Rob Golterman, City Attorney
Kathy Arnett, Assistant Director of Planning and Parks
Travis Newberry, Planner
Dale R. Hicks, Property owner and Petitioner

Note: Additions to the existing Conditional Use Permit (CUP) are shown by blue, bolded type.

Dale Hicks and Associates, L.L.C.
P. O. Box 34
Eureka, MO 63025-0034
www.dalehicksandassociates.com

Office: 314.750.2804
Fax: 636.451-7733

Full-service Realtors, Builders, Developers, and Engineers

February 2, 2016

Mr. Joe Vujnich
c/o City of Wildwood
16860 Main Street
Wildwood, MO 63040

Subject: Wildwood Memorial Park and Gardens
Wildlife Habitat Section for Pets

Dear Mr. Vujnich:

This letter will confirm our meeting today regarding the 5 acre section on the Northwest corner of our property at Hencken Road and Hwy 100. This parcel is on the West side of Hencken Road and South of Hwy 100.

It is our desire to scatter composted pet cremains on this parcel. The cremains will be mixed 50/50 with a product marketed as "Let Your Love Grow" (a business headquartered in Wildwood, MO) and then composted until it becomes an organic soil supplement that supports the natural order of life including plant growth. No cremains will be scattered without first being composted with the Let Your Love Grow product for the specified time the materials need to compost and become supportive to all life forms. This will be supportive and sustainable for all natural resources.

At this time we would propose to improve the existing curb cut by paving a small area for parking a few automobiles that might choose to visit the site, develop garden areas to include butterfly gardens to attract and support migrating Monarch butterflies as well as others, we would provide permanent outdoor benches for people to sit and enjoy the natural surroundings, we would propose the installation of a permanent sign to blend with the natural character of the area to show this is a wildlife habitat and final resting place for beloved pets, we would propose the installation of an undulating granite wall 6' or less in height where pet names could be etched in the stone as a memorialization perhaps with niches on one side of the wall to receive cremains for those who don't choose to scatter, last we would install bird houses along the wooded perimeter to encourage birds to nest and we would like to attract purple martins by providing a martin house that would be in character for the area and installed on the east side of Hencken Road near the power lines where martins seem to enjoy congregating. We would like to have the martin house up and ready by March 15th, which is the approximate date for migrating martins to return to this area.

Thank you for your consideration of our request. If there is anything you need from us, please let me know and we will do our best to provide it to you as soon as possible.

Sincerely,

Dale R. Hicks,
Managing Member

State of Missouri

Department of Insurance, Financial Institutions and Professional Registration
Division of Professional Registration
Office of Endowed Care Cemeteries

Endowed Care

VALID THROUGH AUGUST 31, 2016
ORIGINAL CERTIFICATE/LICENSE NO. 2015042696

WILDWOOD MEMORIAL PARK AND GARDEN!
P.O. BOX 34
EUREKA MO 63025
USA

EXECUTIVE DIRECTOR

DIVISION DIRECTOR

PRELIMINARY DEVELOPMENT PLAN FOR:

WILDWOOD MEMORIAL PARK & GARDENS

A TRACT OF LAND BEING PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 44 NORTH, RANGE 3 EAST CITY OF WILDWOOD, MISSOURI

"NU" NON-URBAN RESIDENCE DISTRICT WITH A PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT - ORDINANCE # 1273

GENERAL NOTES:

1. GROSS ACREAGE OF TRACT: 28.266 ACRES (3.45 AC. IN 100 YR. FLOOD PLAIN)
2. PRESENT ZONING OF TRACT: (ORDINANCE # 1273) "NU" NON-URBAN DIST. W/ PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DIST. (P.R.D.)
3. PRESENT LAND USE: VACANT
4. PROPOSED LAND USE: MEMORIAL PARK AND GARDENS
5. REQUIRED PARKING: MAXIMUM OF 3 EMPLOYEES WITH 2 SPACES REQUIRED PLUS 1 ADDITIONAL SPACE FOR VEHICLE USED IN THE OPERATION. TOTAL 3 SPACES REQUIRED.
6. PROPOSED PARKING: 3 PARKING SPACES WILL BE PROVIDED AT THE ENTRANCE TO WILDWOOD MEMORIAL PARKWAY.
7. ALL GRADING AND DRAINAGE TO BE IN CONFORMANCE WITH CITY OF WILDWOOD STANDARDS.
8. STORMWATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
9. LANDSCAPE STANDARDS: AS REQUIRED PER CITY OF WILDWOOD STANDARDS.
10. NO BUILDINGS AND OR STRUCTURE SHALL BE MORE THAN TWO (2) STORIES ABOVE FINAL GRADE, AS MEASURED FROM THE FRONT BUILDING LINE ON ANY INDIVIDUAL LOT AT ITS FRONTAGE ALONG THE STREET. GARAGES SHALL BE CONSTRUCTED AS SIDE OR REAR ENTRY ONLY WITHIN THIS DEVELOPMENT.
11. INDENTURES IF REQUIRED FOR THIS PROPOSED DEVELOPMENT WILL BE PROVIDED TO THE CITY PRIOR TO RECORDING.
12. ENTRANCE, STREET INTERSECTION, AND CUL-DE-SAC SHALL BE CONSTRUCTED TO CITY OF WILDWOOD AND MISSOURI DEPARTMENT OF TRANSPORTATION (MODOT) STANDARDS.
13. SLOPE SHALL NOT EXCEED 3 (HORIZONTAL) : 1 (VERTICAL), UNLESS SUPPORTED BY GEOTECHNICAL REPORT AND APPROVED BY THE DEPARTMENT OF PUBLIC WORKS.
14. SIGNAGE SHALL COMPLY WITH THE CITY OF WILDWOOD STANDARDS.
15. ALL PROPOSED RETAINING WALLS OVER 6' IN HEIGHT SHALL BE TIERED, BOULDERED OR A "HERCULES" TYPE SEGMENTED BLOCK WALL SHALL BE BUILT, OR ALTERNATE AS APPROVED BY THE CITY OF WILDWOOD.
16. PROPERTY INFORMATION:
    3901 HENCKEN ROAD & 18706 HWY. 100
    PACIFIC, MO 63069
    BK. 17251; PG. 1753
    LOC. # 26Y640097, 26X430064 & 26X430075
    OWNER/DEVELOPER:
    DALE HICKS AND ASSOCIATES, L.L.C.
    P.O. BOX 34
    EUREKA, MO 63025
    PH.# 314-750-2804
18. SURVEYOR/ENGINEER:
    BUESCHER DITCH & ASSOC.
    P.O. BOX 621
    WASHINGTON, MISSOURI 63090
    PH.# 636-239-6255
19. PER FLOOD INSURANCE RATE MAP #29189C0240H WITH AN EFFECTIVE DATE OF AUGUST 2, 1995, THIS SITE LIES WITHIN ZONE X, AREA DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN, ZONE X-AREA OF 500-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD, AND IN ZONE AE-AREAS INUNDATED BY 100-YEAR FLOODS.
20. NO DIRECT ACCESS TO STATE ROUTE 100 IS PERMITTED.
21. ALL KNOWN EASEMENTS HAVE BEEN PLOTTED.
22. SEWAGE TREATMENT AND COLLECTION DESIGN TO BE COMPLETED AT THE TIME OF DEVELOPMENT OF FUTURE CHAPEL.
23. THE LOWEST OPENING FOR THE FUTURE CHAPEL, INCLUDING BASEMENT SHOULD BE ELEVATED TO AT LEAST ELEVATION 666.0.
24. NEAREST MAJOR INTERSECTION IS HENCKEN ROAD & STATE ROUTE 100.
25. IT IS UNDERSTOOD THAT IF A CONDITIONAL USE PERMIT (CUP) IS GRANTED THE EXISTING PLANNED RESIDENTIAL DEVELOPMENT OVERLAY DISTRICT WILL BE FORMALLY TERMINATED BY ACTION OF THE CITY OF WILDWOOD.
26. THERE ARE NO STORAGE BUILDINGS PLANNED AT THIS TIME NOR ARE THERE PLANS FOR A CEREMONIAL PERGOLA TYPE STRUCTURE AT THIS TIME.
27. IT IS ANTICIPATED THAT THERE WILL BE 8,000 TO 10,000 GRAVE SITES ON THIS SITE.
28. THERE ARE NO PROPOSED LIGHT STANDARDS FOR THIS SITE.
29. THERE ARE NO PROPOSED SIGNS FOR THIS SITE AT THIS TIME.
30. ALL EXISTING AND PROPOSED EASEMENTS HAVE BEEN INDICATED ON THE PLAN. ALL SIDEWALKS WILL BE CONSTRUCTED TO CITY OF WILDWOOD ADA STANDARDS. GRADING AND DRAINAGE SHALL BE PER CITY OF WILDWOOD STANDARDS.
31. ENTRANCES, STREET INTERSECTIONS, AND CUL-DE-SACS SHALL BE CONSTRUCTED TO CITY OF WILDWOOD STANDARDS.
32. GRADING AND DRAINAGE SHALL BE PER CITY OF WILDWOOD AND MSD STANDARDS.
33. NO SLOPE SHALL EXCEED 3 (HORIZONTAL) TO 1 (VERTICAL) UNLESS SUPPORTED BY GEOTECH. REPORT.
34. STORMWATER SHALL BE DISCHARGED AT AN ADEQUATE NATURAL DISCHARGE POINT. SINKHOLES ARE NOT ADEQUATE NATURAL DISCHARGE POINTS.
35. THERE WILL BE NO PROPOSED SANITARY SEWER TREATMENT AT THIS TIME.

PROPOSED USE OF LAND

DALE HICKS AND ASSOCIATES PROPOSES TO USE THE LAND TO CELEBRATE THE LIVES OF THOSE INTERRED AND INURNED ON THE PROPERTY. FAMILIES AND FRIENDS HAVE THE ABILITY TO MEMORIALIZE LOVED ONES BY TRADITIONAL BURIAL OR PERMANENT PLACEMENT OF CREMATED REMAINS.

CEMETERY DEFINITIONS

1) COLUMBARIUM
A COLUMBARIUM CONSISTS OF NUMEROUS SMALL COMPARTMENTS (NICHES) DESIGNED TO HOLD URNS CONTAINING CREMATED REMAINS. TYPICALLY, COLUMBARIA ARE CONSTRUCTED WITH DURABLE MATERIALS LIKE GRANITE AND BRONZE.
2) INTERMENT AREA
AREA RESERVED FOR TRADITIONAL BURIAL SITES. EACH BURIAL SITE WILL BE 4 FEET WIDE BY 10 FEET LONG AND REQUIRE THE USE OF A SEALED VAULT FOR EVERY CASKET.
3) INURNMENT
THE PROCESS OF PLACING CREMATED REMAINS IN AN URN AND THEN PERMANENTLY PLACING THE URN ABOVE THE GROUND IN A COLUMBARIUM NICHE, OR BELOW GROUND IN A GRAVE.
4) LIVING MEMORIAL GARDEN
AREA RESERVED SPECIFICALLY FOR MEMORIALIZING A LOVED ONE BY PLACING THEIR CREMATED REMAINS AT THE ROOTS OF AN EXISTING, OR NEWLY PLANTED, LONG-LIVING TREE. THE MINERALS IN THE REMAINS ARE ABSORBED AND USED BY THE LIVING TREE. FOR REFERENCE, LOOK ON THE WEB AT WWW.LETYOURLOVEGROW.COM <HTTP://WWW.LETYOURLOVEGROW.COM>
5) LIVING MEMORIAL GARDEN AND INTERNMENT AREA
AREA RESERVED FOR EITHER LIVING MEMORIALS, TRADITIONAL BURIALS, OR A COMBINATION OF BOTH.
6) SCATTER GARDEN
NATURAL AREA RESERVED FOR SURFACE SCATTERING OF CREMATED REMAINS. THE REMAINS ARE INERT MINERALS (MOSTLY PHOSPHOROUS AND CALCIUM) REUSABLE BY NATURE.
7) NON-INVASIVE MEMORIALS
SMALLER DURABLE (GRANITE, CONCRETE, OR BRONZE) MEMORIALS OFFERED IN THE LIVING MEMORIAL AND SCATTER GARDEN AREAS. THEY DO NOT REQUIRE A FOUNDATION OR SURFACE DISTURBANCE, THEREBY MAINTAINING THE NATURAL SETTING. EXAMPLES INCLUDE SMALL CAST BRONZE MARKERS, ETCHED GRANITE STONES, AND ETCHED CONCRETE BENCHES.
8) SOFT TRAILS
UNPAVED FOOT TRAILS FOR PEDESTRIAN TRAFFIC ONLY.

PERTINENT DATA:

GAS: LACLEDE GAS COMPANY, 720 OLIVE STREET, ST. LOUIS, MO 63101, (314) 342-0500

TELEPHONE: AT&T, 1151 CENTURY TEL DR., P.O. BOX 751, WENTZVILLE, MO 63385, (636) 332-7261

ELECTRIC: AMEREN UE, 200 N. CALLAHAN RD., WZ-658, WENTZVILE, MO 63021, (314) 342-1111

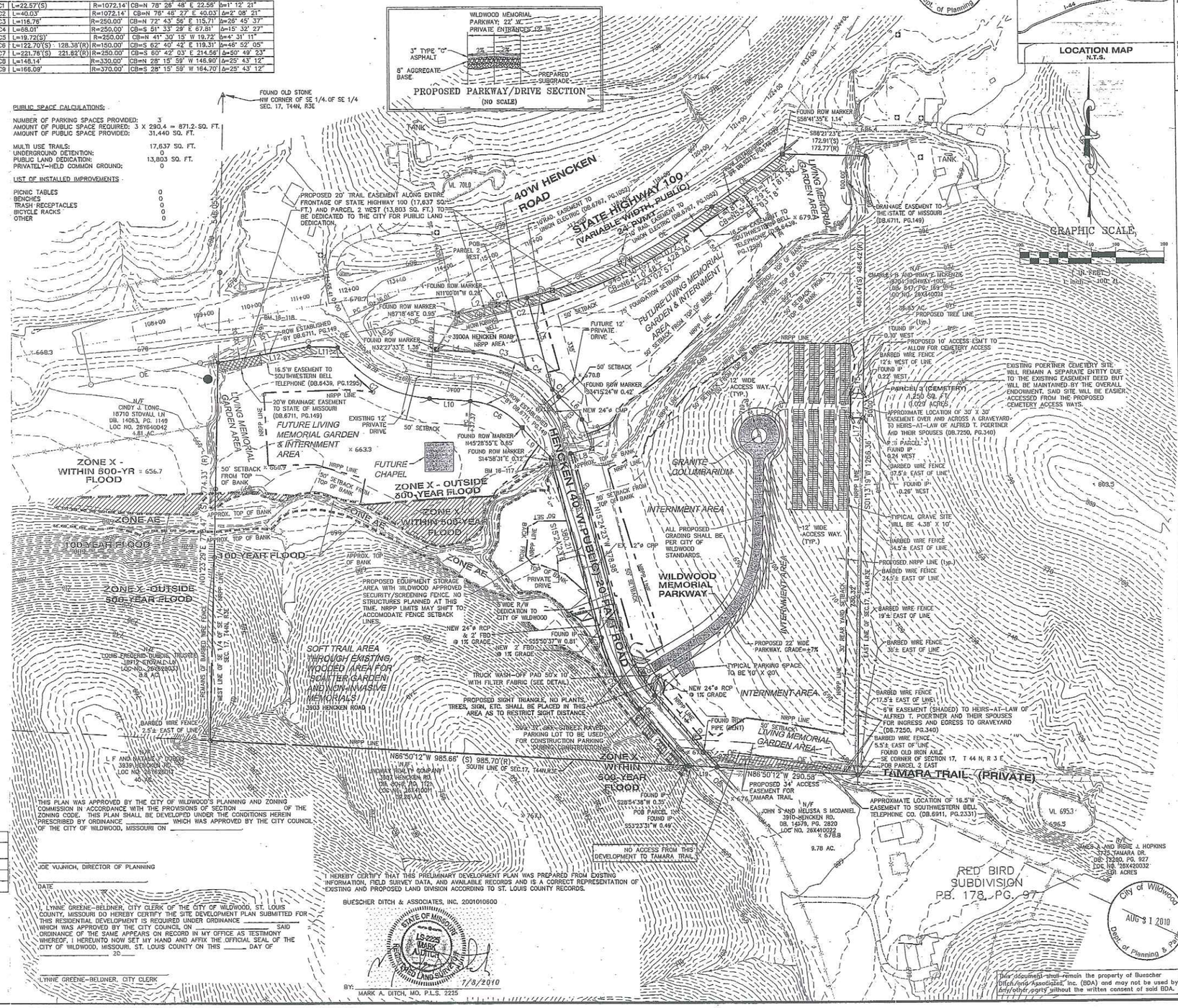
FIRE DIST: METROWEST FIRE DISTRICT, P.O. BOX 310, WILDWOOD, MO 63040, (636) 458-2100

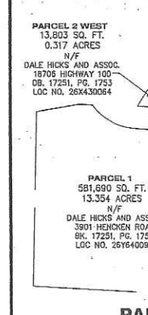
WATER: MISSOURI AMERICAN WATER COMPANY, 535 NORTH NEW BALLAS RD., ST. LOUIS, MO 63141, (314) 991-3404

SCHOOL DIST.: ROCKWOOD SCHOOL DISTRICT, 111 EAST NORTH ST., EUREKA, MO 63025, (636) 938-2200

L1	N 12° 27' 33" E	83.67'(S) 87.67'(R)	L11	S 88° 22' 01" E	58.35'(S) 58.27'(R)
L2	N 75° 53' 13" E	87.49'	L12	N 80° 12' 27" E	186.64'(S) 187.17'(R)
L3	S 15° 24' 23" E	141.23'(S)	L13	N 41° 07' 35" W	154.74'
L4	N 36° 08' 45" W	79.08'(S) 84.80'(R)	L14	S 41° 07' 35" E	155.21'(S) 155.18'(R)
L5	S 15° 24' 23" E	194.46'(S)	L15	N 88° 46' 41" W	25.00'
L6	N 45° 07' 58" W	65.91'(S)	L16	S 01° 13' 19" W	30.00'
L7	N 18° 43' 01" W	62.75'(S)	L17	S 88° 46' 41" E	25.00'
L8	N 76° 21' 23" E	45.00'	L18	N 42° 28' 26" W	41.56'(S) 41.59(R)
L9	S 44° 31' 05" E	87.97'(S) 87.87'(R)	L19	N 88° 50' 12" W	57.21'
L10	S 86° 06' 45" E	86.68'(S) 84.80'(R)	L20	S 42° 28' 26" E	1.13'

C1	L=22.57'(S)	R=1072.14'	CB=N 78° 26' 48" E 22.56'	Δ=1° 12' 21"
C2	L=40.03'	R=1072.14'	CB=N 76° 48' 27" E 40.03'	Δ=2° 08' 21"
C3	L=116.76'	R=250.00'	CB=N 72° 43' 56" E 115.71'	Δ=26° 45' 37"
C4	L=68.01'	R=250.00'	CB=S 51° 33' 29" E 67.81'	Δ=15° 32' 27"
C5	L=19.72(S)'	R=250.00'	CB=N 41° 30' 15" W 19.72'	Δ=4° 31' 11"
C6	L=122.70'(S) 128.38'(R)	R=150.00'	CB=S 62° 40' 42" E 119.31'	Δ=46° 52' 05"
C7	L=221.76'(S) 221.82'(R)	R=250.00'	CB=S 60° 42' 03" E 214.56'	Δ=50° 49' 23"
C8	L=146.14'	R=330.00'	CB=N 28° 15' 59" W 146.90'	Δ=25° 43' 12"
C9	L=166.09'	R=370.00'	CB=S 28° 15' 59" W 164.70'	Δ=25° 43' 12"





PARCEL MAP
SCALE: 1"=300'

ADDRESSES	
HENKEN ROAD	
3901	CHAPEL

THIS PLAN WAS APPROVED BY THE CITY OF WILDWOOD'S PLANNING AND ZONING COMMISSION IN ACCORDANCE WITH THE PROVISIONS OF SECTION _____ OF THE ZONING CODE. THIS PLAN SHALL BE DEVELOPED UNDER THE CONDITIONS HEREIN PRESCRIBED BY ORDINANCE _____ WHICH WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF WILDWOOD, MISSOURI ON _____.

JOE VUJNICH, DIRECTOR OF PLANNING

DATE

LYNNE GREENE-BELDNER, CITY CLERK OF THE CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI DO HEREBY CERTIFY THE SITE DEVELOPMENT PLAN SUBMITTED FOR THIS RESIDENTIAL DEVELOPMENT IS REQUIRED UNDER ORDINANCE _____ SAID WHICH WAS APPROVED BY THE CITY COUNCIL ON _____ ORDINANCE OF THE SAME APPEARS ON RECORD IN MY OFFICE AS TESTIMONY WHEREOF, I HEREUNTO NOW SET MY HAND AND AFFIX THE OFFICIAL SEAL OF THE CITY OF WILDWOOD, MISSOURI, ST. LOUIS COUNTY ON THIS _____ DAY OF _____, 20__.

LYNNE GREENE-BELDNER, CITY CLERK

NO ACCESS FROM THIS DEVELOPMENT TO TAMARA TRAIL.

HEREBY CERTIFY THAT THIS PRELIMINARY DEVELOPMENT PLAN WAS PREPARED FROM EXISTING INFORMATION, FIELD SURVEY DATA, AND AVAILABLE RECORDS AND IS A CORRECT REPRESENTATION OF EXISTING AND PROPOSED LAND DIVISION ACCORDING TO ST. LOUIS COUNTY RECORDS.

BUESCHER DITCH & ASSOCIATES, INC. 2001010800

BY: _____ 7/8/2010
MARK A. DITCH, MO. P.L.S. 2225

No.	DATE	REVISION DESCRIPTION
1	8/5/2010	REVISED PER CITY COMMENT LETTER DATED JULY 29, 2010.

BUESCHER DITCH & ASSOCIATES, INC.
2 East Fifth Street, P.O. Box 621, Washington, Missouri 63090
Telephone: 1-636-239-6255 Fax: 1-636-239-7681
E-mail: www.buescherditch.com

PRELIMINARY DEVELOPEMENT PLAN
WILDWOOD MEMORIAL PARK & GARDENS
WILDWOOD, MISSOURI

STATE OF MISSOURI MARK A. DITCH NUMBER PLS-2225 REGISTERED LAND SURVEYOR

7/8/2010

07-01-2010	DATE
06077	PROJECT NUMBER
06077-CPDP.dwg	FILE NAME
1 of 1	SHEET OF
MAD MAD	DRAWN CHECKED

City of Wildwood AUG 31 2010 Dept. of Planning & Parks

This document shall remain the property of Buescher Ditch and Associates, Inc. (BDA) and may not be used by any other party without the written consent of said BDA.

WILDWOOD

Recommendation Report

<<< Site Development Plan Package >>>

City of Wildwood Planning and Zoning Commission

March 7, 2016 Executive Meeting

Petitioner:	**City of Wildwood, Missouri c/o Department of Planning and Parks**
Zoning District(s):	FPNU Floodplain Non-Urban Residence District
Location:	North side of the Meramec River, between Bluff View Park and Rock Hollow Trail
Locator Number:	26U230010
Ward:	Six
Tract Size:	78.78 acres
Property Owner:	State of Missouri – Department of Natural Resources – State Parks Division
Site Plan Commission Meeting:	March 7, 2016
Nature of Request:	Approval of the Site Development Plan (SDP) for the development of an approximately one-half (½) mile connector trail between two (2), large public properties.

Introduction: The Planning and Zoning Commission is in receipt of a Site Development Plan (SDP) from the Department of Planning and Parks for the construction of a connector trail that will link Bluff View Park to the Rock Hollow Valley. The Department of Planning and Parks, which has developed this plan set for this purpose, is submitting it to the Planning and Zoning Commission for its consideration and action. With this submittal of this plan, the Planning and Zoning Commission has reviewed it and the files relating to this matter and has made a determination in this regard. Accordingly, acting at its March 7, 2016 Executive Meeting, and by a vote of – to --, the Planning and Zoning Commission submits the following report and recommendation to the City Council for its receipt, filing, and consideration.

Current Request: The Department of Planning and Parks is presenting to the Planning and Zoning Commission a Site Development Plan (SDP) for a new trail project that is located in the Meramec River Valley. This plan set has been under development for several years, given the circumstances that would necessitate its need. The development of this plan set was led by the City of Wildwood, with assistance from a number of partners. These partners

included the following: the Missouri Department of Natural Resources and St. Louis County. Both governmental agencies are needed partners in this project, given their ownership of land and facilities that are part of the overall trail network along the Meramec River.

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

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

At the November 2015 meeting of the Planning/Economic Development/Parks Committee (PEP), the Department presented these plan sheets to its members for consideration and action. These plans reflected the input and actions of all of the parties noted above and were at the level of detail for construction purposes. The Committee granted a favorable recommendation, at this meeting on November 17, 2015, and the City Council concurred thereafter at its meeting on February 8, 2016. As a point of reference, this project is funded for 2016. Again, given the popularity of the trail system along the Meramec River, this connector trail will be extensively used and, again, what the community and users have identified as a needed addition.

The trail design includes the following components, which include the improvements:

1. The trail is 2,050 feet in length, constructed of a crushed aggregate-type of material, which will be approximately four (4) feet in width;
2. The trail is to be located on State-owned property, and will link to the two (2) aforementioned land holdings of the City, County, and State;
3. The trail will cross the single-gauge railroad line in three (3) locations, with signage planned at each of them;
4. The trail's location requires the installation of ten (10) culvert pipes to address water runoff and other considerations; and
5. The trail includes the installation of four (4) short sections of retaining wall as well.

Recommendation: The Planning and Zoning Commission has reviewed the Site Development Plan (SDP) that has been submitted to it for its review and action. This Commission is supportive of this approximately two thousand (2,000) foot length of trail and is supportive of it. This support is premised on a number of reasons that include these items:

1. The trail is a needed connection for certain users, particularly equestrians that are prohibited from the Al Foster Memorial Trail and cannot use it at this time. This restriction eliminates any access between Bluff View Park and the Rock Hollow Valley for equestrians, knowing that both of these facilities allow this type of user.
2. The trail provides another option for all users, in this very popular recreation corridor.
3. This trail is an integral part of a larger system of facilities that will ultimately provide all users of them an approximately twelve (12) mile system in one (1) of the most scenic areas within the entire State of Missouri.
4. The design of the trail is consistent with the conditions of the area and environmentally sensitive by limiting its impact and overall site disturbance.
5. The design of the trail requires limited assets for its maintenance and upkeep, which is appropriate for areas that exhibits frequent and high levels of flooding.
6. The benefits of active recreational facilities are plentiful and meet many of the recommendations of the City's *Action Plan for Parks and Recreation* – 2007 in regards to promoting facilities to encourage healthy lifestyles for residents of the City of Wildwood.

Summary and Conditions:

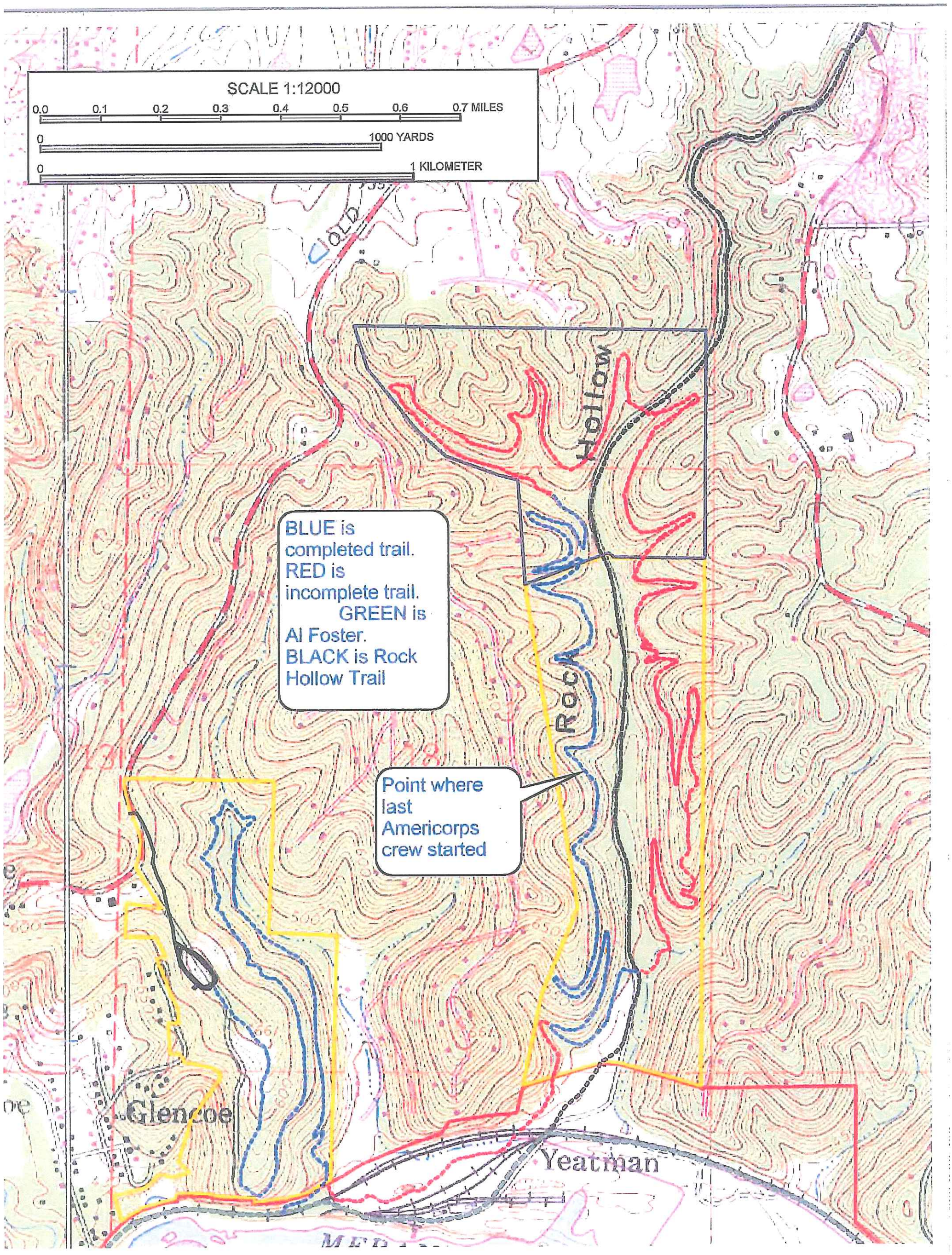
The Planning and Zoning Commission has completed its review of the aforementioned Site Development Plan (SDP) and related items and determined them to be in compliance with the requirements for the development of a natural surface trail in an environmentally-sensitive area. Therefore, based upon the analysis provided above in this report, the Planning and Zoning Commission hereby grants its approval of this Site Development Plan for the proposed trail project.

Vote of the Commission:

Approval of the Site Development Plan (SDP) and related items by a vote of 9 to 0 by the Planning and Zoning Commission at its March 7, 2016 Executive Meeting.

Attachments And Enclosures:

Attachment A –Site Development Plan (SDP) and Related Items
Attachment B – Background Information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0.0 0.1 0.2 0.3 0.4 0.5 0.6 0.7 MILES
0 1000 YARDS
0 1 KILOMETER
OLD
Hollow
BLUE is completed trail. RED is incomplete trail. GREEN is Al Foster. BLACK is Rock Hollow Trail
ROCK
Point where last Americorps crew started
Glencoe
Yeatman

SCALE: 1"=200

BLUFF VIEW TRAIL EXTENSION

WILDWOOD, MISSOURI

Preliminary Trail Alignment

terraspec
LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
5030 GRIFFIN DRIVE
ST. LOUIS, MO 63128
(314)894-8211 FAX(314)843-8710

11/18/14 1 of 1

Bluff View Trail

City of Wildwood, Missouri

GENERAL NOTES:

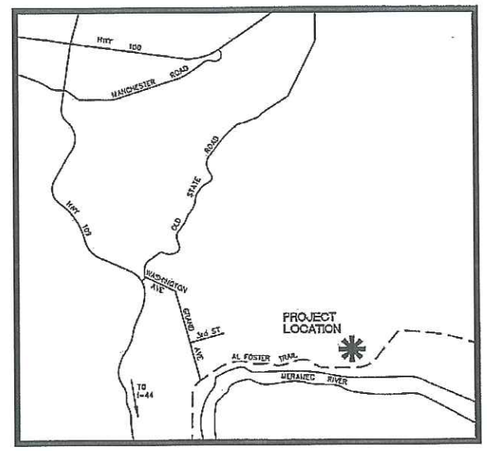
1. UNDERGROUND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE INFORMATION AND THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THE VERIFICATION OF THE LOCATION OF UNDERGROUND UTILITIES, EITHER SHOWN OR NOT SHOWN ON THESE PLANS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE LOCATED PRIOR TO ANY GRADING OR CONSTRUCTION OF IMPROVEMENTS.
2. TOPOGRAPHIC INFORMATION PROVIDED BY DOERING ENGINEERING, INC.
3. PROPOSED CONTOURS ARE SHOWN TO FINISHED GRADES. CONTRACTOR SHALL GRADE PAVEMENT AND BUILDING PAD AREAS TO FINISH GRADES INDICATED, UNLESS OTHERWISE INDICATED.
4. PROPOSED GRADES SHALL BE WITHIN 0.1 FEET, MORE OR LESS, OF THOSE SHOWN ON THE GRADING PLAN.
5. CONTRACTOR TO CALCULATE CUT/FILL QUANTITIES AND NOTIFY ENGINEER PRIOR TO CONSTRUCTION IF BALANCE CONDITION CAN NOT BE MET.
6. NO GRADING SHALL OCCUR ON THE SITE UNTIL A GRADING PERMIT IS SECURED WITH THE CITY OF WILDWOOD DEPARTMENT OF PUBLIC WORKS. SILTATION CONTROL DEVICES SHALL BE INSTALLED AND FUNCTIONING BEFORE A GRADING PERMIT WILL BE ISSUED.
7. AREAS DISTURBED BY CONSTRUCTION, INCLUDING PAVEMENT AND BUILDING AREAS, SHALL BE SEEDED AND STRAWED WITHIN 30 DAYS FROM THE COMPLETION OF GRADING OPERATIONS.
8. STORM SEWER CONSTRUCTION AND MATERIALS USED SHALL CONFORM TO 2000 METROPOLITAN ST. LOUIS SEWER DISTRICT "STANDARD CONSTRUCTION SPECIFICATIONS FOR SEWER AND DRAINAGE FACILITIES", AND THE CITY OF WILDWOOD STANDARDS UNLESS OTHERWISE NOTED HEREIN.
9. EXISTING ABOVE & BELOW GROUND UTILITIES TO BE PROTECTED AND USED IN PLACE, UNLESS OTHERWISE SPECIFIED (SEE DEMOLITION PLAN).
10. MANHOLES AND INLET TOPS BUILT WITHOUT FURNISHED ELEVATIONS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
11. STORM SEWERS SHALL BE CORRUGATED HIGH DENSITY POLYETHYLENE PIPE WITH GASKETED BELL & SPIGOT JOINTS ADVANCED DRAINAGE SYSTEMS, INC. (ADS) N-12 (OR APPROVED EQUAL), UNLESS OTHERWISE SPECIFIED.
12. LOCATION AND ELEVATION OF EXISTING INLETS, MANHOLES AND PIPES TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.
13. ALL CONSTRUCTION ACTIVITY SHALL BE RESTRICTED TO AREA WITHIN THE CONFINES OF THE EXISTING PERIMETER FENCE UNLESS OTHERWISE NOTED OR DIRECTED.

SITE GRADING NOTES:

1. NOTIFY THE CITY OF WILDWOOD DEPARTMENT OF PUBLIC WORKS 48 HOURS PRIOR TO THE COMMENCEMENT OF GRADING AND/OR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
2. PARKING ON NON-SURFACED AREAS IS PROHIBITED IN ORDER TO ELIMINATE THE CONDITION WHEREBY MUD FROM CONSTRUCTION AND EMPLOYEE VEHICLES IS TRACKED ONTO THE PAVEMENT CAUSING HAZARDOUS ROADWAY AND DRIVING CONDITIONS, CONTRACTOR SHALL KEEP ROAD CLEAR OF MUD AND DEBRIS.
3. THE STREETS SURROUNDING THIS DEVELOPMENT AND ANY STREET USED FOR CONSTRUCTION ACCESS THERETO SHALL BE CLEANED THROUGHOUT THE DAY.
4. EROSION AND SILTATION CONTROL SHALL BE INSTALLED PRIOR TO ANY GRADING AND BE MAINTAINED THROUGHOUT THE PROJECT UNTIL ACCEPTANCE OF THE WORK BY THE OWNER AND/OR CONTROLLING REGULATORY AGENCY AND ADEQUATE VEGETATIVE GROWTH INSURES NO FURTHER EROSION OF THE SOIL.
5. ADDITIONAL SILTATION CONTROL MAY BE REQUIRED AS DEEMED NECESSARY BY THE CITY OF WILDWOOD.
6. TEMPORARY SILTATION CONTROL MEASURES (STRUCTURAL) SHALL BE MAINTAINED UNTIL VEGETATIVE COVER IS ESTABLISHED AT A SUFFICIENT DENSITY TO PROVIDE EROSION CONTROL ON THE SITE.
7. WHERE NATURAL VEGETATION IS REMOVED DURING GRADING, VEGETATION SHALL BE REESTABLISHED TO SUCH A DENSITY AS TO PREVENT EROSION.
8. WHEN CLEARING AND/OR GRADING OPERATIONS ARE COMPLETED OR SUSPENDED FOR MORE THAN 30 DAYS, ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO RETAIN SOIL MATERIALS ON SITE. PROTECTIVE MEASURES MAY BE REQUIRED BY THE DIRECTOR OF PUBLIC WORKS / CITY ENGINEER SUCH AS PERMANENT SEEDING, PERIODIC WETTING, MULCHING, OR OTHER SUITABLE MEANS.
9. IF CUT AND FILL OPERATIONS OCCUR DURING A SEASON NOT FAVORABLE FOR IMMEDIATE ESTABLISHMENT OF PERMANENT GROUND COVER, A FAST GERMINATING ANNUAL SUCH AS RYE GRASSES OR SUDAN GRASSES SHALL BE UTILIZED TO RETARD EROSION.
10. NO EXCAVATION SHALL BE MADE SO CLOSE TO THE PROPERTY LINE AS TO ENDANGER ANY ADJOINING PROPERTY OR ANY PUBLIC OR PRIVATE STREET WITHOUT SUPPORTING AND PROTECTING SUCH PUBLIC OR PRIVATE STREET OR PROPERTY FROM SETTLING, CRACKING OR OTHER DAMAGE.
11. STORM WATER PIPES, OUTLETS AND CHANNELS SHALL BE PROTECTED BY SILT BARRIERS AND KEPT FREE OF WASTE AND SILT AT ALL TIMES PRIOR TO FINAL SURFACE STABILIZATION AND/OR PAVING.
12. SILTATION FENCES SHALL BE INSPECTED PERIODICALLY FOR DAMAGE AND FOR THE AMOUNT OF SEDIMENT WHICH HAS ACCUMULATED. REMOVAL OF SEDIMENT WILL BE REQUIRED WHEN IT REACHES 1/3 THE HEIGHT OF THE SILTATION FENCE.
13. ALL FILL PLACED UNDER PROPOSED STORM AND SANITARY SEWER LINES AREAS SHALL BE COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY THE "MODIFIED AASHTO T-180 COMPACTION TEST" (ASTM D-1557) FOR THE ENTIRE DEPTH OF THE FILL. COMPACTED GRANULAR BACKFILL IS REQUIRED IN ALL TRENCH EXCAVATION UNDER ALL PAVED AREAS. COMPACTION TESTING TO BE PERFORMED BY GEOTECHNICAL ENGINEER HIRED BY CITY.
14. SOFT SOILS IN THE BOTTOM OF BANKS OF ANY EXISTING OR FORMER POND SITES OR TRIBUTARIES OR ANY SEDIMENT BASINS OR TRAPS SHOULD BE REMOVED, SPREAD OUT AND PERMITTED TO DRY SUFFICIENTLY TO BE USED AS FILL. THIS MATERIAL SHALL BE PLACED PER RECOMMENDATIONS OF A GEOTECHNICAL ENGINEER (HIRED BY THE CITY).
15. ALL TRASH AND DEBRIS ON-SITE, EITHER EXISTING OR FROM CONSTRUCTION, MUST BE REMOVED AND PROPERLY DISPOSED OF OFF-SITE.
16. EXISTING TREES INDICATED TO BE REMOVED MAY BE BURNED ON-SITE PROVIDED THE APPROPRIATE PERMITS ARE OBTAINED PRIOR TO BURN OPERATIONS.
17. ROOTS OF EXISTING TREES INDICATED TO BE REMOVED SHALL BE GRUBBED TO A MIN. DEPTH OF 18" BELOW FINISH GRADE.
18. ANY WELLS, CISTERNS AND/OR SPRINGS, WHICH MAY EXIST ON THIS PROPERTY, SHOULD BE LOCATED AND SEALED IN A MANNER ACCEPTABLE TO THE CITY OF WILDWOOD AND THE MISSOURI DEPARTMENT OF NATURAL RESOURCES.
19. ALL EXCAVATIONS, GRADING OR FILLING SHALL HAVE A FINISHED GRADE NOT TO EXCEED A 3:1 SLOPE (33%), UNLESS SPECIFICALLY APPROVED OTHERWISE.

STUDHLT BM #31 = ELEVATION 463.41, (NAVD 88) SURVEY DISK SET IN TOP OF CONCRETE MONUMENT.
LOCATED ON THE SOUTH RAIL OF THE UNION PACIFIC RAILROAD IN THE TOWN OF EUREKA, MO. IT IS 25.06 FEET SOUTH OF THE SOUTH RAIL OF THE SOUTH TRACK, 0.23 FEET SW OF A PK NAIL IN THE WEST SIDE OF A POWER POLE ON THE SOUTH SIDE OF WEST 1st STREET, 20.4 FEET WEST OF THE EXTENDED CENTERLINE OF A BARRICADE CROSSING ON THE SOUTH SIDE OF WEST MAIN STREET, 48.02 FEET NW4 OF THE NORTHEAST EDGE OF THE BARRICADE SUPPORT GIRDER.

STOP! Call Before you DIG
1-800-344-7483
TOLL FREE
State Law requires 2 days advance notice. "The law in the State of Missouri defines emergency excavation as one preventing danger to life, health, or property."
MISSOURI ONE-CALL SYSTEM INC.
10223 NORTHEAST DR.
JEFFERSON CITY, MO 65109



LOCATION MAP
February 2015

SHEET LIST

C1-C4	SITE PLANS + PROFILES
C5-C6	TYPICAL CROSS SECTIONS
D1	DETAILS

ALTERNATES

ALT. #1

PREPARED FOR:

WILDWOOD
Parks + Recreation Department
183 Plaza Drive
Wildwood, Missouri 63040
Ph: (636) 458-0440
Fax: (636) 458-6969
Email: gary@cityofwildwood.com
Contact: Gary Crews

PREPARED BY:

terraspec
LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-8211 FAX(314)822-7858
Email: kjkeitel@zakcompanies.com
Attn: Ken Keitel

CIVIL/ SURVEY CONSULTANTS:

Engineered By:
DOERING ENGINEERING Inc.
CIVIL ENGINEERING • PLANNING • SURVEYING
4653 Lacey Ferry Road
Suite 120
Saint Louis, Missouri, 63129
Telephone: (314) 487-6813
Facsimile: (314) 487-2373
E-Mail: marketing@doeringeng.com

UTILITY SERVICES

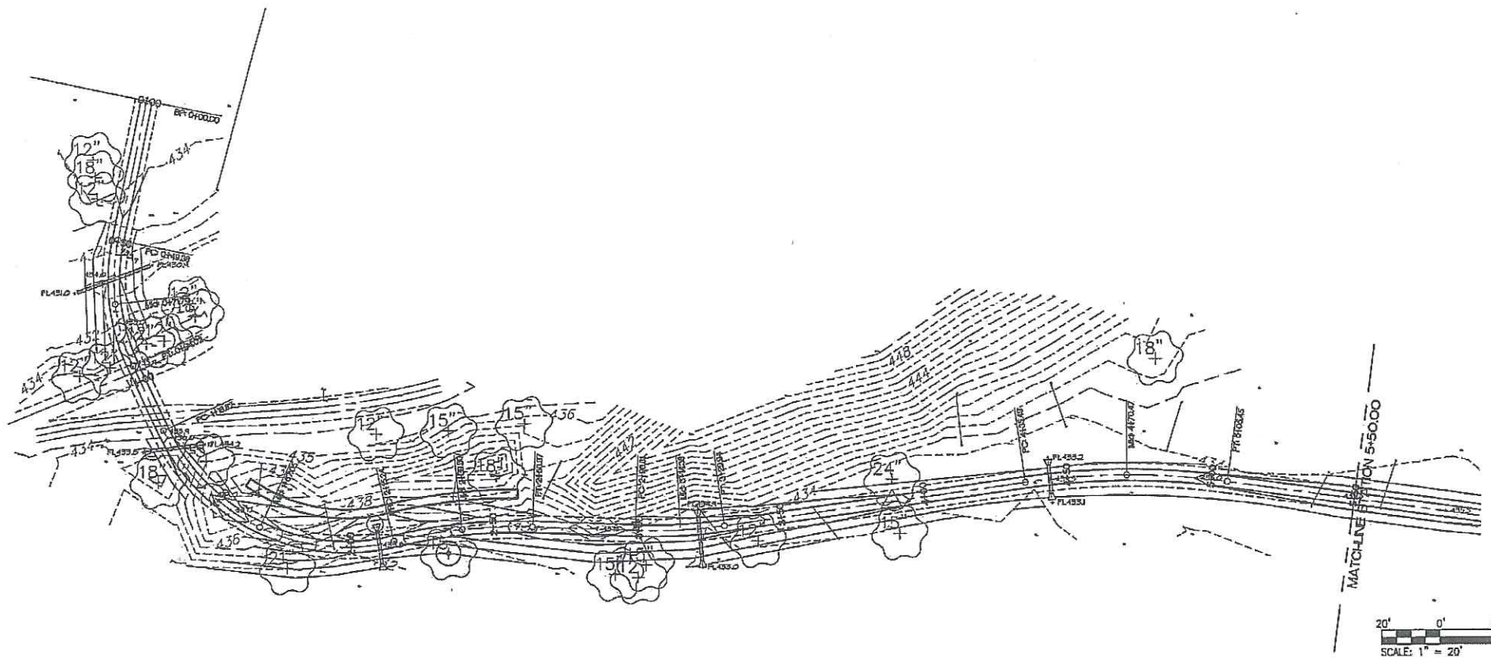
WATER	MISSOURI-AMERICAN WATER CO.
SEWER	METROPOLITAN ST. LOUIS SEWER DISTRICT
FIRE	METROWEST FIRE DISTRICT
ELECTRIC	AMEREN U.E.
GAS	LACLEDE GAS CO.
PHONE	ATT

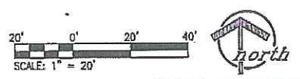
LEGEND

EXISTING CONDITIONS		NEW IMPROVEMENTS	
CONTOUR	500	CONTOUR	500
SPOT ELEVATION	+500.00	SPOT ELEVATION	+500.00
STORM SEWER		STORM SEWER	
SANITARY SEWER		MANHOLE	
MANHOLE		AREA INLET	
CURB INLET		GRATE INLET	
GRATE INLET		TO BE REMOVED	T.B.R.
WATER LINE	W	USE IN PLACE	U.I.P.
FIRE HYDRANT		ADJUST TO GRADE	A.T.G.
GAS SERVICE	G	SILTATION CONTROL	
ELECTRIC SERVICE	E		
TELEPHONE SERVICE	T		
UTILITY POLE			
GUY WIRE			
LIGHT STANDARD			
SIGN			
TREE			
BUSH			

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

Bluff View 14012





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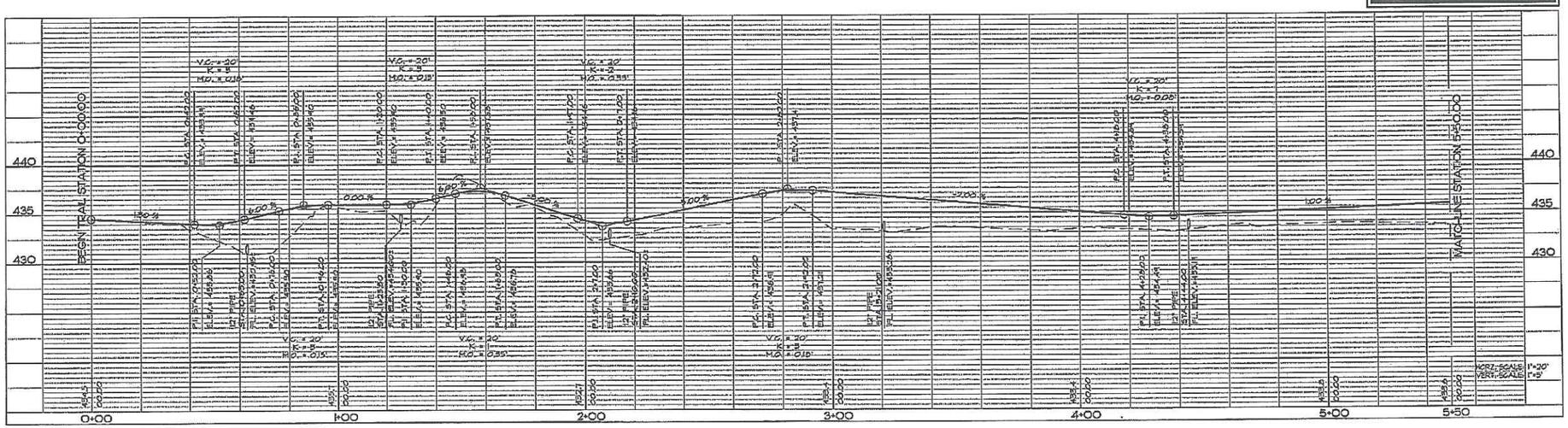

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13546 DARIETT PARKWAY DR. #300
ST. LOUIS, MO 63021
(314)984-0211 FAX(314)822-7650

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Site Plan & Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

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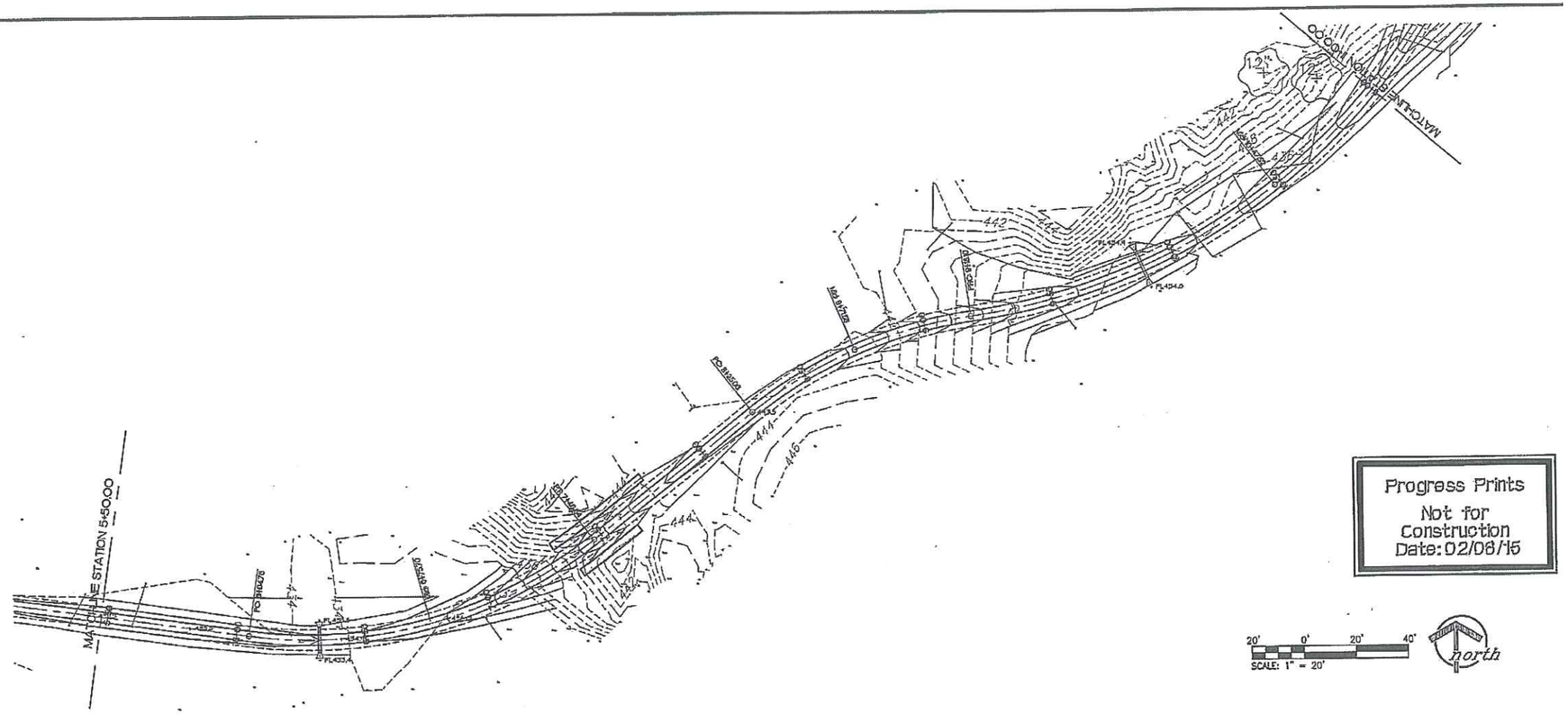

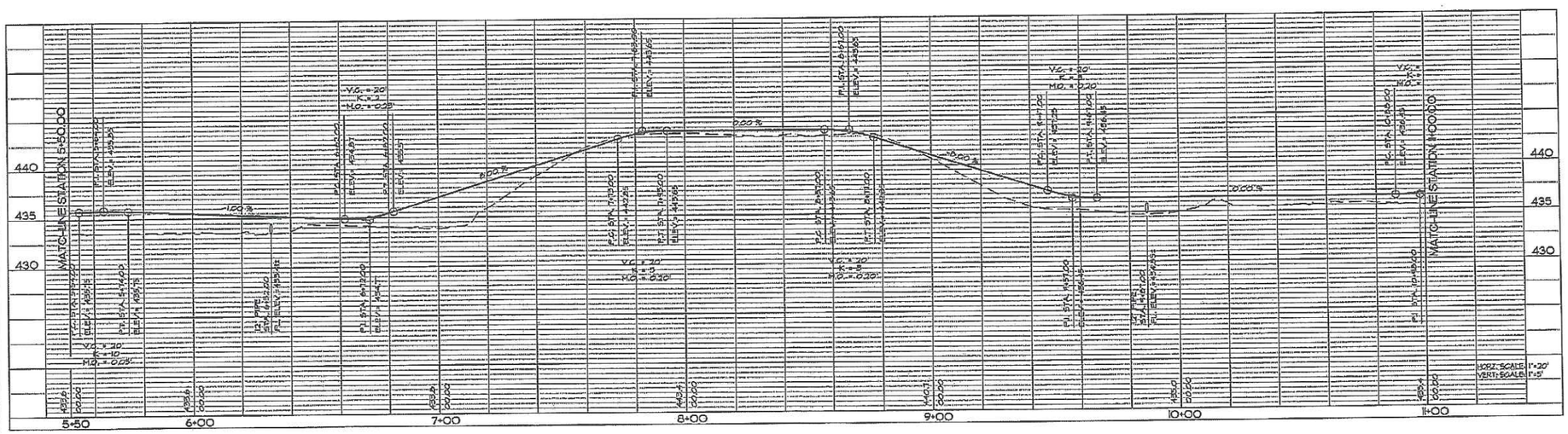

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE

terraspec

15545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-6211 FAX(314)822-7650

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Site Plan
& Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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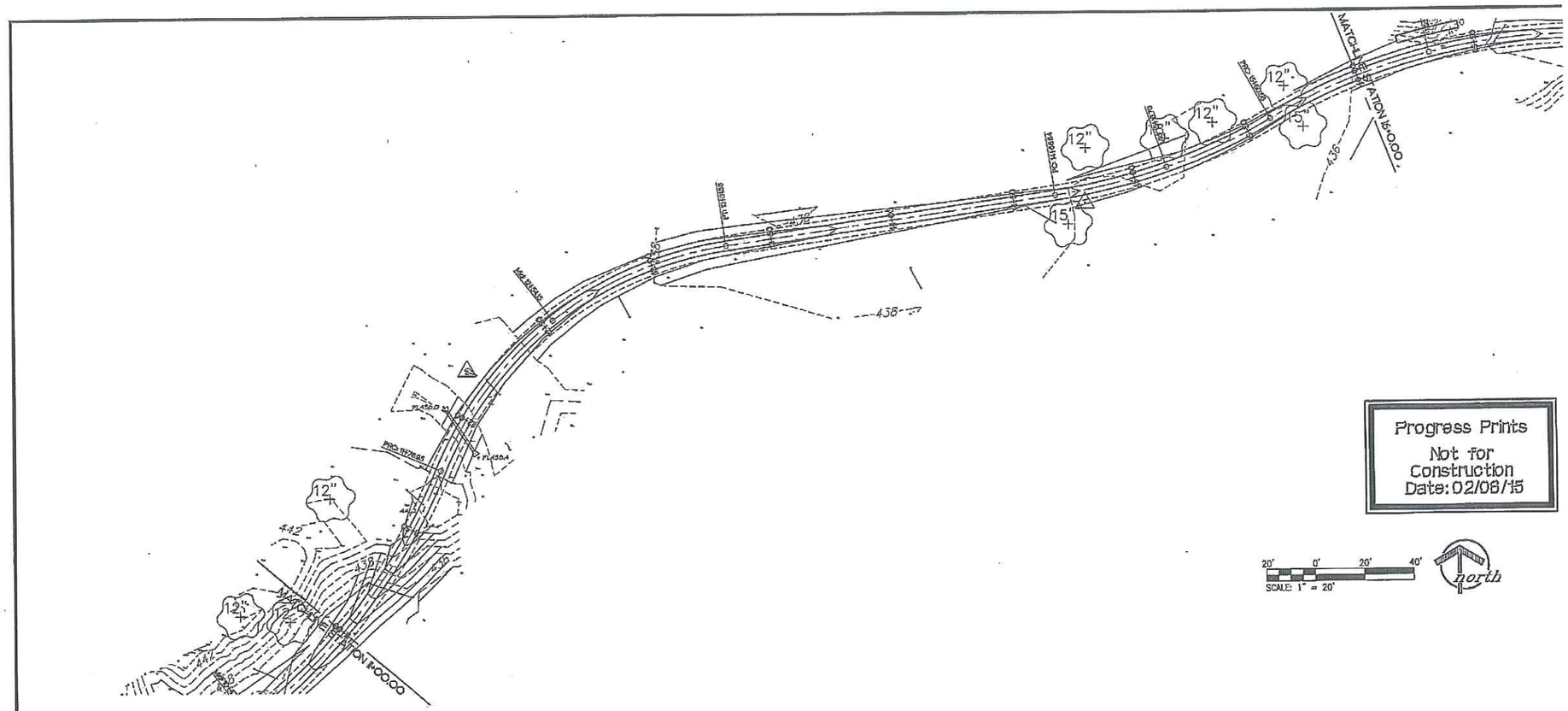

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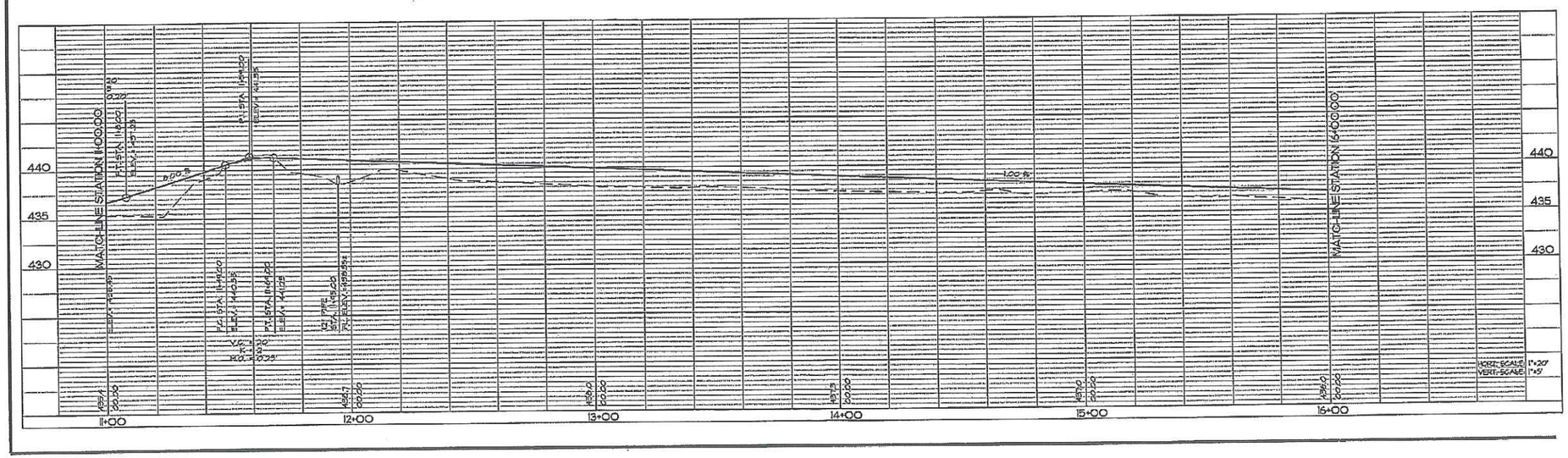
Date: 02/06/15



LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 DARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-0211 FAX(314)822-7856

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Site Plan & Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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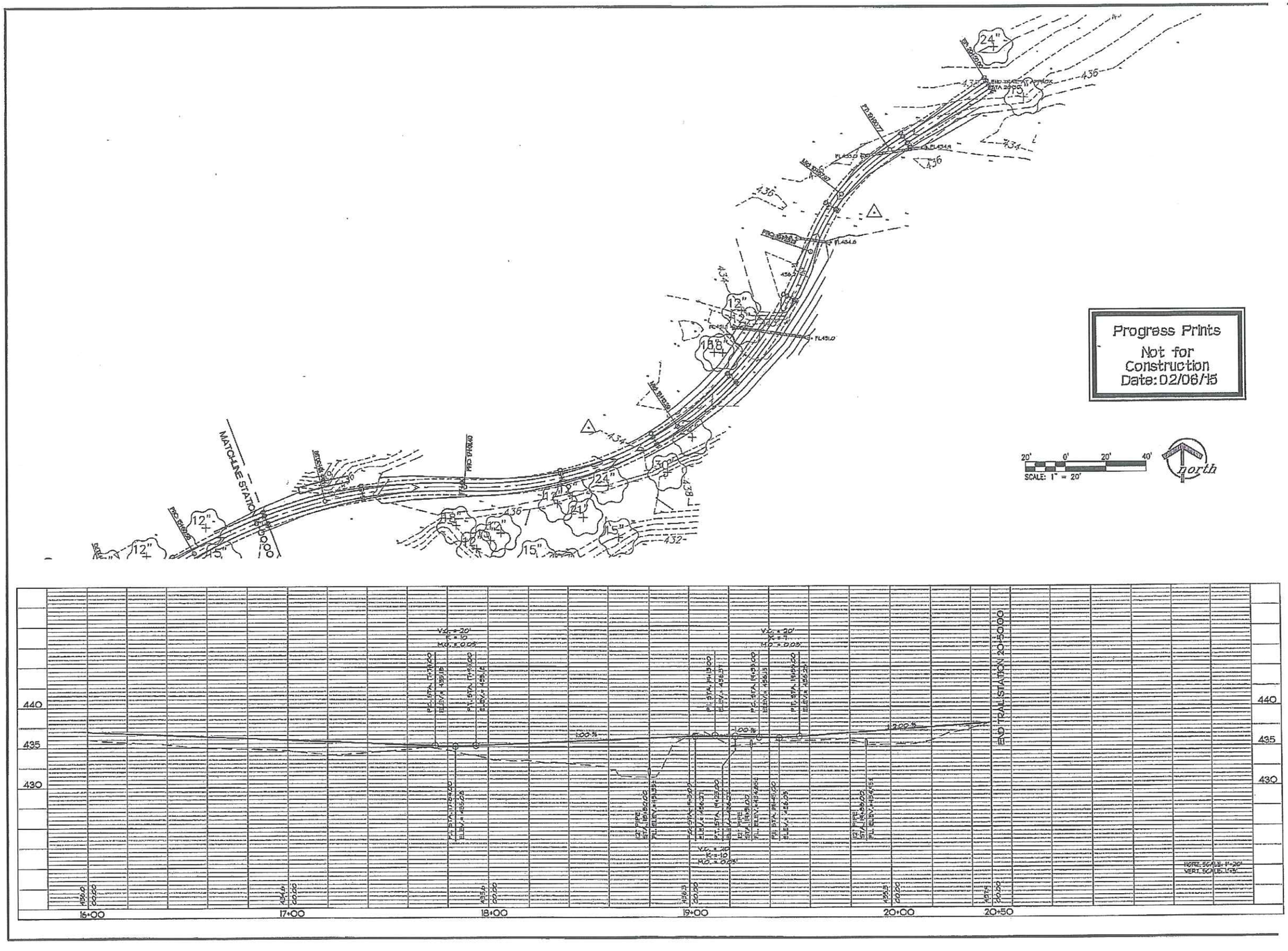

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE

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13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-0211 FAX(314)822-7050

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Site Plan & Profile

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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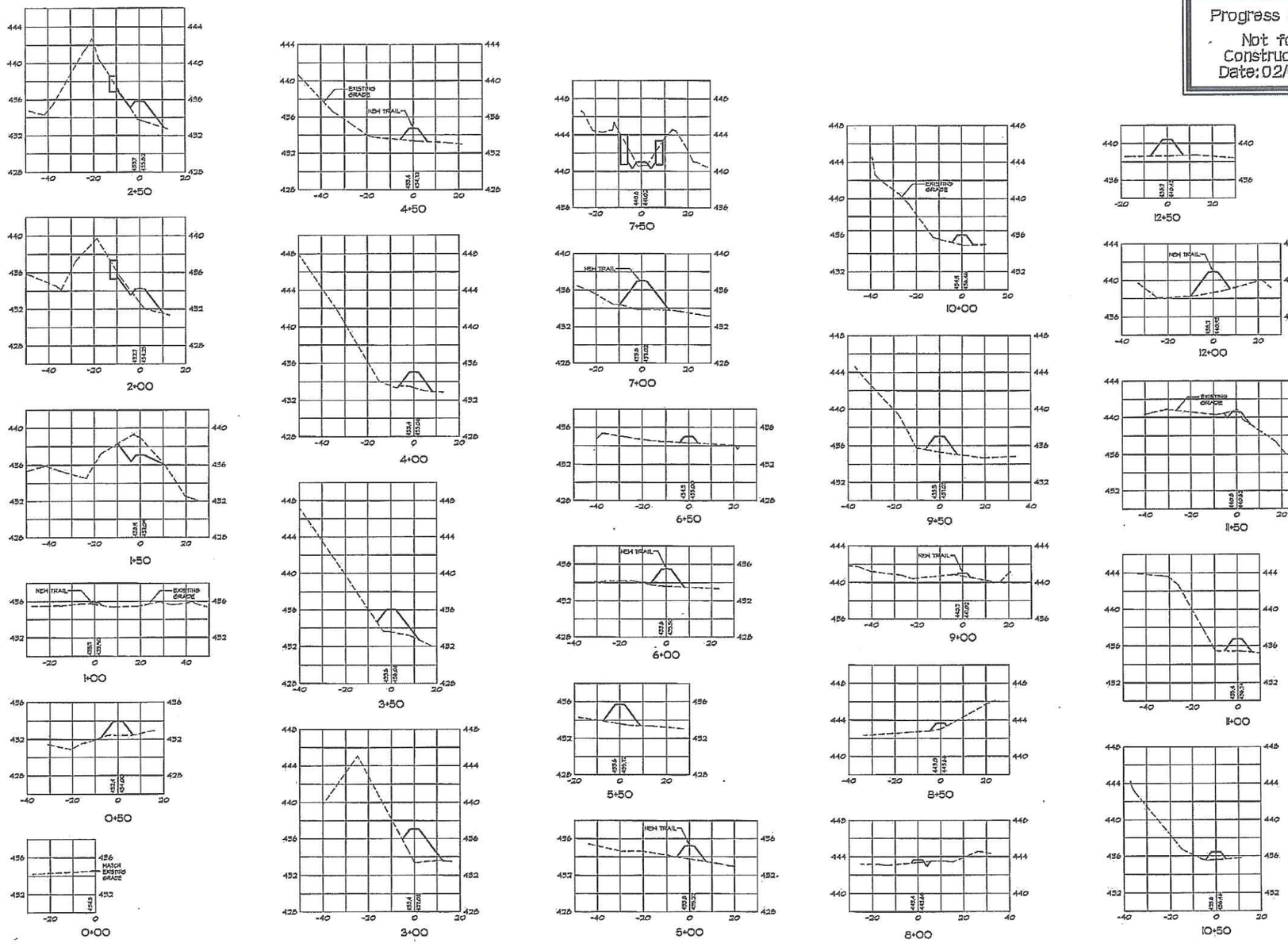

HORZ. SCALE: 1"=20'
VERT. SCALE: 1"=5'

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LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)804-0211 FAX(314)822-7058

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Sections

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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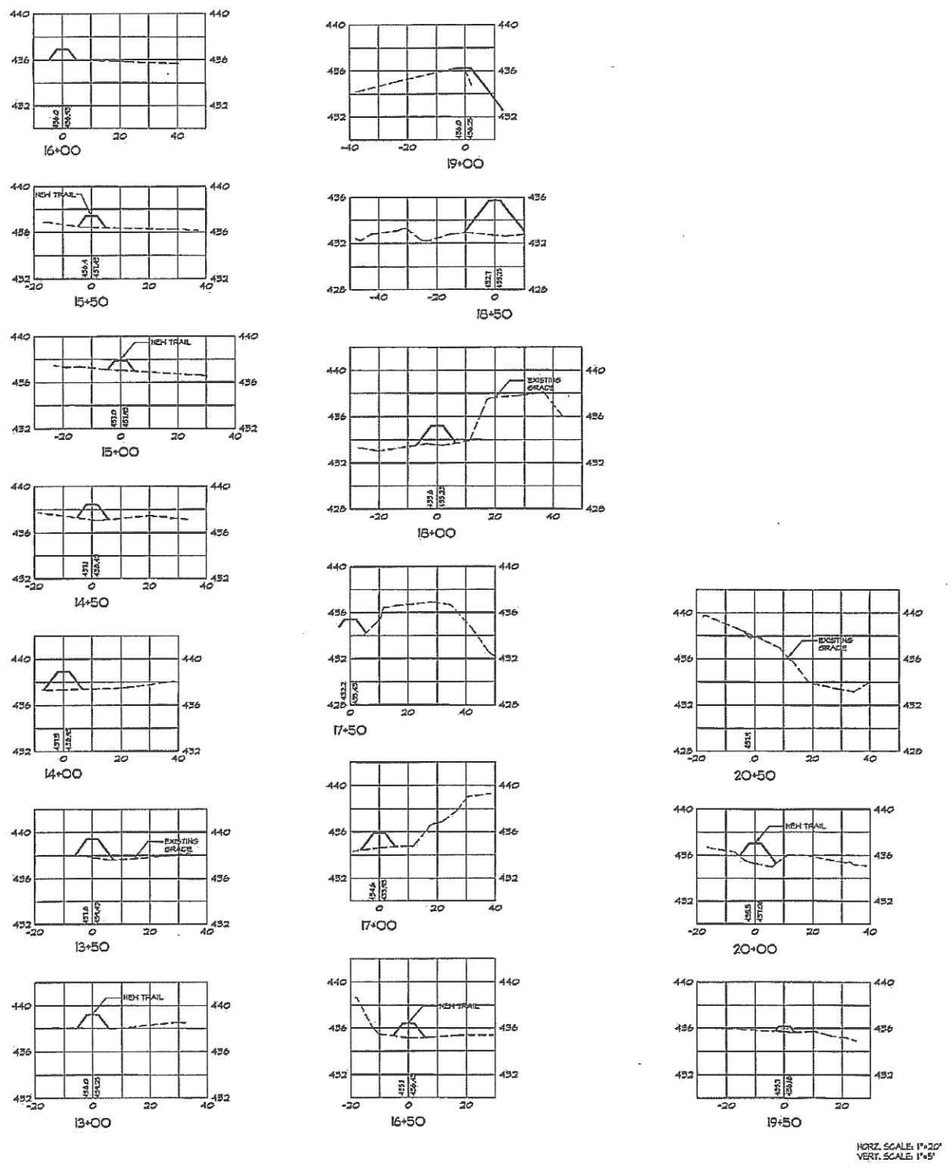

Progress Prints
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Date: 02/06/15

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 DARNELL PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-0211 FAX(314)822-7050

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

OWNER
State of Missouri
P.O. Box 176
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65101

SHEET TITLE
Sections

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
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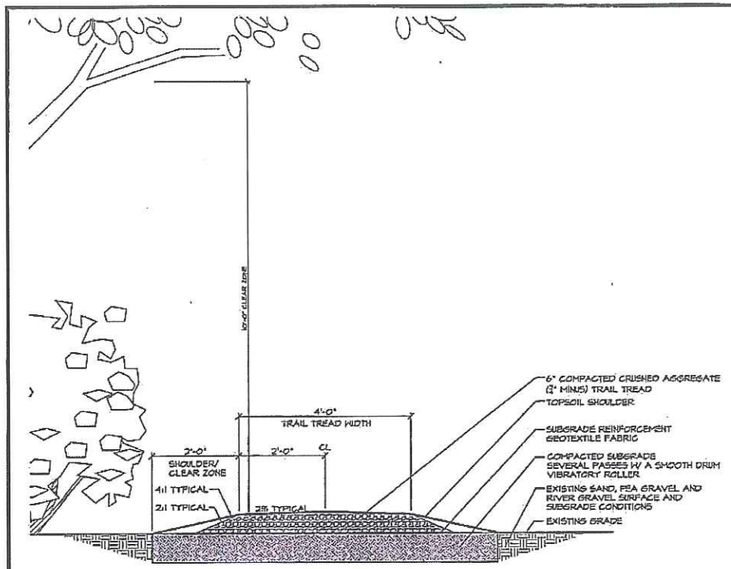
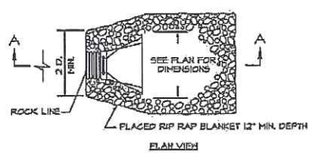
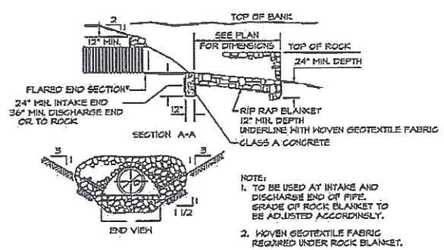


Typical Trails Cross-section
SCALE: 3/4"=1'-0"



PLAN VIEW



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

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

* NOTE: FLARED END SECTION ADD ALTERNATE # 1, 2, & 3

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

LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
terraspec
13545 BARRETT PARKWAY DR. #200
ST. LOUIS, MO 63021
(314)984-0211 FAX(314)822-7958

BLUFF VIEW TRAIL EXTENSION

BLUFF VIEW TRAIL TO ROCK HOLLOW TRAIL
WILDWOOD, MISSOURI

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

SHEET TITLE
Details

JOB NUMBER
12003

DATE 00/00/15 DRAWN BY DWD

REVISION

SHEET NUMBER
D1

WILDWOOD

MEMORANDUM

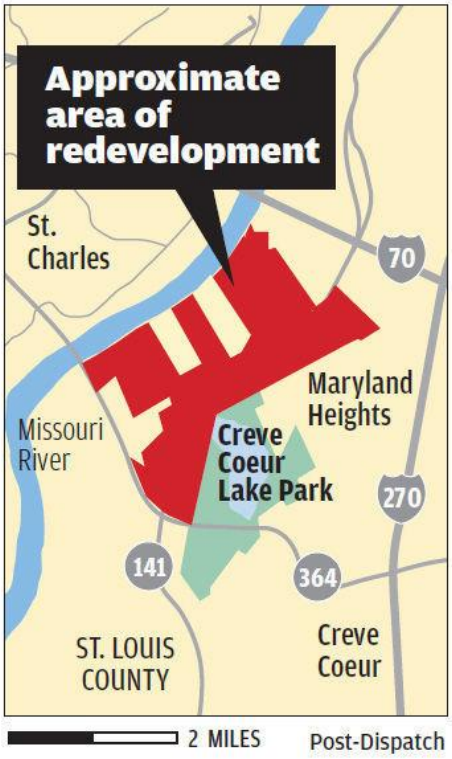
To: Mayor Woerther and City Council Members

From: Ryan S. Thomas, City Administrator

Date: March 11, 2016

Re: **Consideration of a Resolution Opposing Development of the Missouri River Floodplain within the City of Maryland Heights**

Mayor Woerther has been approached by David Stokes, Executive Director for the Great Rivers Habitat Alliance, requesting that the City of Wildwood and other area municipalities consider passage of a Resolution opposing any proposal to develop in flood-prone areas or continuing a pattern of development that can be expected to divert flood waters onto other areas, which includes the present proposal for redevelopment of the Maryland Park Lake District in the City of Maryland Heights.



St. Charles County has already passed the attached Resolution opposing the development of this area, due to potential flood impacts on its side of the Missouri River. The City of Wildwood also has flood-prone areas upstream in the same watershed, but without a specific development plan proposed at this time, it is unknown what the actual impacts may be. The site is currently protected by a levee, but some are concerned that the development may lead to increasing the height of the levee in the future.

This matter is planned for discussion at the March 14, 2016 City Council Meeting, and if desired, a Resolution can be prepared for the March 28, 2016 City Council Meeting. At this time, St. Charles County is the only jurisdiction to take an opposing position on this matter.

RST

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

Sponsored by: Council as a Whole Resolution No. 16-01

A RESOLUTION OPPOSING REDEVELOPMENT OF THE MARYLAND PARK LAKE DISTRICT IN THE CITY OF MARYLAND HEIGHTS

WHEREAS St. Charles County and St. Louis County sit at the confluence of the country's two great rivers, the Missouri River and the Mississippi River, and the St. Charles County Council wants to protect the beauty of this unique area; and

WHEREAS, the residents of St. Charles County recently witnessed major flooding in the area when water levels of the two rivers and tributaries thereto raised faster and higher than previous floods, and civic leaders are being urged to avoid putting homes and other development in flood-prone areas or continuing a pattern of development that can be expected to divert flood waters onto other areas; and

WHEREAS, the Federal Emergency Management Agency (FEMA) recently changed its maps which put homes and business in the flood plain that were previously not in the flood plain; and

WHEREAS, the City of Maryland Heights, as contemplated in Resolution No. 2016-1198 passed by its City Council and approved by its Mayor on February 4, 2016, is seeking proposals to develop 1,800 acres of flood plain along the Missouri River; and

WHEREAS, the St. Charles County Council opposes any proposal to develop flood plain in an area that will most likely flood again.

NOW THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF ST. CHARLES COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The St. Charles County Council hereby opposes any proposal to develop in flood-prone areas or continuing a pattern of development that can be expected to divert flood waters onto other areas, which includes the present proposal for redevelopment of the Maryland Park Lake District in the City of Maryland Heights.

Section 2. The Executive Assistant to the County Council is hereby directed to forward a copy of this resolution to the City of Maryland Heights to notify them of St. Charles County's opposition to said proposed development.

_____ _____

DATE PASSED CHAIR OF THE COUNCIL